

AGREEMENT

PURCHASE AUTHORIZATION
GOODS AGREEMENT

This Purchase Authorization Goods Agreement is made as of this 8th day of September, 2022 (effective date) By and between Pinellas County, a political subdivision of the State of Florida ("County"), and **Davenport Aviation, Inc.** ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County is authorized to purchase goods based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by **GSA** ("Bid") for **GS-07F-139DA**; for **No. 22-0376-PB** for **Airbus H125 Helicopter**; and

WHEREAS, Contractor represents that it has the experience and expertise to provide the Goods as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. EXECUTION OF AGREEMENT

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

2. ASSIGNMENT/SUBCONTRACTING

The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within 30 business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

3. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule, Exhibit A, attached hereto, and which is incorporated by reference hereto.

4. DELIVERY/CLAIMS

Prices included in the Payment Schedule are F.O.B. Destination, FREIGHT INCLUDED. The Contractor is responsible for delivery at the address provided herein during regular workday hours (7:00am to 7:00pm) Monday through Friday. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

Delivery Address:
1782 Airport Dr
Columbus, MS 39701

5. SUPPORTING DOCUMENTATION

The Contractor shall provide each of the following documents to the County Representative or designee upon the delivery and acceptance by the County:

- a. Application for Certificate of Title and/or Vehicle Registration HSMV-82040
- b. Original Invoice & One Copy; Must Be Legible

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6. NOTICE OF PENDING DELIVERY

The Contractor must provide the County notice of delivery a minimum of forty-five business days before the Goods required by this Agreement are delivered.

7. COMPENSATION

County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes §§ 218.70, et. seq.

8. TERM OF AGREEMENT AND SPENDING CAP

- a. This Agreement is effective on the effective date and will continue in effect through delivery and acceptance by the County. Notwithstanding any order placed pursuant to this Agreement, the County may not be held responsible for any amounts exceeding the total annual not to exceed lump sum of **\$3,995,620.00** without a written amendment to this Agreement raising such limit signed by the parties. Paid as follows:
- b. The County agrees to pay the Contractor the not-to-exceed lump sum of **\$927,340.80**, upon execution of the Agreement, payable upon submittal of an invoice as provided in Exhibit D.
- c. The not-to-exceed lump sum referenced in sub-section "b" above includes the not-to exceed amount of **\$59,049.00** for the insurance bond as quoted upon the fixed total of the H125 helicopter in the not-to-exceed amount of **\$3,936,571.00**.
- d. The County agrees to pay the Contractor the not-to exceed lump sum of **\$3,068,279.20** upon delivery and acceptance by the County as required herein, payable upon submittal of an invoice as provided in Exhibit D.

9. TERM OF PERFORMANCE

This Agreement is effective on the effective date and will continue in effect through delivery and acceptance by the County. The Contractor will deliver the goods, in the ordered quantities set out in Exhibit A, within 365 days of the Effective Date, _____ ("Delivery Date"). In the event, Contractor fails to deliver the goods in full by the Delivery Date, in addition to all other legal remedies available to the County, the County reserves the right to immediately terminate the Agreement without penalty to County. If the parties desire to extend past the delivery date of the contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement.

10. HARD COPY MANUALS

The Contractor shall provide the following manuals, publications, updates, subscriptions and systems which shall be delivered to Pinellas County Mosquito Control at no additional cost to the County:

- a. One (1) - light manual and associated supplements, electronically updated through airbus world for lifetime
- b. One (1) - engine maintenance manual and associated supplements, electronically updated through engine & airframe illustrated parts catalogs, electronic copies, available through airbus world, updates for lifetime
- c. One (1) in total - airframe maintenance manuals and associated supplements, electronically updated through airbus world for lifetime
- d. Helicopter diagrams. Diagrams shall be the latest revision
- e. ONE (1) - operating & maintenance manuals for all installed avionics and equipment for helicopter
- f. Weight & Balance Data for each Helicopter at delivery.
- g. ONE (1) in total - helicopter schematics delivered with helicopter. Schematics shall be the latest revision
- h. Engine and Airframe logbooks at delivery

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11. ACCEPTANCE

For all deliverables that require County acceptance as provided herein, the County, through the Contract Representative or designee will either accept or reject the deliverable(s) by written notice to the Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then resubmit and/or complete the deliverable(s) for review and approval by the County, who will then approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

12. TRAINING

The Contractor will provide initial pilot training for one (1) pilot and two (2) recurrent pilot training courses in Grand Prairie, Texas for an Airbus H-125. The Contractor will provide either the Contractor's Airbus H-125 Helicopter or an approved simulator for training. The simulator will provide an equivalent training to an Airbus H-125 Helicopter. All costs including any pilot travel or accommodations are at the sole expense of the contractor. Training must occur within a period of two months prior to delivery.

13. SURVIVABILITY

Costs associated with purchases using the authority provided by this contract will survive the contract itself operating under the contract terms and conditions. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the cooperative term contract by more than 12 months. Invoices may be billed for these costs on an "in arrears" basis for an additional 12 month period beyond the contract expiration.

14. INVOICING

Written invoice(s) must be submitted to:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389
FinanceAccountsPay@MyPinellasClerk.org

Each invoice must include, at a minimum, the Contractor's name, contact information and the Purchase Order number.

15. DISCOUNTS

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

16. NAME CHANGES

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.

18. CHOICE OF LAW

The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

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19. FISCAL NON-FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and this Agreement will terminate on the last day of the then current County fiscal period (Oct. 1 – Sept. 30) without penalty or expense to the County.

20. INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

21. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

22. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

23. PUBLIC ENTITIES CRIMES

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

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24. WAIVER

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. DUE AUTHORITY

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. SURVIVAL

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

27. NOTICES TO PINELLAS COUNTY

Any notices or inquiries relative to Purchase Order should be directed to:
Dustin Guinta

dguinta@pinellascounty.org

28. INITIAL INSPECTION

The inspection team will consist of two (2) County representatives. One (1) visit will be conducted at the Contractor's production facilities for inspection of the basic airframe, engines, drive train, rotors, flight controls, drawings, manuals and certification documentation of the Helicopters. The County will review all completion drawings and equipment schedules during the initial inspection visit. The Contractor must pay necessary airfare and adequate per diem for (2) County personnel to conduct. If Return visits are necessary to complete the delivery and performance evaluation, all costs (lodging, transportation, and per diem) associated with any activity necessary to consummate either delivery or performance evaluation during return visits will be borne by the Contractor.

29. FINAL INSPECTION:

Final inspection will occur at the time the Helicopter is delivered at the delivery address specified herein. The Contractor must provide all fuel and lubricants necessary for the final inspection flight, any discrepancies or non-conformity to contract specifications will result in the Contractor removing the Helicopter for repair and/or modification, with all work accomplished and the Helicopter returned within thirty (30) days. All delays, failures (mechanical) prior to County's final acceptance will be borne and corrected at Contractor's expense.

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County. Any items damaged before acceptance and delivery to County will be the Contractor's sole responsibility to remedy and at the Contractor's sole expense.

30. MATERIAL QUALITY

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

31. MATERIAL SAFETY DATA

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

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32. NON-EXCLUSIVE AGREEMENT

Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

33. PURCHASE ORDER NUMBER

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

34. REMEDIES

County and Contractor will have all remedies afforded by applicable law.

35. AUDIT

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

36. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

37. TAX EXEMPTION

County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 Federal Excise Tax Exemption Number is 59-6000800.

38. TAXES

Payments to County are subject to applicable Florida taxes.

39. TERMINATION

County reserves the right to terminate this agreement, without cause by giving 30 days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

40. VARIATION IN QUANTITY

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

41. WARRANTY

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

42. INSURANCE

If applicable, Contractor shall comply with the insurance requirements as set out in the Insurance Exhibit B, attached hereto and incorporated herein by reference.

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43. AMENDMENT

This Agreement may be amended by mutual written agreement of the Parties hereto.

44. NO THIRD-PARTY BENEFICIARY

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

45. FORCE MAJEURE

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

46. ORDER OF PRECEDENCE

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Purchase Authorization Agreement
- B. Master Agreement; Exhibit C

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

47. ENTIRETY

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

DAVENPORT AVIATION, INC

By: *Charlie Justice*
Signature

By: Henry J
McIntyre:A0109B300000173B61E80
4D0001B651
Digitally signed by Henry J. McIntyre: A0109B300000173B61E80001B651
DN: cn=Henry J. McIntyre, ou=ICA, o=Board of Comm, ou=Davenport Aviation, email=henry.j.mcintyre@davenportaviation.com, c=US
Date: 2022.08.02 10:38:27 -0700

Charlie Justice
Print Name

Signature
Henry McIntyre
Print Name

Chairman
Title

Contract & Proposal Specialist
Title

8th September 2022
Date

2 August 2022
Date

ATTEST: KEN BURKE, CLERK
By: *Ken Burke*
Deputy Cle

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney



EXHIBIT A- PRICING SCHEDULE

AIRBUS


**DAVENPORT
AVIATION**


2022 H125-PC01
GSA Schedule #GS-07F-139DA

| STANDARD AIRCRAFT: | \$3,423,986 |
|--|--|
| LH SLIDING DOOR W/REDUCED HI-VIS DOOR CABIN HEATING/DEMISTING CIRCUIT HIGH SKID LANDING GEAR LONG BOARDING STEPS NVG VEMD LED FIN ANTI-COLLISION LIGHT VISION 1000 FLIGHT DATA MONITORING SYSTEM INTERIOR: FACTORY COVERED SEAT CUSHIONS | ROTOR BRAKE WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS ENERGY-ATTENUATING SEATS - PILOT & COPILOT KIT TO INCREASE INTERNAL GROSS WEIGHT TO 2,370 KG (5,225 LB) - (DUAL HYDRAULIC) LED POSITION LIGHTS - RH/LH CRASH RESISTANT FUEL SYSTEMS AFT BAGGAGE DOOR MOD |
| STANDARD AIRCRAFT AVIONICS: | INCLUDED |
| COM/NAV/GPS / GTN650XI / GARMIN NAV/COM / GNC255A / GARMIN TRANSPONDER / GTX345R / GARMIN AUDIO / GMA350H / GARMIN ELT / 406AP-H INTEGRA EXT'D RANGE / KANNAD ELECTRONIC FLIGHT DISPLAY SYSTEM / G500 TXI / GARMIN CHARTVIEW OPTION ENABLEMENT CARD SYNTHETIC VISION OPTION WIRELESS AIRBORNE COMMUNICATION SYSTEM (MINI-WACS) MECHANICAL CHRONOGRAPH | |
| STANDARD FACTORY INSTALLED OPTIONS: | INCLUDED |
| ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION RIGHT HAND REAR SLIDING DOOR 200 AMP SKURKA STARTER GENERATOR | |
| STANDARD AHI INSTALLED OPTIONS: | INCLUDED |
| RG350 BATTERY, CONCORD LEAD ACID BACKUP STANDBY ATTITUDE DISPLAY / EFD-750 / L3 DUAL USB / TA202 / MID-CONTINENT COLLECTIVE ACTIVATED HOURMETER LUMINATOR TAXI AND PULSE LANDING LIGHT STEP - COWLING MAINTENANCE - LH/RH TAIL ROTOR GUARD, REMOVABLE PARTS | |
| STANDARD AHI OPTIONS: | INCLUDED |
| HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR, SCHEME A OR B EXTERIOR: CHOICE OF UP TO THREE (3) COLORS INTERIOR FLOORING | |
| TOTAL AIRFRAME, FCA, COLUMBUS, MS | \$3,423,986 |

GSA Schedule #GS-07F-139DA

| ADDITIONAL AIRFRAME EQUIPMENT: | | \$207,080 |
|---|--|--------------|
| | AIR CONDITIONING - RSG - NVG COMPATIBLE | \$ 76,176.00 |
| C350000053 | BARRIER FILTER - B3, GENEVA PEDESTAL DUAL HYDRAULICS | \$ 53,547.00 |
| C350000196 | CABLE CUTTER, REMOVABLE PARTS, WITHOUT WIPER DEFLECTOR - DART | \$ 35,718.00 |
| C350000045 | CARGO MIRROR - DOUBLE - PILOT SIDE | \$ 5,030.00 |
| C350000070 | DOOR - STRUT RELOCATION UPPER - SHORT DOOR - LH/RH | \$ 11,419.00 |
| C350000135 | STEP - SHORT - HIGH GEAR LH (D350-591-121) (AIR CRUISER & AERAZUR FLOAT COMPATIBLE) - DART | \$ 4,400.00 |
| C350000135 | STEP - SHORT - HIGH GEAR RH (D350-591-122) (AIR CRUISER & AERAZUR FLOAT COMPATIBLE) - DART | \$ 4,400.00 |
| | AIRCRAFT CLOSE AND AIRWORTHINESS ASSURANCE AFTER COMPLETION | \$ 16,390.00 |
| DELETE | OFFSITE ACCEPTANCE AND DELIVERY FEE | |
| DELETE | FERRY FLIGHT TO CLEARWATER, FL | |
| MISSION EQUIPMENT: | | \$147,331 |
| CFE | DUAL GRANULAR SYSTEM ALUMINUM TYPE-2, INCLUDES (CFE - AHI Install Only) | \$ 9,699.00 |
| CFE | UNIFIED FLOW CONTROLLER MODULE | |
| CFE | DUAL GRANULAR UFC CONTROLLER HARNESS-NEW STYLE | |
| CFE | GRANULAR FLOW CONTROLLER PROXIMITY SENSOR KIT (DUAL) (QTY:2) | \$ 13,829.00 |
| CFE | ISOLAIR 4500-H125 - ISOLAIR DRY BROADCASTER SYSTEM - COMPLETE (CFE - AHI Install Only) | \$ 66,566.00 |
| | GUIA PLATINUM CONSOLE KIT | \$ 49,387.00 |
| | PLATINUM MOUNTING KIT FOR "I" REV+ | |
| | ASSEMBLED PLATINUM MAIN WIRING HARNESS w/PRESSURE SWITCH | |
| | PLATINUM WIRELESS ANTENNA KIT(WIFI/BLUETOOTHx2) | |
| | MANUAL AND INSTALLATION INSTRUCTIONS | |
| | USB SYSTEM RECOVERY TOOL(USB FLASH MEMORY DRIVE) | |
| | P550 GPS RECEIVER GPS/GLONASS 20HZ | |
| | P550 GPS CABLE | |
| | ACTIVE L1/L2 GLONASS+L1/L2 GPS(P550) ANTENNA | |
| | 10 FEET OF ANTENNA CABLE-STRAIGHT | |
| | PEN WITH TOUCH SCREEN STYLUS W/AGNAV LOGO GIFT*** | |
| | LARGE DECAL AG-NAV LOGO | |
| | DAR ISSUANCE OF EXPERIMENTAL AIRWORTHINESS / FADEC TESTING / RETURN TO STANDARD AIRWORTHINESS | \$ 7,850.00 |
| ADDITIONAL AVIONICS: | | \$58,756 |
| | RELOCATE ISOLAIR PUMP ON/OFF SWITCH TO CYCLIC | \$ 1,810.00 |
| | DIGITAL CLOCK / M850-28V-NVG-24 / DAVTRON | \$ 2,040.00 |
| RAM-101U | 12" TABLET HOLDER / RAM X-GRIP | \$ 1,150.00 |
| RAM-HOL-UN11U | RAM DOUBLE BALL MOUNT | \$ 1,080.00 |
| | ENGINEERING / DER CERTIFICATION / INTER-OPERABILITY OF ALL EQUIPMENT | \$ 52,676.00 |
| OPERATING & MAINTENANCE MANUALS (HARD COPY) | | INCLUDED |
| CHANGE | ONE (1) - FLIGHT MANUAL AND ASSOCIATED SUPPLEMENTS, ELECTRONICALLY UPDATED THROUGH <i>AIRBUS WORLD</i> FOR LIFETIME <i>1 FLM is provided FOC with each aircraft; includes revision service for the life of the aircraft. (Provided at delivery)</i> | |
| CHANGE | ONE (1) - ENGINE MAINTENANCE MANUAL AND ASSOCIATED SUPPLEMENTS, ELECTRONICALLY UPDATED THROUGH ENGINE & AIRFRAME ILLUSTRATED PARTS CATALOGS, ELECTRONIC COPIES, AVAILABLE THROUGH <i>AIRBUS WORLD</i> , UPDATES FOR LIFETIME | |
| CHANGE | ONE (1) IN TOTAL - AIRFRAME MAINTENANCE MANUALS AND ASSOCIATED SUPPLEMENTS, ELECTRONICALLY UPDATED THROUGH <i>AIRBUS WORLD</i> FOR LIFETIME | |
| | ENGINE & AIRFRAME LOGBOOKS FOR EACH HELICOPTER <i>(Provided at delivery)</i> <i>1 Logbook is provided FOC with each aircraft at delivery.</i> | |
| | WEIGHT & BALANCE DATA FOR EACH HELICOPTER <i>(Provided at delivery)</i> | |
| CHANGE | HELICOPTER DIAGRAMS SHALL BE THE LATEST REVISION | |
| CHANGE | ONE (1) - OPERATING & MAINTENANCE MANUALS FOR ALL INSTALLED AVIONICS AND EQUIPMENT FOR HELICOPTER <i>AHI will provide all vendor manuals received at time of delivery. Revision service available through vendor/OEM.</i> | |
| CHANGE | ONE (1) IN TOTAL - HELICOPTER SCHEMATICS DELIVERED WITH HELICOPTER. SCHEMATICS SHALL BE THE LATEST REVISION | |
| ADDITIONAL TRAINING: | | (1,804.00) |

| | | |
|---|---|-----------------------------------|
| | CREDIT FOR STANDARD FACTORY TRAINING: (2) PILOTS INITIAL TRAINING (1) FIELD MAINTENANCE COURSE | (40,442.00) |
| | (1) PILOT INITIAL FACTORY TRAINING. TRAINING TO COMMENCE AT AHI'S FACILITY IN GRAND PRAIRIE, TEXAS WITH ALL FLIGHT TRAINING TO COMMENCE IN AHI'S AIRCRAFT | \$ 17,439.00 |
| | (2) RECURRENT PILOT TRAINING COURSES TO COMMENCE AT AHI'S FACILITY IN GRAND PRAIRIE, TEXAS WITH ALL FLIGHT TRAINING TO COMMENCE IN AHI'S AIRCRAFT | \$ 21,199.00 |
| DELETE | (4) FIELD MAINTNENAGE COURSE AT AHI'S FACILITY IN GRAND PRAIRIE, TEXAS | |
| | ALL TRAINING VALID UNTIL DECEMBER 31, 2025 | |
| TOTAL COMPLETION, FCA, COLUMBUS, MS | | \$411,363 |
| ISOLAIR MISSION EQUIPMENT PACKAGE | | \$86,394 |
| CFE | 4500-H125 - COMPLETE ISOLAIR DRY BROADCASTER SYSTEM FOR THE EUROCOPTER AS-350 B3e/H-125* *COMPLETE 50 CUBIC FOOT HOPPER ASSEMBLY WITH LEVEL SENSORS AND ELECTRIC MICRO ADJUSTABLE GATES *DUAL INDEPENDENT 28VDC ELECTRIC BLOWER ASSEMBLY WITH EMERGENCY DUMP DOORS *ALL MOUNTING COMPONENTS AND HARDWARE INCLUDING THE ISOLAIR EQUIPMENT FRAME MODEL 3500 CONFIGURED TO INSTALL THE 4500 SYSTEM *INSTALLATION INSTRUCTIONS, ILLUSTRATED PARTS CATALOG, AND FLIGHT MANUAL SUPPLEMENT K-GFC-DUAL-AL-2: AAP8300-DUAL-AL-2: DUAL GRANULAR SYSTEM ALUMINUM TYPE 2 AAP188-D: UNIFIED FLOW CONTROLLER MODULE AC0188-C: DUAL GRANULAR UFC CONTROLLER HARNESS **CRATING AND SHIPPING INCLUDED FOR ISOLAIR PACKAGE | |
| ADMINISTRATIVE COSTS (INITIAL INSPECTION, TRAVEL, TRAINING REQUIREMENTS) | | \$14,828 |
| Columbus, MS | TRAVEL FOR 2 PERSONNEL TO COMPLETE INITIAL INSPECTION (AIRFARE, RENTAL CAR, & PER DIEM IAW GSA) | \$ 3,996 |
| Grand Prairie, TX | TRAVEL TO AHI TRAINING CENTER FOR INITIAL FACTORY TRAINING (AIRFARE, RENTAL CAR, & PER DIEM IAW GSA) | \$ 4,220 |
| Grand Prairie, TX | TRAVEL TO AHI TRAINING CENTER FOR RECURRENT TRAINING (AIRFARE, RENTAL CAR, & PER DIEM IAW GSA) | \$ 3,306 |
| Grand Prairie, TX | TRAVEL TO AHI TRAINING CENTER FOR RECURRENT TRAINING (AIRFARE, RENTAL CAR, & PER DIEM IAW GSA) | \$ 3,306 |
| GRAND TOTAL AIRFRAME, COMPLETION, & MISSION EQUIPMENT, FCA, COLUMBUS, MS | | \$3,936,571 |
| INSURANCE BOND: DAVENPORT | | CONTRACT PRICE \$59,049 |
| | INSURANCE BOND (DAVENPORT AVIATION) | \$ 59,049 |
| TOTAL PRICE (AIRFRAME + BOND) | | \$3,995,620 |

**EXHIBIT B
INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to

**EXHIBIT B
INSURANCE REQUIREMENTS**

Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and

**EXHIBIT B
INSURANCE REQUIREMENTS**

individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein. No aviation exclusion.

Limits

| Employers' Liability Limits | Florida Statutory |
|-----------------------------|-------------------|
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Aviation Liability Insurance** including, but not limited to, Premises/Operations, Products/Completed Operations Coverage to apply while on ground, in flight, and /or during testing or operations.

Limits

| | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 5,000,000 |
| Products/Completed Operations Aggregate | \$ 5,000,000 |
| General Aggregate | \$ 5,000,000 |

- 3) **Hanger Keepers Liability Insurance** covering non-owned aircraft in the care custody and control of the Contractor. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards as well as coverage for ground, testing, and in flight. Deductible cannot exceed \$2500.00 per aircraft.

Limit

| | |
|---------------------------|--------------|
| Single Limit Per aircraft | \$ 3,935,784 |
|---------------------------|--------------|

- 4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

MASTER AGREEMENT – GSA GS-07F-139DA

1. Government Services Administration Contract No. **GS-07F-139DA**
Contract Terms and Conditions

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

| | |
|-----------------------------|---|
| Supplier Information | Company name, mailing address, phone number, contact name and email address as provided on the PO |
| Remit To | Billing address to which you are requesting payment be sent |
| Invoice Date | Creation date of the invoice |
| Invoice Number | Company tracking number |
| Shipping Address | Address where goods and/or services were delivered |
| Ordering Department | Name of ordering department, including name and phone number of contact person |
| PO Number | Standard purchase order number |
| Ship Date | Date the goods/services were sent/provided |
| Quantity | Quantity of goods or services billed |
| Description | Description of services or goods delivered |
| Unit Price | Unit price for the quantity of goods/services delivered |
| Line Total | Amount due by line item |
| Invoice Total | Sum of all of the line totals for the invoice |

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at (PinellasCounty.org).

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.720, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.