

Item 5



Travis County Commissioners Court Agenda Request

Meeting Date: December 11, 2012

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

APPROVE CONTRACT AWARD FOR A FIRE SUPPRESSION AND DISASTER RESPONSE HELICOPTER FOR TRAVIS COUNTY, RFP NO. 1209-003-BF, TO THE HIGHEST QUALIFIED PROPOSER, NORTHWEST HELICOPTERS, LLC.

Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

RFP No. 1209-003-BF was issued on October 9, 2012. Two proposals were received on October 29, 2012. After evaluation, Star Flight recommends approval of a contract to the highest ranked proposer, Northwest Helicopters, LLC.

The total of this contract, including spares and tools, is \$2,356,711.80.

➤ **Contract-Related Information:**

Award Amount:

Contract Type:

Contract Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 32

Responses Received: 2

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #: Reimbursement Resolution to be approved by the court on 12-11-12

Funding Account(s):

Comments:



Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Cyd Grimes, Purchasing Agent
Travis County

Through: Danny Hobby, County Executive, Emergency Services
Travis County

From: Casey Ping, Program Director, **STAR Flight**
Travis County

Subject: **STAR Flight** Fire Fighting Aircraft- Northwest Helicopters

Date: November 20, 2012

STAR Flight management staff and Emergency Services recommend Commissioners Court consider and take appropriate action on the attached contract with Northwest Helicopters for the purchase of a firefighting aircraft.

Department staff has been working with Travis County Purchasing and the County Attorney's Office on the release of a Request for Proposal (RFP) and the development of a purchase contract. This recommendation is a result of that process.

In addition, the Department staff has also worked with the Planning and Budget Office on a reimbursement resolution for funding of the aircraft to be presented the Court in early December. Funding for this aircraft was approved in the FY13 budget process.

We also request that the Commissioners Court authorize the Department to travel to the contractors location for the purposes of pre, mid and post assembly inspections, aviation and maintenance personnel training on the aircraft and allow the Department to accept the aircraft contingent upon the final inspection.

Please let us know if you we can assist you with additional information or assistance.

Thank you.

Casey

Evaluation Matrix for RFP # 1209-003-BF Fire Suppression and Disaster Response Helicopter

Criteria		Northwest Helicopters			American Eurocopter	
		Weighted Factor	Raw Score	Total Score	Raw Score	Total Score
1.	CRITERION ONE: Compatibility and capability of helicopter with Fire and Disaster Mission:	30%	4.67	0.47	2.33	0.23
	Performance History, References, Market Standing and Options Offered Delivery of helicopter with similar specifications					
2.	CRITERION TWO: Cost	30%	5.00	1.50	3.00	0.90
	Total Package Cost					
	Direct Operating Cost					
3.	CRITERION THREE: Completeness of Proposal Relative to Requirements:	15%	4.67	0.70	2.67	0.40
	Part I – General Requirements					
	Part II – Section A-Specific Requirements					
	Part II – Section B-Helicopter Requirements					
4.	CRITERION FOUR: Methodology	15%	4.67	0.70	3.33	0.50
	Completion Process					
	Quality Assurance Process					
	Delivery Schedule					
	Company Stability					
5.	CRITERION FOUR: Customer Support	10%	4.00	0.40	4.33	0.43
	Parts Availability and Cost					
	Maintenance Ability					
	Warranty Provisions - Period and Coverage					
	Contract Terms and Conditions					
	TOTAL SCORE	100%		3.77		2.47
	Evaluation Instructions: Each factor above is worth up to 5 points, whole numbers only. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:					
	5 - Excellent 4 - Very Good 3 - Average / acceptable 2 - Fair 1 - Poor (e.g. 35% x 4 = 1.4)					

Signature _____

Date _____

**HELICOPTER PURCHASE CONTRACT
BETWEEN NORTHWEST HELICOPTER LLC AND
TRAVIS COUNTY**

This Contract is entered into by the following parties:

Travis County, a political subdivision of Texas ("County"), and

Northwest Helicopters LLC, a Washington limited liability company, ("Contractor").

RECITALS

The County issued Request for Proposals Number 1209-003-BF ("RFP") for proposals from qualified firms for the purchase of one refurbished, completely equipped helicopter to be placed in service in support of the Travis County fire suppression and disaster response program. This helicopter will be used for response missions that include responses to fire incidents that require landing and take offs from unprepared landing zones as well as operating in the vicinity of wild land fires. In addition, it will be used for disaster response.

The Contractor submitted the successful proposal.

This is a contract to purchase one refurbished Bell UH-1H Public Use helicopter from Contractor. This contract also includes one option to purchase a second helicopter within twenty-four (24) months of the initial purchase at the same price and with the same configuration as the first helicopter.

The terms of the RFP provide that, upon award, provisions stated in the RFP and the Contractor's proposal as further negotiated become the Contract between the parties for the purchase and sale of the helicopters. The parties desire to gather these provisions and evidence the agreement in this contract.

AGREEMENT

The parties agree to the terms and conditions stated in this contract.

1. GENERAL DEFINITIONS

1.1 "Aircraft" means a model Bell UH-1H Public Use helicopter refurbished by Contractor in compliance with this contract for delivery to County and more specifically described in section 4 and Attachment A.

1.2 "Auditor" means the Travis County Auditor or her designee.

1.3 "Commissioners Court" means Travis County Commissioners Court.

1.4 "Contractor" means Northwest Helicopters LLC, a Washington limited liability corporation.

1.5 "County" means Travis County, a political subdivision of Texas.

1.6 "County Building" means any County owned buildings and does not include buildings leased by County.

1.7 "FAA" means the Federal Aviation Administration.

1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

1.8.1 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

1.9 "Is doing business" and "has done business" mean:

1.9.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.9.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.9.3 but does not include

1.9.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.9.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.9.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.10 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

1.11 "Purchasing Agent" means the Travis County Purchasing Agent.

1.12 "Services" means the design and manufacture of the Aircraft including the installation of all equipment listed in Attachment A and the new Bell life MR Blades.

2.0 PURCHASE AND OPTIONS

2.1 Aircraft Purchase County shall purchase one Aircraft including new Bell life MR Blades from Contractor refurbished and delivered in compliance with this Contract.

2.2 Special Tools and Spares Purchase County shall purchase from Contractor the special tools and spares listed in Attachment B.

2.3 Optional Aircraft Purchase County has the option to purchase a second Aircraft including new Bell life MR Blades from Contractor refurbished and delivered in compliance with this Contract if County notifies Contractor that County has exercised this option no later than December 15, 2014.

3.0 CONTRACTOR GENERAL SERVICES

3.1 Timely Performance During the contract period, Contractor shall perform, in a timely manner, in compliance with the terms and conditions of this Contract and in compliance with the assurances, certifications, and all other statements made by Contractor in Attachment C. Time is of the essence in this contract. Contractor shall perform all Services in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. If any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they are deemed to be implied by and included within the scope of the Services as if specifically described in this

Contract. Contractor is responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

3.2 Review of Documents Contractor represents that is has thoroughly examined the technical requirements, performance parameters, specific coverage requirements, instructions and all other contract documents included in this contract. Contractor shall not plead ignorance of conditions that exist or that may hereafter exist as a result of failure or omission on its part to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract. A plea of ignorance shall not be a basis for varying the requirements or the compensation.

3.3 Responsibility for All Equipment Contractor is responsible for all equipment and assemblies used in the Aircraft, whether the equipment and assemblies are manufactured by the Contractor or purchased ready made from another source outside the Contractor's company. It is the sole responsibility of the Contractor to read the requirements and understand them.

3.4 Quality Assurance Contractor must have a quality assurance program with established inspection, test and documentation procedures. Contractor must have, in operation, a completion plant adequate to assure delivery of the Aircraft within the time specified in the contract, have adequate engineering and service personnel to satisfy any engineering or service problems that may arise during the warranty period, and have the necessary facilities and financial resources to complete the contract within the required time. All subcontractors must also have adequate manufacturing plant in operation.

3.5 Production Process County approves all airframe, accessory and engine modifications prior to Contractor performing. All airframe modification/installations shall allow easy inspection access. County also approves all subcontractors employed by the Contractor to complete these modifications. In addition, representatives of County are allowed to monitor, and inspect all phases of assembly of the airframe, accessories and engine.

3.6 Design Meeting Within ten (10) days after execution of this contract, Travis County aviation staff shall meet with Contractor's design team in a mutually agreed upon location in Olympia, Washington, for a technical meeting to complete details of designs/installations like materials, colors and installation locations and clarify any configuration issues. Travis County aviation staff may delete items from the list in Attachment A due to cost and/or weight of the Aircraft. If items are deleted from Attachment A due to weight or performance of the product or of the Aircraft, Contractor shall credit the amount included in the price for these deleted items in its invoice to County for the affected Aircraft.

3.7 Substitution of Equipment The parties acknowledge that certain modifications may take place with respect to the items on Attachments A. If County and Contractor mutually agree during the assembly process to substitute an item of equipment not originally described on Attachments A and that substitution results in an increased cost, the Net Purchase Price shall be adjusted and that increased cost shall be borne entirely by County. If either party becomes aware of a lower cost item of equipment with equivalent functionality that can be substituted during the assembly process, Contractor with County's prior written approval, shall procure and install that

equipment and credit the invoice for the Aircraft with the dollar amount of the savings realized by such substitution.

3.8 Purchase Order Contractor shall not deliver any Services until a purchase order number is assigned by the County Purchasing Office. Contractor shall reference purchase order and contract numbers on all invoices submitted to the Travis County Auditor. County is liable for payment of helicopter delivered or Services performed without authorized purchase orders. Upon issuance of a purchase order, the Contract Administrator contacts the Contractor and indicates the Aircraft to be supplied. Contractor must respond by supplying the Aircraft on a timely basis. Failure to act in this manner may result in termination of this contract.

3.9 Insurance Coverage At its own expense, Contractor shall maintain the following insurance coverage:

3.9.1 Commercial General Liability with contractual liability and environmental endorsements with limits of at least \$10,000,000, with Travis County named as an additional insured and a waiver of subrogation issued in favor of Travis County.

3.9.2

Employers Liability Insurance with limits of \$250,000.00 per employee;
\$500,000.00 per occurrence.

3.9.3 Workers Compensation Insurance with all states endorsement, statutory limits (Texas).

3.10 Notice of Cancellation Contractor shall provide County with a thirty (30) day advance written notice of cancellation or material change to required insurance coverage.

3.11 Delivery of Certificate of Insurance Within ten (10) days after execution of this contract by County, Contractor must provide original certificates of insurance to the Purchasing Agent which show that Contractor has insurance in compliance with section 3.9. Contractor must provide replacement certificates of insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term and renewal term of this contract in compliance with section 3.9. The certificate of insurance must contain the contract number on the Contract Award form issued by County.

3.12 Warranty Coverage Contractor shall provide either a performance bond or bank guaranty in the full amount of the purchase price of the aircraft for the six month duration of the warranty period.

3.13 Contract Administrator and Contract Manager The Purchasing Agent is the chief procurement officer and acts as the overall contract administrator. The County Executive, Emergency Services or his designee, is the Contract Manager and oversees day to day work under this Contract on behalf of the County, and has the authority to interpret and define in writing policies and make decisions about Contractor performance. For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and

equipment, the County Executive, Emergency Services shall act as contract manager on behalf of Travis County and his designee for Contractor contact is named below:

Travis County *STAR Flight*
 7800 Old Manor Road
 Austin, Texas 78724
 Casey Ping, Program Director (512) 854-6464

3.14 Holidays No Services will be performed at the County’s locations on designated holidays, unless specific prior arrangements have been made in advance. Below is the approved holiday schedule for 2012. Future schedules are expected to be similar.

<u>HOLIDAY</u>	<u>2012</u>
Martin Luther King, Jr. Day	MondayJan16,.....2012
President's Day.....	MondayFeb.....20,.....2012
Memorial Day	MondayMay ...28,.....2012
Independence Day	WednesdayJul.....04,.....2012
Labor Day	MondaySep.....03,.....2012
Veteran’s Day	MondayNov.....12,.....2012
Thanksgiving Day.....	ThursdayNov.....22,.....2012
Friday after Thanksgiving.....	FridayNov.....23.....2012
Christmas Season.....	MondayDec25,.....2012
Christmas Season.....	TuesdayDec26,.....2012

3.15 Discrimination Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition

4.0 AIRCRAFT REQUIREMENTS

4.1 Mission Capability The Aircraft furnished shall be suitable for and able to perform aerial fire suppression missions consisting of, for example, fixed tank and external fire bucket operations. The Aircraft must also be capable of performing aerial reconnaissance missions which involve extended periods of hovering while out of ground effect (without operational or cost penalty).

4.2 Parts Requirement The Aircraft and assemblies furnished shall be of highest quality, workmanship, and material. Viewed individually and as a finished product, all material, components and parts installed in or on the Aircraft during its manufacture and modification shall be certified serviceable and in an airworthy condition. In addition components with TBO

or Life Limitations should be either new or in zero time since overhaul condition and the exceptions as listed in Attachment C.

4.3 Ready for Service The Aircraft shall be completely assembled and adjusted, and all equipment, including standard and supplemental equipment, shall be installed and the units made ready for continuous operation. County intends to operate the Aircraft in support of public safety during and after the warranty period.

4.4 General Aircraft Requirements The Aircraft must:

4.4.1 Be capable of accomplishing wild land fire fighting missions,

4.4.2 Be public use,

4.4.3 Be maintainable by helicopter mechanics,

4.4.4 Be built with proven methods and products,

4.4.5 Have aircraft parts and components that are readily available,

4.4.6 Operate within the type certificate holders published Direct Operating Cost (DOC)

4.5 Specific Aircraft Operations Requirements Aircraft must meet the following specific performance requirements:

4.5.1 Maintain a max gross weight HOGE at 2000 feet PA and 40 degrees C,

4.5.2 Be capable of delivering 2300 lbs. of water with a full load of fuel and one pilot, and

4.5.3 Be capable of two hours of flight at max gross take-off weight,

4.6 Specific Aircraft Equipment Requirements Aircraft must include all of the modifications and equipment listed and described in Attachment C in compliance with the specifications in Attachment C. Aircraft must also have:

4.6.1 One turbine engine, minimum 1,800 horsepower,

4.6.2 Skid type landing gear,

4.6.3 Seat configuration with two pilot seats and removable seats for seven passengers,

4.6.4 Side loading passenger/cargo compartment,

4.6.5 A Maximum Gross Takeoff Weight not to exceed 9,500 pounds,

4.6.6 Single Pilot VFR with dual controls,

4.6.7 Night Vision Goggle Friendly Cockpit.

4.7 Tools, Training and Manuals Contractor must provide:

4.7.1 A list of recommended airframe special tools and engine special tools to perform field-approved maintenance and repair of the Aircraft with the anticipated cost of each item.

4.7.2 Airframe and engine transition training for four mechanics and transition flight training for one pilot:

4.7.2.1 Two classes of five (5) days of Mechanical Airframe and Engine Training for two mechanics in each class and

4.7.2.2 One class of five (5) days of training for Pilot Transition Training for one pilot.

4.7.3 All manuals and/or drawings for each modification or installation to the basic airframe, to include vendor parts list for each modification or installation to the basic airframe.

4.8 Spare Parts Contractor shall maintain an inventory of high-usage parts and a quick source for low-usage parts.

5.0 INSPECTION AND DELIVERY SCHEDULE

5.1 Timing of Delivery of Aircraft Contractor shall deliver one Aircraft no later than April 3, 2013. If acceptance and delivery of Aircraft under this Contract is being excusably delayed as described in 5.9, County shall extend the time for acceptance and delivery of the Aircraft by the number of days of delay determined to be caused by excusable delay.

5.2 Timing of Delivery of Special Tools and Spares Contractor shall deliver the special tools and spares listed in Attachment B no later than delivery of the first Aircraft but in no case later than April 3, 2013 unless delivery of Aircraft under section 5.1 of this Contract is being excusably delayed as described in 5.9 unless the tools or spares are backordered by the Contractor's vendor.

5.3 Timing of Delivery of Optional Aircraft If County exercises its option to purchase a second Aircraft in compliance with section 2.3, Contractor shall deliver the second Aircraft no later than ninety (90) calendar days after County has notified Contractor that County has exercised its option unless Contractor notifies County, within 30 days of being so notified, of a different delivery schedule that does not exceed One Hundred and Eighty (180) calendar days

after the date that Contractor is notified that County has exercised its option. If Contractor does not notify County of a different delivery schedule, the delivery schedule shall be ninety (90) calendar days after County has notified Contractor that County has exercised its option. If acceptance and delivery of Aircraft under this Contract is being excusably delayed as described in 5.9, County shall extend the time for acceptance and delivery of the Aircraft by the number of days of delay determined to be caused by excusable delay.

5.4 Delivery Location

5.4.1 Contractor shall deliver the Aircraft FREE ON BOARD at **STAR Flight** Hanger, 7800 Old Manor Road, Austin, Texas, 78724. Contractor shall deliver the special tools and spares FREE ON BOARD at **STAR Flight** Hanger, 7800 Old Manor Road, Austin, Texas, 78724. Contractor shall notify Willy Culberson at (512) 854-6468 at least two (2) weeks before delivery.

5.4.2 If the Aircraft is ready for delivery by March 3, 2013, en route to delivery of the Aircraft in Austin, Texas, Contractor may stopover to display the aircraft at Heli-EXPO Conference (March 3 through 5, 2013) in Las Vegas, Nevada. The display may include a presentation ceremony as if the Aircraft were being delivered to County at this event if Contractor complies with 5.4.1 for actual delivery as soon after the event as practical.

5.4.3 Final acceptance of the Aircraft is determined by County after completion of Inspection and Tests by County personnel.

5.5 Pre-delivery Inspection Pre-delivery inspection and testing shall be performed at Contractor's location. Upon delivery, County shall inspect the Aircraft to determine if there are any damages and to verify that the Aircraft delivered to County conforms to contract specifications. If delivery of Aircraft is in compliance with this contract, final acceptance shall be at the **STAR Flight** Hanger after delivery. Contractor shall provide project updates through verbal discussions and photographs posted on its website. Contractor shall assign a login and password to County staff upon request by Contract Manger if an email address is provided for the staff. Contractor's interactive system allows County to view and comment on pictures, ask questions, and correspond with Contractor throughout the performance of this contract.

5.6 Notice of Non-Acceptance If the Aircraft is not acceptable, County shall furnish a letter of non-acceptance detailing the deficiencies within fifteen (15) calendar days after delivery. In the notice of non-acceptance, County may require Contractor to perform repairs prior to acceptance. If County requires Contractor to perform repairs prior to acceptance of the Aircraft, Contractor must begin repairs within five (5) business days after receiving the letter of non-acceptance from County. If Contractor fails to begin repairs within five (5) business days after receiving the letter of non-acceptance Contractor is subject to liquidated damages pursuant to section 5.7 or 5.8 as applicable. Acceptance of the Aircraft does not release Contractor from liability for faulty workmanship or materials that appear even after final payment has been made. Final payment is made only after County has inspected Aircraft and notified Contractor of acceptance.

5.7 Liquidated Damages for Aircraft If the Contractor does not deliver the Aircraft in an acceptable condition in compliance with this contract on or before the delivery date in 5.1, Contractor shall pay County liquidated damages of \$300 per calendar day until the Aircraft is delivered in an acceptable condition. No liquidated damages are payable between the delivery date stated in 5.1 and any extended date for completion if the time for delivery under this Contract is extended due to excusable delays in described in 5.9. Contractor shall credit any amount due as liquidated damages in its invoice to County for the delayed Aircraft. At its sole option, County may waive the liquidated damages if the delay arises out of causes beyond Contractor's control and is not caused through Contractor's fault or negligence. If the Contractor fails to perform any other terms or conditions of the Contract, Contractor shall pay County for actual damages incurred.

5.8 Liquidated Damages for Optional Aircraft If the Contractor does not deliver the Aircraft in an acceptable condition in compliance with this contract on or before the delivery date in compliance with section 5.3 that is stated in the modification to the Contract resulting from County's notice of the exercise of its option, Contractor shall pay County liquidated damages of \$300 per calendar day until the Aircraft is delivered in an acceptable condition. No liquidated damages are payable between the delivery date stated in the modification related to the exercise of the option and any extended date for completion if the time for delivery under this Contract is extended due to excusable delays in described in 5.9. Contractor shall credit any amount due as liquidated damages in its invoice to County for the delayed Aircraft. At its sole option, County may waive the liquidated damages if the delay arises out of causes beyond Contractor's control and is not caused through Contractor's fault or negligence. If the Contractor fails to perform any other terms or conditions of the Contract, Contractor shall pay County for actual damages incurred.

5.9 Excusable Delays Contractor is not responsible for any failure to perform or delay in performance due, in whole or in part, to "excusable delays." An "excusable delay" is any failure to perform or delay in performance that is due to causes beyond Contractor's control including, but not limited to, acts of God, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes, failure or delays in transportation despite Contractor's diligent attempts to provide alternate transportation, equipment or machinery breakdown up to but not to exceed ten (10) business days, failure or delay of Contractor's sources of supplies, acts, orders or priorities (where compliance is mandatory) of any government, state, or political subdivision or agency thereof or judicial action.

5.10 Notification Of Delay Contractor shall notify County as soon as Contractor has, or should have, knowledge that an event has occurred that will delay delivery of the Aircraft. Such notification shall include the reason(s) for and length of the anticipated delays(s). Within five (5) workdays, Contractor shall confirm such notice in writing furnishing as much detail as is available. Notice of delay shall not waive remedies otherwise available to County.

5.11 Request For Extension Contractor shall supply, as soon as such information is available, any reasonable proofs that are required by County to make a decision on any Contractor request for extension of time for delivery. The Commissioners Court shall examine the request and any documents supplied by the Contractor and determine whether Contractor is

entitled to an extension, and the duration of any extension. Contractor shall be notified of County's decision in writing. County's decision shall be final.

5.12 Delivery of Training Contractor shall provide the Mechanical Airframe Training and Engine Training described in 4.7.3.1 prior to delivery of the Aircraft at a time that is mutually agreeable to County. Contractor shall provide the Pilot Transition Training described in 4.7.3.2 prior to or within 30 days of delivery.

6.0 INVOICING AND PAYMENT

6.1 IRS Form W-9 Required Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

6.2 Invoice Required Payment shall be made by check by County upon satisfactory delivery and acceptance of Aircraft and submission of an invoice in compliance with this contract to the County Auditor, P.O. Box 1748, Austin, Texas 78767.

6.3 Contents of Invoice County does not pay invoices that are in excess of the amount authorized by the Purchase Order. Invoices shall include at least:

6.3.1 name, address, and telephone number of Contractor and similar information if is to be made to a different address;

6.3.2 County Contract and Purchase Order number;

6.3.3 identification of products or services outlined in this Contract;

6.3.4 description of item purchased and full purchase price, quantity or quantities, applicable unit prices, total prices, and total amount;

6.3.5 details of applicable credits including reason of credit, and amount of credit, and

6.3.6 any additional payment information called for by this Contract.

6.4 Timing of Payment Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time begins upon satisfactory delivery of products and services or submission of acceptable invoice, whichever is latter. Partial payments are not made unless specifically requested by Contractor and approved by County prior to execution of Contract.

6.5 Overdue Payments Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

6.6 Inclusive Price All prices stated in this contract include complete installation, all hardware, wiring, controls and accessories to insure complete functionality and accurate operations of the equipment. Items, materials, parts, accessories, and appliances not specifically mentioned within the requirements, but necessary for the proper operation or function are to be furnished.

6.7 Disbursements To People With Outstanding Debts.

6.7.1 In this subsection, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

6.7.2 In accordance with Texas Local Government Code, section 154.045, if a notice of Debt has been filed with the Travis County Auditor or Treasurer that provides evidence of Contractor's Debt to the state, County or a salary fund, County does not draw a check or warrant on a County fund in favor of Contractor, its agent or assignee until:

6.7.2.1 The Travis County Treasurer notifies Contractor in writing that the Debt is outstanding; and

6.7.2.2 The Debt is paid.

6.7.3 County may apply any funds County owes Contractor to the outstanding balance of Debt for which notice is made under Subsection 6.7.2, if the notice states that the amount County owes Contractor may be applied to reduce the outstanding Debt.

6.7.4 Despite anything to the contrary in this Contract, if Contractor's property taxes in Travis County are delinquent when Contractor invoices County, Contractor assigns to the Travis County Tax Assessor-Collector the portion of what County owes Contractor under this Contract that is equal to the amount of Contractor's delinquent County property taxes for payment of these taxes.

6.7 Price of Aircraft The total price for each Aircraft is \$2,172,494. On the invoice for each Aircraft, Contractor shall reduce the net total price by any additional credits due for that Aircraft under the terms of this contract.

6.8 Price of Special Tools and Spares The total price for all special tools listed in Attachment B is \$122,711. The total price for all spares listed in Attachment B is \$61,506.80.

6.9 Payment—Aircraft Within 30 days after the latter of the date on which County has received an invoice in compliance with this Contract or County has inspected the Aircraft delivered and notified Contractor of acceptance by Commissioners Court, County shall pay Contractor the amount on the invoice for the Aircraft if it is prepared in compliance with this Contract. Contractor shall provide all documentation necessary for County to file a transfer of title for the Aircraft to County with the FAA within ten (10) days of receipt of this payment.

6.10 Payment—Special Tools and Spares Within 30 days after the latter of the date on which County has received an invoice in compliance with this Contract or County has inspected the special tools and spares delivered and notified Contractor of acceptance, County shall pay Contractor the amount on the invoice for the special tools and spares if it is prepared in compliance with this Contract.

6.11 Payment—Optional Aircraft If County exercises its option to purchase a second Aircraft, within 30 days after the latter of the date on which County has received an invoice in compliance with this Contract or County has inspected the optional Aircraft delivered and notified Contractor of acceptance by Commissioners Court, County shall pay Contractor the amount on the invoice for the optional Aircraft if the invoice is prepared in compliance with this Contract. Contractor shall provide all documentation necessary for County to file a transfer of title for the first Aircraft to County with the FAA within ten (10) days of receipt of this payment.

6.12 Title/License Upon receipt of payment for the Aircraft, Contractor shall deliver clear title in the name of County of Travis, State of Texas with proof of filing transfer of title with the FAA to:

Travis County Purchasing Office
700 Lavaca, 8th floor
Austin, Texas 78701
ATTENTION: FIXED ASSET MANAGER

7.0 WARRANTY

7.1 General Warranty Contractor shall furnish its warranty in the form in Attachment D to the receiving office at time of delivery. The components of the airframes, engines components and modifications which Contractor has replaced shall be warranted against defects in material and workmanship for the lesser of six (6) months or 500 hours. If the manufacture's standard warranty exceeds six (6) months or 500 hours, then the standard warranty period shall apply. Contractor shall furnish any manufacturer's warranty to the receiving office at time of delivery Contractor pays all freight for warranty parts to and from Travis County. County maintains the equipment in accordance with the manufacturers published recommendations.

7.2 Exclusions from Warranty County assumes the expense for replacement lubricating oils, hydraulic fluids, greases, filters, fuel, lights, belts, cleaning and other minor items normally consumed in day-to-day operations. County assumes responsibility for cost of repairs resulting from fire, collision, theft, vandalism, operator negligence or acts of God.

7.3 Suppliers' Manufacturer's Warranties Contractor shall provide County with copies of the warranties provided by the manufacturers of any new components installed on the Aircraft when the Aircraft is delivered. Contractor shall assist County in obtaining warranty services other manufacturers of new components if any claims arise under the warranties provided by the manufacturer and the other manufacturer does not provide County with satisfactory warranty service within a reasonable time after County makes a claim. Contractor shall use all reasonable influence and persuasion available to it to secure satisfactory warranty services from other manufacturers. If County determines that an extended warranty is required

from any other manufacturer, County is responsible for arranging for that warranty with the other manufacturer directly.

8.0 CONTRACTOR CERTIFICATIONS

8.1 Documents Examined Contractor represents that it has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment or services as required by the proposal conditions.

8.2 Fiscal Responsibility Contractor certifies that Contractor is a duly qualified, capable, and bondable business entity, Contractor is not in Receivership and does not contemplate it, and that Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that Contractor is not currently delinquent with respect to payment of property taxes within Travis County.

8.3 Compliance with Copyrights Contractor warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

8.4 Not Debarred Contractor certifies that at the time of submission of its proposal, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Contractor has not been placed on this list between the time of its proposal was submitted and the execution of this Contract. If Contractor is placed on the list during the term of this Contractor, Contractor shall notify the Purchasing Agent. False certification of failure to notify may result in terminating this contract for default.

8.5 Covenant Against Contingent Fees Contractor warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion, as applicable, to add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.6 Conflict of Interest Questionnaire If required, Contractor represents that it has filed and will update, as needed, a complete Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor notes that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. As between County and Contractor, Contractor is solely responsible for the preparation, accuracy and completeness of its Conflict of Interest Questionnaire, and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

9.0 CONTRACTOR LIABILITY, INDEMNIFICATION:

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

10.0 COUNTY ACCESS

10.1 Access to Records Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

10.2 Monitoring Performance County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this contract, and of the adequacy and timeliness of Contractor's performance under this contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

11.0 NON-WAIVER OF DEFAULT

11.1 Limit of Waiver The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee or representative of County may waive any breach of any term or condition of this contract unless expressly granted that specific authority by Commissioner Court.

11.2 Rights Reserved All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12.0 GRATUITIES

County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor to any County official or employee with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

13.0 DISPUTE RESOLUTION

13.1 County Representative The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

13.2 Mediation When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

13.3 Termination For Default Failure by either County or Contractor to perform any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within thirty (30) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the thirty (30) calendar days shall constitute a Default. The defaulting party shall be given ten (10) calendar days within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action is in its interest, resulting from such notice. All notices for corrective action, breach, default, or show cause shall be issued by the Purchasing Agent or County legal representative only. All replies shall be made in writing to the County Purchasing Agent or County legal representative at the address for Notice. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be

considered as not having been issued or received. County reserves the right to enforce the performance of this contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the goods or services covered by this contract, or compensate for any loss or damage to County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this contract.

13.4 Termination for Convenience County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination, the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

13.5 Funding Out Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

13.6 Forfeiture Of Contract Contractor shall forfeit all benefits of the contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this contract if:

13.6.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date on which its proposal was due with one or more Key Contracting Persons, if Contractor has not disclosed the name of that Key Contracting Person in Attachment F, Disclosure Statement, which is expressly incorporated in this contract; or

13.6.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this contract was submitted and prior to full performance of the contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person.

14.0 CHANGES

14.1 Modifications Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes in any of the following that are within the general scope of this contract:

14.1.1 Description of services;

14.1.2 Place of delivery;

14.1.3 Any aspect of contract to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

14.2 Limit of Authority It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that specific authority by the Commissioners Court.

14.3 Price Changes If any change under 14.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract. The Contractor must submit any "proposal for adjustment" within thirty (30) days after the date of receipt of the written order.

14.4 Submission Procedure Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

15.0 ASSIGNMENT

15.1 Assignment. The parties to this contract shall not assign any of the rights or obligation under this agreement without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

15.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.

15.3 Name Change If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

15.4 Assignment Of Contract Or Mortgage Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntarily or involuntarily without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

16.0 SUBCONTRACTS

16.1 Approval Required Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

16.2 HUB Search If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

17.0 NOTICES

17.1 Procedure Any notice required or permitted to be given under this contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

17.2 County Address The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M. (or her successor)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

17.3 Contractor Address The address of the Contractor for all purposes under this contract shall be:

Brian Reynolds
Northwest Helicopters LLC
1000 85th Avenue SE
Olympia, Washington 98501
Telephone: 360 754 7200

17.4 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

18.0 ADDITIONAL GENERAL PROVISIONS:

18.1 County may assign any of its obligations under this contract.

18.2 Contractor shall give all notices and comply with all federal, state, and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Contract including, but not limited to, the laws referred to in this Contract. Upon request, Contractor shall furnish County copies of any licenses or permits required to comply with these laws, orders and regulations.

18.3 Contractor must secure all necessary permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

18.4 Contractor must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Contractor.

19.0 ENTIRE AGREEMENT

19.1 All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Contractor in accordance with 3.1 of this contract:

- 19.1.1 Attachment A, Specifications and Pricing for Aircraft
- 19.1.2 Attachment B, List of Special Tools and Spares
- 19.1.3 Attachment C, Portions of Proposal from Contractor
- 19.1.4 Attachment D, Warranty from Contractor, and
- 19.1.5 Attachment E, Affidavit.

20.0 CONSTRUCTION OF CONTRACT:

20.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.

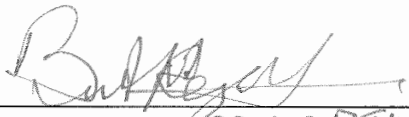
20.2 Severability. If any portion of this contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

20.3 Headings. Headings and titles in this contract have been included only to make it easier to locate the subject matter covered and shall not be used in construing this contract.

20.4 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the last Sunday of October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first Sunday of April until 2:00 o'clock a.m. on the last Sunday of October.

20.5 Gender and Number: Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

NORTHWEST HELICOPTER LLC

By: 
Printed Name: BRIAN REYNOLDS, CEO
Its Duly Authorized Agent

Date: 12-5-12

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Nicki Riley, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____

Attachment A - Equipment List

Airframe:			
Item	Description	Acceptable Equivalent	Individual Cost of Equipment
Basic airframe	All standard Equipment included		1,700,000.00
Paint (airframe)	Three color	paint type, color and scheme to be determined	INCL
Paint (rotor blades)	High Visibility		INCL
Decals	Travis County, STAR Flight, N#, any other specified markings or letters		INCL
Landing gear	High Gear for ground clearance		12,555.00
Skid shoes	Full length	Shwayder Corporation	7,750.00
Wire Strike protectors	Upper and Lower		INCL
Pilot and copilot seats	High back design, fore/aft adjustable, vertical adjustable		INCL
Cargo hook		Mechanical Specialties	18,125.00
Passenger/Cargo compartment floor mounted tie down rings	Standard to the aircraft		INCL
Heater	Must be operable during all phases of flight		INCL
Sound Proofing	Throughout cabin and cockpit		INCL
Rain removal	Standard Windshield wipers		INCL
ENGINES:			
Engine compressor wash kit			INCL
Starter generator	Including one spare		5,000.00
Engine Particle separators	Cleanable barrier type. Purchase to include two spare elements		60,000.00
INSTRUMENTS/AVIONICS:			
Master switch	Controls all radios and avionics		250.00
Pilot and co-pilot radio foot switch			100.00
GPS/NAV/COM	Two each	Garmin 430W	21,000.00
Glass Panel Display	One each	Garmin G500H	25,000.00
Transponder	Mode S	Garmin	5,500.00
DME indicator	Manufacturer standard		3,100.00
Marker beacon	Manufacturer standard		800.00
Radar altimeter		Free Flight	9,200.00
Clock	One each		200.00
Satellite tracking		Outerlink	25,425.00
Voice and video recording		Outerlink	INCL
Police/EMS radio	UHF, VHF, Motorola 800 capable, scan capable. Transmit capable from pilot, co-pilot and rear cabin. Cockpit mounted and cabin-mounted control heads with rear radio controller. Location to be determined	Techsonic TDFM 6148/RC-6000	28,711.00
ELT	Cockpit remove on/off/test switch	406MHz, same as current	1,700.00
DOORS/WINDOWS:			
Windshield wipers	standard		INCL
EXTERIOR LIGHTING:			
Landing/Search light	Movable		INCL

Attachment A - Equipment List

ELECTRICAL/LIGHTING:			
Battery	Lead acid, one spare	Concord	INCL
Co-pilot map light	Mounted similar to pilot, NVG Compatible		INCL
Passenger/crew compartment lighting	Basic aircraft standard equipment		INCL
Water Bucket	Provisions for electrical actuation		275.00
CREW COMPARTMENT:			
Cabin floor	One piece protective overlay		INCL
Crew seats (7)	Lightweight easily removable troop seats		INCL
ACCESSORIES:			
Fixed belly mounted water tank filled by snorkel	Capacity 325 gallons. Designed for using the cargo hook without tank removal		145,250.00
Ground Handling equipment	One set of skid mounted wheels, one tow bar	Tow bar Bracket model # HT-7M	12,233.00
Protective covers and security	Standard blade tie-downs. Intake and exhaust covers. Forward cockpit and mid airframe covers	See Bruce Custom Covers	3,775.00
		Total Proposed Cost, Including all equipment listed	<u>\$ 2,085,949.00</u>

"INCL" MEANS INCLUDED IN BASIC AIRFRAME PRICE

Attachment B

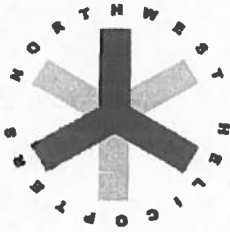
UH-1H Field Maintenance Special Tools

M/R Head Stand	\$ 3,579.00
Transmission Stand	\$ 24,300.00
M/R Static Balancer (Marvell)	\$ 28,960.00
T/R Static Balancer (Marvell)	\$ 29,230.00
Torque Multiplier	\$ 14,120.00
Blade Bolt Puller	\$ 1,520.00
Pitch Change Locks	\$ 380.00
Tensiometer	\$ 1,250.00
2" Wrench	\$ 220.00
1 5/16" Wrench	\$ 125.00
Tab Tools	\$ 1,100.00
Blade Bolt Socket	\$ 850.00
Alignment Scope	\$ 682.00
Scope Base	\$ 1,200.00
M/R Stops	\$ 230.00
Cyclic Rigging Fixture	\$ 2,610.00
Transmission Plug	\$ 2,437.00
Head Lifting Tool	\$ 685.00
Engine to Transmission Alignment Tool	\$ 5,056.00
Transmission Jacks	\$ 1,211.00
Jackscrews, Input Quill	\$ 216.00
Boost Pump Puller	\$ 250.00
Engine Rigging Switch	\$ 2,500.00

Attachment B
List of Spares

Description	Part Number	Quantity	Unit Price	Total Price
GASKET	205-040-187-3	2	\$ 6.95	\$ 13.90
FCU GASKET	1-080-025-02	2	\$ 7.25	\$ 14.50
HOT AIR GASKET	204-060-485-1	2	\$ 9.85	\$ 19.70
DOOR ROLLER	205-030-437-7	5	\$ 11.25	\$ 56.25
SHIM	100-055-5	4	\$ 10.35	\$ 41.40
SHIM ENGINE	205-060-137-3	3	\$ 11.25	\$ 33.75
ROLLER	205-030-437-5	2	\$ 13.60	\$ 27.20
ANTI-ICE GASKET	1-160-047-02	2	\$ 15.00	\$ 30.00
LAMP POSITION LIGHT	W1290	3	\$ 15.00	\$ 45.00
STARTER GASKET	1-080-026-01	3	\$ 18.00	\$ 54.00
SEAL	71X7062	2	\$ 21.30	\$ 42.60
FILTER ELEMENT	B 19056	15	\$ 32.90	\$ 493.50
LAMP SEARCH LIGHT	GE4581	2	\$ 35.00	\$ 70.00
SHIM ENGINE	205-060-138-3	1	\$ 66.00	\$ 66.00
ROD END	47-140-252-3	2	\$ 85.00	\$ 170.00
100 HR KIT ENGINE	1-200-030-27	2	\$ 93.00	\$ 186.00
DOOR LATCH	90-030-06A3	2	\$ 101.00	\$ 202.00
CLAMP supered 30-058-1	MS28042-1A	2	\$ 106.00	\$ 212.00
ICS AND XMIT SWITCH	M8805/111-04	1	\$ 150.00	\$ 150.00
FOOT SWITCH	MS25039-1	1	\$ 160.00	\$ 160.00
SEAL *KIT	1-300-232-04	1	\$ 165.00	\$ 165.00
AIRFRAME PHASE KIT	NWHELI	2	\$ 200.00	\$ 400.00
CLAMP	MS28042-2A	1	\$ 230.00	\$ 230.00
OIL SCREEN	AC-A926E-440	1	\$ 435.00	\$ 435.00
SPROCKET	1560-UH-1-753-1	1	\$ 253.00	\$ 253.00
ROD END	204-011-763-1	2	\$ 442.00	\$ 884.00
IGNITERS	1-300-348-01	4	\$ 445.00	\$ 1,780.00
BLADE P/C BOTTOM RODEND	212-010-123-101	2	\$ 629.00	\$ 1,258.00
BATT/START/EXT RELAY	MS24172D1	2	\$ 738.00	\$ 1,476.00
TACH GEN	various	2	\$ 975.00	\$ 1,950.00
BOOST PUMP CARTRIGE O/H	2C27-3	1	\$ 2,219.00	\$ 2,219.00
RPM WARN BOX	205-074-033-103	1	\$ 2,315.00	\$ 2,315.00
UNIVERSAL	204-011-128-1	1	\$ 2,343.00	\$ 2,343.00
SF SOLENOID	1-300-191-05	1	\$ 3,300.00	\$ 3,300.00
VOLTAGE REGULATOR	CVS1152-12AB	1	\$ 2,700.00	\$ 2,700.00
SF SCREW	MS35266-61	10	\$ 8.00	\$ 80.00
SF GASKET	1-160-362-03	10	\$ 9.00	\$ 90.00
FIELD RELAY	MS25457-D1	1	\$ 1,340.00	\$ 1,340.00
MASTER CAUTION PNL	204-075-705-045	1	\$ 5,930.00	\$ 5,930.00

IGNITER BOX	1-300-363-01	1	\$ 8,000.00	\$	8,000.00
Instrument kit	various	1	\$ 13,937.00	\$	13,937.00
DOOR CABLE ASSY	46-3045	2	\$ 47.00	\$	94.00
DOOR SEAL KIT	46-115	1	\$ 114.00	\$	114.00
PUMP SOLENOID	124-903	1	\$ 119.00	\$	119.00
CARTIDGE COIL	46-9016	2	\$ 300.00	\$	600.00
PRESSURE SWITCH	46-9009	1	\$ 395.00	\$	395.00
TAIL CABLES SHORT	205-001-720-001	2	\$ 610.00	\$	1,220.00
TAIL CABLES LONG	205-001-706-009	2	\$ 701.00	\$	1,402.00
T/R P/C'S	204-011-762-11	2	\$ 2,195.00	\$	4,390.00
TOTAL				\$	61,506.80



Travis County Purchasing
RFP 1209-003-BF Helicopter

DETAILED PROPOSAL

October 25, 2012

Attachment to bid for supply of a Fire Suppression and Disaster Response Helicopter for Travis County, Texas.

We submit one each refurbished Bell UH-1H Public Use Helicopter.

QUALITY STATEMENT:

The helicopter furnished will meet the criteria of our company listed below:

1. OEM Bell Approved model UH-1H Customer Service Facility.
2. Bell Platinum level facility
3. UH-1H FAA repair station
4. ISO 9001 certified
5. UH-1H complete overhaul facility
6. Garmin Avionics dealer
7. Isolair Fire tank dealer
8. Mechanical Specialties exclusive dealer/service center
9. Brackett ground handling equipment dealer
10. Largest UH-1H parts warehouse in U.S. with parts readily available of high and low use parts
11. Have provided many helicopters in this configuration recently

DETAILS:

Bell UH-1H max gross weight 9500 lbs.

Empty weight 5285 lbs

Pilot weight 200 lbs

Tank weight 335 lbs

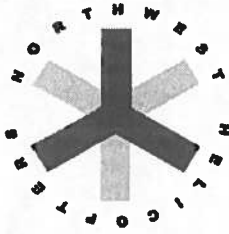
Fuel 2 hrs 1260 lbs

Water weight 2300 lbs

Total operational weight: 9,380 lbs

Note: Weight of optional skid shoes unknown at this time and not calculated

Performance chart: HOGS 2000 feet PA and 40 degrees C, max weight 9,400 lbs



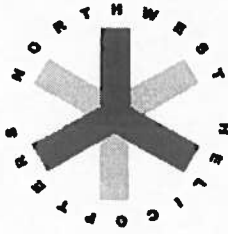
Travis County Purchasing
RFP 1209-003-BF Helicopter

EQUIPMENT CONFIGURATION:

- New Global fin spar kit installed in tailboom
- New BLR Strake and Fast Fin Kit™
- New lead acid battery
- New soundproofing
- 9 seat interior, 2 pilots, 7 pass removable seats
- Co pilot map light
- Pass/crew compartment lighting
- Dual controls
- Heater
- All new plastic windows
- Serviceable windshields
- Stainless steel inspection panel bolt kit
- Strobe light
- New cyclic grips
- Single pilot VFR
- High skid tank landing gear
- New control boots
- Overhauled electrical switch panels
- Isolair fixed fire tank with snorkel 323 U.S. Gallons with cargo hook capability
- New DC circuit breakers
- K-Flex driveshaft
- Wire strike kit
- Model 212 upgraded 42 gearbox
- Windshield wipers
- All new airframe seals
- Landing and search lights
- Main gen/wiring removal
- High visibility MR Blade paint
- Standard floor mounted tie down rings
- Engine compressor wash kit
- AFS engine barrier filter system
- Water bucket electrical provisions
- Cabin floor protector
- Mechanical Specialties UH606 cargo hook system
- Full length skid shoes shwayder corp
- Fuel port protector
- Step protector
- Pilot steps (required for tank operations)
- Serviceable fuel tanks
- Solid state inverter mod

INSPECTIONS AND MAINTENANCE COMPLIANCE:

1. ACE structures inspection
2. Phase inspections 1-6
3. All calendar inspections completed
4. All FAA AD's complied as of this date
5. New fuel and oil hoses
6. All aircraft systems inspected and repaired as needed
7. Complete test flight program



Travis County Purchasing
RFP 1209-003-BF Helicopter

NEW TIME LIFE COMPONENTS:

- Rotating bolt kit 600 hrs
- Tail rotor hangar bearings 600 hrs
- Oil cooler bearings 450 hrs
- Main rotor mast 15,000 hrs
- Collective levers 4,800 hrs
- Main rotor TT straps 2,400 hrs
- Elevators L&R 3,600 hrs
- Tail rotor slider 3,000 hrs
- Tail rotor blades 1,200 hrs
- Main rotor trunnion 15,000 hrs
- Tail rotor yoke 1,500 hrs
- Tail rotor grips 2,500 hrs
- Swashplate support 3,600 hrs

OVERHAULED COMPONENTS:

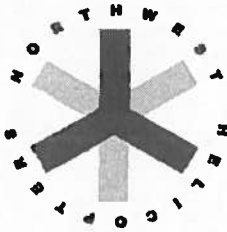
- Main rotor transmission 2,000 hrs
- Main rotor head 1,200 hrs
- Scissor and sleeve assembly 1,200 hrs
- Swashplate and support assembly 1,200 hrs
- Model 212 42° upgraded gearbox 5,000 hrs
- Tail rotor gearbox 1,200 hrs
- Main rotor mast assembly 1,500 hrs
- Tail rotor hangar assemblies 600 hrs
- Main input quill 1,500 hrs
- MR Blades 1250 HRS TTSN

TIME CONTINUED LIFE COMPONENTS, ZERO TSO AT INSTALLATION:

- Elevator horn 3,000
- Scissor levers 2,400/2,400
- Stabilizer bar frames 12,000/12,000
- Main rotor yoke 1,200
- Drag brace clevis 1,200
- Main rotor head Pins & fittings 1,200

PAINT AND INTERIOR:

- New custom exterior paint (customer provided scheme) to include all markings, three color.
- New commercial grey and black interior paint
- New commercial grey custom interior soundproofing blankets and trim
- New seven place passenger seat covers
- All Travis County markings as requested
- Upgraded pilot seats



Travis County Purchasing
RFP 1209-003-BF Helicopter

ENGINE:

Overhauled to zero time T53-L-703, 1800 SHP
Upgraded instrumentation and upgraded oil cooler
Serviceable fuel control and governor

GROUND EQUIPMENT:

Blade tie downs
Intake and exhaust covers
Cockpit cover
Mid airframe cover
Brackett ground handling wheels and tow bar

AVIONICS KIT:

- Two Garmin GNS 430W GPS/Nav/Com
- Single Garmin G500H Glass panel
- DME Indicator
- Marker Beacon
- Technisonic audio system, two panels one back remote
- NVG friendly cockpit
- FM Technisonic TDFM-6148/RC-6000
- Fast tech modular wiring system
- Garmin transponder with mode S encoder
- 406 ELT
- Hour meter
- Digital Clock
- New instrument panel
- Avionics master switch
- Pilot and co pilot foot switches
- Free Flight Digital radar altimeter
- All needed indicators, antennas, and installations
- Outer link satellite tracking with VVR

WARRANTY

NORTHWEST HELICOPTERS LLC

WARRANTY AND REMEDY: Each helicopter is sold "AS IS/WHERE IS" subject to the following warranty and remedies. Seller warrants each used helicopter to be free from defect in material or workmanship under normal use and service. Seller's sole obligation under this warranty is limited to replacement or repair of components which the seller has overhauled or repaired and which are determined to Seller's reasonable satisfaction to have been defective within 500 hours of operation or 6 months after delivery, whichever occurs first. Defective components must be reported in writing to the Seller's Warranty Administration within 30 days of being found defective. Warranty adjustment is contingent upon the Purchaser complying with the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, paint, upholstery, carpeting, and Purchaser-furnished equipment or equipment manufactured by others and installed at purchaser's request and avionics, except Seller assigns each such manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable. Any component with a scheduled overhaul interval or retirement life which at deliver of the helicopter has less than 100 hours of time remaining to retirement or overhaul will not be covered by this warranty.

This warranty shall not apply to any helicopter or part thereof which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. No person, corporation or organization is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters.

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date: October 26, 2012
Name of Affiant: Brian Reynolds
Title of Affiant: CEO
Business Name of Proposer: Northwest Helicopters LLC
County of Proposer: Thurston County

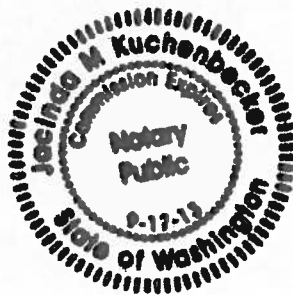
Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant (handwritten signature)

1000 85th Ave. SE Olympia, WA 98501
Address

SUBSCRIBED AND SWORN TO before me by Brian Reynolds on Oct. 26, 2012.



Jacinda M. Kuchenbecker
Notary Public, State of Washington

Jacinda M. Kuchenbecker
Typed or printed name of notary
My commission expires: 9-17-13

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
October 8, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant.....	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Cheryl Aker	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2.....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant.....	Loretta Farb	
Executive Assistant.....	Joe Hon	
Executive Assistant.....	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber	Retired
Executive Assistant.....	Garry Brown	
Executive Assistant.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR.....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety.....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney.....	David Escamilla	
First Assistant County Attorney.....	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division.....	John Hille	
Attorney, Transactions Division.....	Vacant	
Attorney, Transactions Division.....	Daniel Bradford	
Attorney, Transactions Division.....	Mary Eita Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent.....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV.....	Vacant	
Purchasing Agent Assistant IV.....	Lee Perry	
Purchasing Agent Assistant IV.....	Jason Walker	
Purchasing Agent Assistant IV.....	Richard Villareal	
Purchasing Agent Assistant IV.....	Patrick Strittmatter*	

Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV vacant
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III C.W. Bruner, CTP
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 Aviation Services Willy Culberson
 Aviation Services Casey Ping
 Aviation Services Stan Wedell
 Aviation Services Mark Parcell

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong.	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

NONE

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

