

Invitation for Bid (IFB)

IFB 23-448

Supplies or Service Requested: Helicopter Completion Equipment
Airbus H125

Departments: Police

NIGP Commodity Code(s):
035-50

Solicitation Schedule

EVENT	DATE
IFB Issue Date	06/21/2023
Pre-Bid Conference or Webinar <i>Location Zoom/Teams link</i>	NO PRE-BID CONFERENCE
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	07/12/2023 <i>7 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	07/19/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Darin Johnson, Buyer | darinjohnson@cityoftulsa.org
*All questions should be emailed with IFB **23-448** on the subject line.*

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source of supply to provide Helicopter completion parts, equipment, and services for a new 2023 Airbus H125 helicopter or acceptable equivalent parts to be used by Air Support of the Tulsa Police Department (TPD) of the City of Tulsa (City).

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#)

The entire Invitation for Bid (IFB) including any additional information submitted by Seller and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement, or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids to procure a source to provide Helicopter Completion Equipment for a 2023 Airbus H125.

All equipment Bid shall be new and the latest production model. Brochures and/or specification literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of this Specification must accompany each Bid. Warranty and delivery information should be provided with the Bid.

Any Manufacturer's name and model called out in this IFB is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality. Any exceptions to or deviations from the Specifications set forth in the IFB should be clearly described in the Seller's Bid. During a standard warranty period or for any extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the City pertaining to warranty repairs.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

Additional Supply-Specific Delivery Requirements

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of Tulsa personnel.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

General Helicopter Completion Specifications:

1. Seller will deliver services and equipment for completion of one (1) new 2023 Airbus H125 police equipped helicopter.
2. Sellers must provide documented experience with complex law enforcement helicopter completions. The documented completions must include law enforcement and aviation communication systems, gyro stabilized camera systems which include infrared and video cameras and custom helicopter cockpit panel layouts. Suppliers must have completed at least eight (8) completions on Airbus H125 police helicopters within the previous 24 calendar

- months. Sellers shall provide in the bid packet contact information (name, address, phone number, email address) to verify the eight (8) previous completions described above.
3. Seller must have consistently met one hundred twenty (120) calendar day completion schedules.
 4. Seller must be a licensed Federal Aviation Administration avionics repair station.
 5. All installed equipment and accessories must have FAA approval and not affect the standard airworthiness certificate.
 6. All equipment and accessories installed on the helicopter must be approved by the FAA through the STC or 337 process.
 7. All items listed on the completion specification section and **TABLE A – Airbus H125 Helicopter Completion Specification Worksheet** shall be provided by the Seller unless an item is specifically listed as being provided by Tulsa Police Air Support as customer furnished equipment. Customer furnished equipment items shall be quoted as installation cost only.

Completion Standards:

1. Seller shall provide a quotation In **TABLE A** on each specific piece of equipment to be installed. The Seller shall specify the make and model numbers on every line item of equipment. Group quotations for similar equipment will not be accepted.
2. All equipment installed on the helicopter must be new and not used, refurbished, or overhauled.
3. The completion Seller shall be financially responsible to the City of Tulsa/TPD for the cost of the helicopter and for all customer furnished equipment delivered to the Seller at the time Seller takes possession of the helicopter and at the time Seller receives TPD furnished equipment. This responsibility continues until TPD's final inspection and acceptance.
4. All completion work shall be performed at the Seller's place of business. No part of the completion work will be done by a third party.
5. The Seller shall ensure that all work is performed, and all necessary documentation is completed in conformance to FAA standards, maintaining the Standard Airworthiness Certificate of the helicopter.
6. The Seller shall include and install all wiring, necessary displays, switches, relays, interconnects, hardware, firmware, and software to make all systems and devices fully functional and interface together to the full extent of their design capabilities.
7. All wiring installed by the Seller shall be indelibly marked along its entire length at a minimum of every twelve (12) inches to identify its function. After installation every individual installed wire shall be checked for excessive electrical resistance (ohms) and integrity.
8. Service loops shall be provided for all connections for all cockpit equipment installed. The length of the service loops shall be specified by the TPD representative during completion meetings with the Seller. The service loop lengths must be approved by TPD representative prior to the helicopter being completed.
9. The Seller shall ensure that all antennas specified on this completion are installed to operate their related equipment and that each antenna is labeled as to its function.
10. All communication systems, including avionics, police radios, aviation radios, MX-10, Churchill Navigation ARS system and recording devices shall be free from electrical interference and electrical noise, including electrical noise generated by the searchlight, starter generator and other systems.
11. The intercom system shall be wired so that it is operable with the activation of the master battery switch.
12. Headset plugs for the pilot, copilot and the four rear seat passengers shall be of the single plug type wired to the overhead. The rear seat plugs shall be located overhead over each individual seat.

13. Buttons on the cyclic shall be configured to be used for radio, transponder activation and other functions as determined during work scope meetings with Tulsa Police Air Support.
14. Customized wiring diagrams shall be computer aided designed (CAD) and shall be provided to the TPD in electronic and printed paper format.
15. The Seller shall use a professional aircraft painter to touch up areas that are modified during this completion process. The work will be inspected and approved by Tulsa Police Air Support during the completion/acceptance process.
16. The helicopter's center of gravity location shall be such that the removal of any one or random combination of modularly installed police equipment shall not displace the center of gravity out of the certified limits, or deny subsequent flights, due to the center of gravity being outside of the certified limits with any random mix of crew, passenger and or modularly installed police equipment. Aircraft certification shall include all possible combinations of equipment.
17. Upon completion of work, a new weight and balance for all configurations of removable equipment for the helicopter, "on and off" must be provided by the Seller.
18. Upon helicopter delivery, the Seller shall provide the TPD with an equipment list, in addition to that required in the pilot operating handbook/rotorcraft flight manual, listing the name, weight, part number and center of gravity location for each piece of equipment installed.

CONFERENCES AND INSPECTIONS:

1. Upon Award of Bid, representatives of the TPD shall meet with the Seller within thirty (30) calendar days for a work scope meeting. The Tulsa Police Air Support representatives shall determine in this and in needed additional meetings the details of the configuration of the helicopter, including but not limited to, the electrical system, instrument panel layout, switch layout, and all other aspects of the helicopter's completion.
2. The Seller shall provide hotel and per diem reimbursements for up to four (4) Tulsa Police Air Support representatives when there is a need to come up to the Seller's facility. This includes the final inspection/acceptance of the helicopter.
3. Throughout the completion process, additional conferences and inspections shall be held as deemed necessary by the TPD. The Seller shall allow TPD representatives to inspect the status of the completion work performed on the helicopter during normal business hours or as agreed upon by the Seller and Tulsa Police Air Support representatives.
4. Lieutenant Nick Cory, the Tulsa Police Air Support Unit Supervisor, will be the contact for authorizations and approvals on this project.

WARRANTY INFORMATION:

1. All work performed by the Seller shall be warranted by the Seller for repairs to include parts and labor for a period of 24 months. The warranty period shall start on the date the helicopter is accepted by Tulsa Police Air Support. Warranty repairs shall be completed at the Tulsa Police Air Support facility unless the TPD chooses that the repair should be completed at the Seller's or a third-party location.
2. The Seller shall respond to the Tulsa Police Air Support location within five (5) business days of notification to complete the warranty repairs unless the TPD agrees to the delay.
3. The Seller shall ensure that all manufacturers' warranties for purchased parts, components, and products, whether installed in the helicopter or delivered as loose equipment with the helicopter are transferred to the TPD so that the TPD is able to utilize the manufacturer's warranty. The Seller shall ensure that the warranty period begins on the date that the TPD accepts the helicopter from the Seller.

4. If the helicopter is grounded due to a warranty repair item and mission demands require immediate repair and return to service, the TPD shall make necessary repairs by the most expeditious means available and Seller shall reimburse by the City/TPD for such repairs.

COMPLETION SPECIFICATIONS:

The following Specifications are for equipping an Airbus H125 Helicopter:

1. Wire Strike Protection System: Aeronautical Accessories Model #A84801-1. Upper and lower wire strike kit. Painted the same color as helicopter.
2. Air Conditioner: Air Com brand air conditioner for Airbus AS350 B3.
3. Instrument Panel: MAI full instrument panel.
4. Avionics Shelving- LH Baggage Compartment. Must be installed with a hinged style inner panel so that the fuel system, and air frame can be accessed for maintenance and inspection.
5. Inlet Barrier Filter: Donaldson Aerospace Model 112005101. Seller shall make the IBF bypass warning/actuator switch functional with the push to test warning light test switch.
6. Engine wash kit with wash bottle – Airbus Model 350A82-5070-0074.
7. Engine Facet oil filter- Aviall Model 1741320
8. Collective Barrier – Pedestal Non-EMS
9. Three (3) AEM G13116 Eight (8) Transceiver Control Panels. One for the pilot, co-pilot and one for the rear seat passengers. The Co-pilot must be able to transmit from either the footswitch or the trigger switch located on the cyclic. The Pilot must be able to transmit from the trigger switch located on the cyclic. All rear seat passengers must be able to transmit from a handheld transmit switch located on each cord. The control panels are to be connected to One (1) AEM G13000 Digital Audio Router.
10. Three (3) Technisonic A711L Audio Control Panels. One for the pilot, co-pilot and one for the rear seat passengers. The Co-pilot must be able to transmit from either the footswitch or the trigger switch located on the cyclic. The Pilot must be able to transmit from the trigger switch located on the cyclic. All rear seat passengers must be able to transmit from a handheld transmit switch located on each cord.
11. One (1) Technisonic TDFM-9000 Series Multi Band Transceiver. With appropriate single multi-function antenna to handle all band widths. **The TDFM-9000 radio will be provided by Tulsa Police Air Support.** The Seller will provide the wiring, appropriate multi-function antennas and any other supplies needed for the installation.
12. Co-Pilot footswitch. Model M833830213. Location and mounting setup to be designated in meeting with Seller.
13. Leach H-A10N Radio Master Relay.
14. Electrical Provision for Motorola APX portable radio interface with Blue Tooth capability using Jupiter Avionics JA34-BT1 Universal Radio Adapter.
15. Two Garmin GSB-15 USB Power Chargers with Type A and Type C plugs. One on the pilot side and one on the Co-pilot side. Exact locations to be determined in meeting with Seller.
16. Vivisun switches mounted down the right-hand side of the center pedestal label for COM1/NAV1, MISSION, PLS LT (Pulse Light), MAP, LASER (Searchlight), SRCHLT (Searchlight), FOOT SW (Co-Pilot radio footswitch shutoff to allow key up on cyclic trigger switch).
17. Luminator HSL-1600 Helicopter Searchlight shall be installed and made fully functional which includes an IR filter and laser. The searchlight shall be mounted to the helicopter with the appropriate model Meeker Mount. Installed on the pilot's collective will be a toggle switch to adjust the beam size of the light and a thumb control knob to control the movement of the searchlight. ***The searchlight and Meeker Mount will be provided to the Seller by Tulsa**

Police Air Support. The Seller will provide the wiring and all other supplies needed for the installation. The mounting location for the hand control unit shall be decided at a meeting with the Seller.

18. Mode AC software enablement option for ADSB Out for Airbus factory installed Garmin GTX 345R transponder.
19. Garmin GRA55 Radar Altimeter. With the required antennas and enablement card to be integrated into the Airbus Factory installed Garmin G500TXI Flight Display System.
20. L3Wescam MX-10 Infrared Camera System. The Seller will integrate the Wescam System with the on-board Churchill Navigation Augmented Reality System and the Thommen HSL-1600 Searchlight. The mounting bracket location for the hand control unit shall be decided at a meeting with the Seller. ***The complete MX-10 Camera System including the MX-10/100/GS/MS/RSTA Bulkhead Connector Kit as well as the MX-10/GS/MS/RSTA Straight Throught Integrator Cable Kit will be provided by Tulsa Police Air Support.** The Seller will provide any other wiring and supplies needed for the installation.
21. The Seller shall install one (1) Meeker Aviation forward post mount on the left front section of the helicopter for the above L3 Wescam MX-10 Infrared Camera System. ***The Meeker mount will be provided by Tulsa Police Air Support.**
22. AEM PA System. Includes LS600-200 Speakers (350A82-1665-01 Airbus PA Speaker Install), LSA400-001 Amp and LSC22-001N Controller. STC#SR09510RC.
23. Seller shall install a Churchill Navigation Augmented Reality System and make it fully functional with the on board L3 Wescam MX-10 Infrared Camera System. The Tulsa Police Air Support Unit will provide their current Churchill Atom 500 Computer to the Seller. The Seller will then ship that system to Churchill and have it upgraded to their newest computer system, the Atom 750 and ensure that it is fully functional. Churchill Navigation shall refer to the Tulsa Police Air Support Unit account profile for configuration and mapping requirements. The Seller shall install a Cradle point IBR-1700 modem with a Panorama LGMQM4B-7-38-24-58 external antenna to allow internet access without interfering with the Churchill or the L3 Wescam MX-10 systems.
24. Frederick Aero Development 17" Model #AB-17-W-3G-SDI-PCT-Q high-definition touch screen monitor shall be installed in the co-pilot side of the cockpit and made fully functional.
25. AeroComputer **AK-4 rugged backlit keyboard with sliding rails shall be provided by Tulsa Police Air Support.** The Seller shall install and make fully functional on the co-pilot side of the cockpit in front of the cyclic and underneath the horizontal support bar.
26. Enough storage and seatback pockets shall be incorporated into the cockpit area. The location and number of pockets shall be determined at a meeting with the Seller.
27. Installation of one (1) locking rifle rack that holds one AR15 style rifle. The lock shall have a remote mounted electronic lock release on the central pedestal. The rifle rack will be floor mounted on the floor behind the pilot/co-pilot seat. The exact location shall be determined at a meeting with the Seller. ***The rifle rack will be provided by Tulsa Police Air Support. The Seller will provide the lock release switch, wiring and all other supplies needed for the installation.**
28. Tinted windows for the pilot, co-pilot, and rear cabin sliding door windows. The color and level of darkness shall be determined during meetings with the Seller.
29. Tyler Special Operations Left Hand/Right Hand Platforms for the Airbus H125 series helicopter.
30. Cost to transport the helicopter from Airbus Helicopters located at Columbus Mississippi to Seller's location.

Note to Sellers:

- Each numbered item listed on the Completion Specifications section and TABLE A shall be priced separately. The TPD reserves the right to add or delete any item on this list.
- The selection of item 8 or 9 will be determined after bids have been submitted.

INSPECTION AND ACCEPTANCE OF HELICOPTER:

1. Final inspection shall be conducted at the Seller's location prior to the TPD taking acceptance of the helicopter. The TPD representatives shall have sole authority to determine that the Specifications have been met. Inspections shall include the verification that all equipment has been installed, that the equipment is working properly and shall include flight tests. The number and lengths of the flight tests shall be determined by the TPD. If a problem or defect is found, subsequent inspections and test flights shall occur until the completion specifications are met as determined by the TPD.
2. The helicopter shall be fully equipped and certified as per specifications and accepted by the TPD in accordance with these Specifications within 120 calendar days of the date that the helicopter is delivered to the completion center.
3. The Seller understands and agrees that the delivery deadline is critical to the TPD. In the event the Seller fails to meet the delivery schedule as described in these Specifications, the City of Tulsa/TPD in its discretion will impose a \$500 per calendar day penalty for the Seller's failure to meet the delivery deadline.

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III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Seller Registration**: To ensure timely updates and alerts about business opportunities with the City of Tulsa, interested Sellers should register as a Seller with the City. To register, interested Sellers should complete the City's online vendor registration form ([linked here](#)). If you have any questions, email Jina Djahedian (jdjahedian@cityoftulsa.org) or check the City's "Selling to the City" website ([linked here](#)).
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

Attendance Requirement

- ☐ Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
- ☐ Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **7 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Sellers may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Seller with the City, Sellers can check the "Purchasing Bid Opportunities & Results" page on the City of Tulsa Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Seller legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City of Tulsa's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted, and submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening:** All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

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IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Seller: the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Seller history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
 - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Seller holds outstanding debt to the City;
 - The Seller adds additional terms and conditions that modify IFB requirements or attempt to limit Seller's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Sellers a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Sellers who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Sellers who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

The City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING AND PAYMENT

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative

Seller understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Seller.

3. **Insurance:** Yes: ☒ No: ☐

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma.

Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding**: No Bid or Performance Bond is Required

5. **Federal Funding**: If the box is checked "Yes," federal funding is involved with this purchase:

Yes: ☐ No: ☒

6. **References**: If the box is checked "Yes," References are **required**:

Yes: ☐ No: ☒ If yes, number of references required: ____

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and a description of the supplies / services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

TABLE A - Airbus H125 Helicopter Completion Specification Worksheet:

Each numbered item listed in this Table shall be priced separately. The City reserves the right to delete any item on this list or to add to this list.

Item	Description	Unit Cost	Installation Cost	Extended Cost
1	Wire Strike Protection System: Aeronautical Accessories Model #A84801-1. Upper and lower wire strike kit. Painted the same color as helicopter			
2	Air Conditioner: Air Com brand air conditioner for Airbus AS350 B3.			
3	Instrument Panel: MAI full instrument panel.			
4	Avionics Shelving- LH Baggage Compartment. Must be installed with a hinged style inner panel so that the fuel system, and air frame can be accessed for maintenance and inspection.			
5	Inlet Barrier Filter (IBF): Donaldson Aerospace Model 112005101. Seller shall make the IBF bypass warning/actuator switch functional with the push to test warning light test switch.			
6	Engine wash kit with wash bottle – Airbus Model 350A82-5070-0074.			
7	Engine Facet oil filter- Aviall Model 1741320			
8	Collective Barrier - Pedestal-Non EMS			
9	Three (3) AEM G13116 Eight (8) Transceiver Control Panels. One for the pilot, co-pilot and one for the rear seat passengers. The Co-pilot must be able to transmit from either the footswitch or the trigger switch located on the cyclic. The Pilot must be able to transmit from the trigger switch located on the cyclic. All rear seat passengers must be able to transmit from a handheld transmit switch located on each cord. The control panels are to be connected to One (1) AEM G13000 Digital Audio Router.			
10	Three (3)Technisonic A711L Audio Control Panels. One for the pilot, co-pilot and one for the rear seat passengers. The Co-pilot must be able to transmit from either the footswitch or the trigger switch located on the cyclic. The Pilot must be able to transmit from the trigger switch located on the cyclic. All rear seat passengers must be able to transmit from a handheld transmit switch located on each cord.			
11	One (1) Technisonic TDFM-9000 Series Multi Band Transceiver. With appropriate single multi-function antenna to handle all band widths. The TDFM-9000 radio will be provided by Tulsa Police Air Support. The Seller will provide the wiring, appropriate multi-function antennas and any other supplies needed for the installation.			

Item	Description	Unit Cost	Installation Cost	Extended Cost
12	Co-Pilot footswitch. Model M833830213. Location to be determined and documented in discussion with Seller.			
13	Leach H-A10N Radio Master Relay.			
14	Electrical Provision for Motorola APX portable radio interface with Blue Tooth capability using Jupiter Avionics JA34-BT1 Universal Radio Adapter.			
15	Two Garmin GSB-15 USB Power Chargers with Type A and Type C plugs. One on the pilot side and one on the Co-pilot side. Exact locations to be determined in meeting with Seller.			
16	Vivisun switches mounted down the right-hand side of the center pedestal label for COM1/NAV1, MISSION, PLS LT (Pulse Light), MAP, LASER (Searchlight), SRCHLT (Searchlight), FOOT SW (Co-Pilot radio footswitch shutoff to allow key up on cyclic trigger switch.			
17	Luminator HSL-1600 Helicopter Searchlight shall be installed and made fully functional which includes an IR filter and laser. The searchlight shall be mounted to the helicopter with the appropriate model Meeker Mount. Installed on the pilot's collective will be a toggle switch to adjust the beam size of the light and a thumb control knob to control the movement of the searchlight. *The searchlight and Meeker Mount will be provided to the Seller by Tulsa Police Air Support. The Seller will provide the wiring and all other supplies needed for the installation. The mounting location for the hand control unit shall be decided at a meeting with the Seller.			
18	Mode AC software enablement option for ADSB Out for Airbus factory installed Garmin GTX 345R transponder.			
19	Garmin GRA55 Radar Altimeter. With the required antennas and enablement card to be integrated into the Airbus Factory installed Garmin G500TXI Flight Display System.			

Item	Description	Unit Cost	Installation Cost	Extended Cost
20	L3Wescam MX-10 Infrared Camera System. The Seller will integrate the Wescam System with the on-board Churchill Navigation Augmented Reality System and the Thommen HSL-1600 Searchlight. The mounting bracket location for the hand control unit shall be decided at a meeting with the Seller. *The complete MX-10 Camera System including the MX-10/100/GS/MS/RSTA Bulkhead Connector Kit as well as the MX-10/GS/MS/RSTA Straight Throught Integrator Cable Kit will be provided by Tulsa Police Air Support. The Seller will provide any other wiring and supplies needed for the installation.			
21	The Seller shall install one (1) Meeker Aviation forward post mount on the left front section of the helicopter for the above L3 Wescam MX-10 Infrared Camera System. *The Meeker mount will be provided by Tulsa Police Air Support.			
22	AEM PA System. Includes LS600-200 Speakers (350A82-1665-01 Airbus PA Speaker Install), LSA400-001 Amp and LSC22-001N Controller. STC#SR09510RC			
23	Seller shall install a Churchill Navigation Augmented Reality System and make it fully functional with the on board L3 Wescam MX-10 Infrared Camera System. The Tulsa Police Air Support Unit will provide their current Churchill Atom 500 Computer to the Seller. The Seller will then ship that system to Churchill and have it upgraded to their newest computer system, the Atom 750 and ensure that it is fully functional. Churchill Navigation shall refer to the Tulsa Police Air Support Unit account profile for configuration and mapping requirements. The Seller shall install a Cradle point IBR-1700 modem with a Panorama LGMQM4B-7-38-24-58 external antenna to allow internet access without interfering with the Churchill or the L3 Wescam MX-10 systems.			
24	Frederick Aero Development 17" Model #AB-17-W-3G-SDI-PCT-Q high-definition touch screen monitor shall be installed in the co-pilot side of the cockpit and made fully functional.			
25	AeroComputer AK-4 rugged backlit keyboard with sliding rails shall be provided by Tulsa Police Air Support. The Seller shall install and make fully functional on the co-pilot side of the cockpit in front of the cyclic and underneath the horizontal support bar.			

Item	Description	Unit Cost	Installation Cost	Extended Cost
26	Enough storage and seatback pockets shall be incorporated into the cockpit area. The location and number of pockets shall be determined at a meeting with the Seller.			
27	Installation of one (1) locking rifle rack that holds one AR15 style rifle. The lock shall have a remote mounted electronic lock release on the central pedestal. The rifle rack will be floor mounted on the floor behind the pilot/co-pilot seat. The exact location shall be determined at a meeting with the Seller. *The rifle rack will be provided by Tulsa Police Air Support. The Seller will provide the lock release switch, wiring and all other supplies needed for the installation.			
28	Tinted windows for the pilot, co-pilot, and rear cabin sliding door windows. The color and level of darkness shall be determined during meetings with the Seller.			
29	Tyler Special Operations Left Hand/Right Hand Platforms for the Airbus H125 series helicopter.			
30	Cost to transport the helicopter from Airbus Helicopters located at Columbus Mississippi to Seller's location.			
Summary of Extended Costs (Enter here and in table on Exhibit A)				

NOTE TO SELLERS:

Each numbered item listed on the Table above shall be priced separately. The TPD reserves the right to add or delete any item on this list.

The selection of item 9 or 10 will be determined after Bids have been submitted.

EXHIBIT A – DELIVERY AND PRICING

Seller's Legal Name: _____

(Must be Seller's company name as reflected on its organizational documents, filed with the state in which Seller is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

(Number of days after the date that the helicopter is released to the Seller by the airframe seller, Airbus Helicopter) **Not to exceed 120**

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

Item	Description	Estimated Annual QTY	Unit Cost	Extended Cost
1	Helicopter Completion Equipment for Airbus H125	1	\$ _____	\$ _____
TOTAL COST NOT TO EXCEED: (All costs must be included, or Your Bid will be disqualified)			\$ _____	

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year

Or the following fixed percentage: _____ %.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

Addenda

The Seller acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

Addenda #

Addenda #

Addenda #

Addenda #

Addenda #

State of Organization: _____

Seller's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Seller's Address: _____
Street City State Zip Code

Seller's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Sellers and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Sellers in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Sellers and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Sellers business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Sellers business, which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Seller must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Seller's company name as reflected on its organizational documents filed with the state in which Seller is organized; not simply DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

IFB23-448 – Helicopter Completion Equipment for Airbus H125

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- a. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
 - b. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
 - c. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
 - d. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
 - e. **"Bid Opening Date"** means the date the Bid is opened by the City.
 - f. **"Bid Submission Date"** means the date the Bid is due from Seller to the City.
 - g. **"City"** means the City of Tulsa, Oklahoma.
 - h. **"Days"** means calendar days unless otherwise specified.
 - i. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Seller Checklist.
 - j. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
 - k. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
 - l. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
 - m. **"Seller"** means the Seller whose Bid City Accepts.
 - n. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
 - o. **"You" or "Your"** means the Seller responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
 - p. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org
2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents

PURCHASE AGREEMENT

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.
Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.
The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.
20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
- | | | |
|------------|-----------------|---|
| To Seller: | To CITY: | Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2 nd Street, Suite 260
Tulsa, Oklahoma 74103 |
| | With a copy to: | Tulsa Purchasing Division
175 E. 2 nd Street, 15 th Floor
Tulsa, OK 74103 |
23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

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of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party,

or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - a. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - b. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - c. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

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- d. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - e. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

SELLER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Seller legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

Seller's Name: _____

SELLER CHECKLIST		
RESPONDENT DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and sections I-V)	1-13	
TABLE A – Airbus H125 Helicopter Completion Specification Worksheet	14-17	
EXHIBIT A: Delivery and Pricing	18-19	
Specifications	4-8	
References (if applicable)	N/A	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	20	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	21-25	

PACKING LABEL

FROM: [Name]

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# IFB23-448

BID DESCRIPTION: Helicopter Completion Equipment for Airbus H125

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label is designed to assist Your Bid in getting to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.