

**SERIAL 03146 S      HELICOPTER SERVICE-TELECOMMUNICATIONS**

**DATE OF LAST REVISION: September 20, 2007 CONTRACT END DATE: October 31, 2009**

**OCTOBER 31, 2009**  
**CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2006~~**

TO:            All Departments  
FROM:         Department of Materials Management  
SUBJECT:      Contract for **HELICOPTER SERVICE-TELECOMMUNICATIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 16, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**DL/mm**  
Attach

Copy to:        Clerk of the Board  
                  John Widener, Telecommunications  
                  **Jan Killebrew, Telecommunications**  
                  Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **HELICOPTER SERVICE-TELECOMMUNICATIONS**

1.0 **INTENT:**

The intent of this Invitation for Bids is to establish a pricing agreement to provide helicopter service to various locations throughout Maricopa County on an as needed basis. This service is required by the County's Telecommunications department to access certain telecommunications equipment when roads are impassable due to weather conditions or to locations where the equipment is accessible by helicopter only.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 SERVICE:

- 2.1.1 Contractor shall provide helicopter service to transport Wireless System personnel to various locations throughout Maricopa County.
- 2.1.2 At the Contractor's option personnel may be dropped off at the site and picked up on a return trip.

2.2 LOCATION OF SERVICE:

Helicopter service shall be required to access the following locations:

- 2.2.1 BRONCO BUTTE
  - Latitude 33 33 19
  - Longitude 111 16 27
  - Altitude 4390
- 2.2.2 TOWERS MOUNTAIN
  - Latitude 34 14 03
  - Longitude 112 22 02
  - Altitude 7420
- 2.2.3 MOUNT ORD
  - Latitude 33 54 19
  - Longitude 111 24 36
  - Altitude 7143

2.3 EQUIPMENT REQUIREMENTS:

- 2.3.1 Contractor shall provide Turbine-Powered Helicopters.
- 2.3.2 Provided equipment shall be in compliance with all FAA Specifications.

2.4 PRICING:

- 2.4.1 Rates must be quoted in hourly flight time and hourly standby time in accordance with ATTACHMENT A.
- 2.4.2 Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied

2.5 TAX:

- 2.5.1 No tax shall be levied against labor.

2.5.2 It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.6 DELIVERY:

2.6.1 It shall be the Contractor's responsibility to meet the County's delivery requirements.

2.6.2 County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.5.3 **Insurance Requirements.**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BILL THORNTON, PROCUREMENT CONSULTANT, 602-506-3248  
(bthornto@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

JOHN WIDENER, TELECOMMUNICATIONS, 602-506-1193

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON SEPTEMBER 23, 2003 AT 10:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide one (1) original "hard copy" (labeled).** Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**WESTCOR AVIATION INC, 7305 E GREENWAY ROAD, SCOTTSDALE, AZ 85260**

**PRICING SHEET ~~S074503/B0700069~~ NIGP CODE 9751101, 9751102**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT A PROCUREMENT CARD:  YES  NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  YES  NO   
 % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE:  %

**1.0 PRICING:**

**ITEM DESCRIPTION**

<b>1.1 HELICOPTER SERVICE:</b>	Astar Single-Engine (Turbine)	Twin Star Twin-Engine (Turbine)
1.1.1 FLIGHT TIME	<del>\$995.00</del> <b>\$1,400.00/HOUR</b>	<del>\$1,295.00</del> <b>\$1,500.00 /HOUR</b>
1.1.2 STANDBY TIME	<u>\$150.00 /HOUR</u>	<u>\$ 150.00 /HOUR</u>

Terms: NET 30

Vendor Number: **W000005236 X**

Telephone Number: 480/991-6558

Fax Number: 480/991-7827

Contact Person: Scott Bowerbank

E-mail Address: [scott@westcoraviation.com](mailto:scott@westcoraviation.com)

Company Web Site: [www.westcoraviation.com](http://www.westcoraviation.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2006 2009**.