

SERIAL 14050 ITN PURCHASE CESSNA 206-T, TURBO STATIONAIR

DATE OF LAST REVISION: August 27, 2014 CONTRACT END DATE: August 31, 2016

CONTRACT PERIOD THROUGH AUGUST 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **PURCHASE CESSNA 206-T, TURBO STATIONAIR**

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 **August 27, 2014**.

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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Leeann Bohn, MCSO



CONTRACT PURSUANT TO ITN

SERIAL 14050-ITN

This Contract is entered into this 27th day of August, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Pacific Air Center LLC, a corporation ("Contractor") for the purchase of a Cessna 206-Turbo Stationair.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Two (2) years, beginning on the 27th day of August 2014 and ending the 31th day of August, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) year, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice and delivery and acceptance of the Aircraft by the County.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 1.0 Company name, address and contact
- 2.0 County bill-to name and contact information
- 3.0 Contract serial number
- 4.0 County purchase order number
- 5.0 Invoice number and date
- 6.0 Payment terms
- 7.0 Date of delivery
- 8.0 Quantity
- 9.0 Contract Item number(s)
- 10.0 Description of aircraft including the N-number.
- 11.0 Extended price
- 12.0 Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall supply the aircraft equipped as stated in Exhibit "B and C".

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION: (Governs the Business Relationship Between Parties).

5.1.1 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 negligent acts, errors, omissions, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 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.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE: (These Insurance Requirements Apply to Contractors Employees and Sub-contract Employee when they are on County Property).

- 5.2.1 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++. 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.
- 5.2.2 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.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that 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.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.
- 5.2.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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, and shall not contain any provision which would serve to limit third party action over claims. 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.
- 5.2.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's

owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation:

5.2.11.1 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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

5.2.11.2 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 Contract.

5.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Aviation Coverage:

CONTRACTOR shall maintain Aviation 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 aircraft (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

5.2.14 Certificates of Insurance.

5.2.14.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete 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.

5.2.14.2 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.

5.2.14.3 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.

5.2.15 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.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Pacific Air Center LLC
14600 North Airport Drive
Scottsdale, AZ 85260

5.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.6 TERMINATION FOR DEFAULT:

5.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to

A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.9 ADDITIONS/DELETIONS OF SERVICE:

5.9.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

5.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.13 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

5.13.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.13.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.13.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the

Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County

5.14 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.15 **SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.16 **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.17 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.18 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

5.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.19 CONTRACTOR LICENSE REQUIREMENT:

5.19.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor:

5.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.20.1.2 has not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.20.1.3 is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.20.1.4 has not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.20.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.20.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.21 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.23 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 5.23.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 5.23.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.24 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

5.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 5.25.1 Exhibit A, Pricing;
- 5.25.2 Exhibit B Aircraft/Contract and Service Requirements
- 5.25.3 Exhibit C, Aircraft Purchase Agreement

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Brian Mackin *SALES MANAGER.*

PRINTED NAME AND TITLE

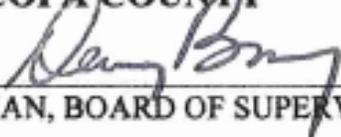
14600 N Airport Drive, Scottsdale AZ 85260

ADDRESS

July 24, 2014

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

AUG 27 2014

DATE

ATTESTED:

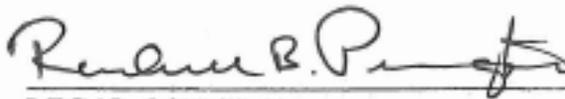


CLERK OF THE BOARD

AUG 27 2014

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

20 August 2014

DATE

EXHIBIT A
PRICING

SERIAL14050-ITN
 NIGP CODE: 035-20
 RESPONDENT'S NAME: Pacific Air Center
 COUNTY VENDOR NUMBER : 20110051590
 ADDRESS: 14600 N Airport Dr
Scottsdale, AZ 85260
 TELEPHONE NUMBER: 480-363-0058
 FACSIMILE NUMBER: 480-634-8871
 WEB SITE: www.pacificaircenter.com
 CONTACT (REPRESENTATIVE): Brian Mackin
 REPRESENTATIVE'S E-MAIL ADDRESS: brian@pacificaircenter.com

PAYMENT TERMS.

NET (DUE ON DELIVERY)

1.0 PRICING:

1.1 AIRCRAFT AS SPECIFIED (Including Delivery to Phoenix Arizona)	\$ 615,000.00
1.2 INCLUDED EQUIPMENT (Section 2.4 of Requirements of Exhibit B)	
1.2.1 XM Weather & Radio Data Link	\$ 7,190.00
1.2.2 Garmin GTS 800 Traffic Avoidance System	\$ 13,685.00
1.2.3 Garmin Synthetic Vision Technology	\$ 10,480.00
12..4 Jeppesen Chart View	\$ 3,615.00
1.2.5 Horizontal Stabilizer boot	\$ 595.00
1.2.6 Kelly Aerospace Thermacool electric A/C system	\$ 37,000.00
1.2.7 Flint Aero Tip Tanks (30 gallon total capacity)	\$ 19,710.00
1.2.8 "Training per Exhibit B, Para. 2.5"	\$ -
1.4 TOTAL PRICE OF AIRCRAFT AS SPECIFIED	\$ 707,275.00
1.5 AIRCRAFT N NUMBER	TBD
1.6 YEAR OF AIRCRAFT PROPOSED	2014
1.7 NUMBER OF TOTAL HOURS ON PROPOSED AIRCRAFT	LESS THAN 20

EXHIBIT B
AIRCRAFT/CONTRACT AND SERVICE REQUIREMENTS

1.0 INTENT:

Maricopa County Sheriff's Office is seeking to procure one Cessna Turbo Stationair T206 aircraft. All aircraft offered shall be in full compliance with all FAA AD's and documentation shall be provided verifying compliance.

2.0 SPECIFICATIONS:

2.1 BASE AIRCRAFT

2.1.1 New 2014 Cessna Turbo Stationair T-206, aircraft.

2.2 The County reserves the right to inspect any aircraft and logs to independently determine the condition, compliance with specifications, compliance with AD's and any other factors it determines to be relevant to this purchase.

2.3 EQUIPPED WITH:

- 2.3.1 Garmin G1000 Avionics Package with GFC700 Autopilot
- 2.3.2 Garmin Safe Taxi and flight charts
- 2.3.3 LED lighting in wings

2.4 INCLUDED EQUIPMENT

- 2.4.1 XM Weather & Radio Data Link
- 2.4.2 Garmin GTS 800 Traffic Avoidance System
- 2.4.3 Garmin Synthetic Vision Technology
- 2.4.4 Jeppesen Chart View
- 2.4.5 Horizontal Stabilizer boot
- 2.4.6 Kelly Aerospace Thermacool electric A/C system
- 2.4.7 Flint Aero Tip Tanks (30 gallon total capacity)

2.5 TRAINING

- 2.5.1 Avionics training for three MCSO pilots to include eight (8) hours of ground school (all three pilots attending simultaneously) and approximately two (2) hours of flight training per pilot. This training will be done in MCSO aircraft, at a Phoenix area location to be determined.
- 2.5.2 Maintenance training for three (3) MCSO aircraft mechanics at the MCSO hangar. Training will be by a Cessna **FACTORY** certified mechanic, who will be on site in the Phoenix area to provide an eight (8) hour tutorial on this aircraft.

2.6 WARRANTY:

All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

- 2.6.1 The warranty period for workmanship and materials shall be for an initial period of twenty four (24) months or 1000 hours whichever is the longer and commence upon delivery and acceptance by County. **(This shall be Factory Authorized extended product only).**
- 2.6.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this

warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.7 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have **access to** a local Cessna authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.8 DELIVERY:

2.8.1 Delivery is desired as soon as possible, but **REQUIRED** no later than 180 days after Contractor's receipt of a purchase order or contract release order.

2.8.2 The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

2.8.3 Delivery shall be F.O.B. Destination within 180 days of receipt of Using Agency purchase order, to any delivery location within Maricopa County

2.8.4 . Payment shall be made upon acceptance by the County.

2.9 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.10 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.11 2014 Cessna Turbo Stationair - \$707,275 USD

2.11.1 Garmin G1000 Avionics with GFC700 Autopilot

2.11.2 XM Weather

2.11.3 Garmin GTS800 TAS

2.11.4 Synthetic Vision

2.11.5 Jeppesen Chartview

2.11.6 Horizontal Stabilizer Boot

2.11.7 Electric Driven Air Conditioning *

2.11.8 Tip Tanks *

2.11.9 G1000 Training (Per ITB)

2.11.10 T206 Maintenance Training (Per ITB)

2.11.11 Full Cessna Factory Warranty (Per ITB)

2.11.12 N Number TBD

2.11.13 Color TBD

2.11.14 Aircraft Delivery on or before December 30, 2014

*Post Delivery Commitment

EXHIBIT C
AIRCRAFT PURCHASE AGREEMENT

1. **Sale of Aircraft.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following Aircraft (the "Aircraft"):

Aircraft Make:	Cessna Aircraft Company
Aircraft Model:	Turbo Stationair T206
Aircraft Year:	2014
Aircraft Registration Number:	TBD
Aircraft Serial Number:	TBD

Aircraft shall be equipped as follows: New 2014 Cessna Turbo 206H with full 2 year or 1000 hour Factory Warranty G1000 Avionics Suite with GFC700 Autopilot, XM Weather & Radio Datalink, Garmin GTS800 Traffic Avoidance System, Garmin Synthetic Vision Technology, Jeppesen Chart View, Horizontal Stabilizer Boot, Kelly Aerospace Thermacool Electric Air Conditioning System, Flint Aero Tip Tanks (30 gallon total capacity). Purchase price includes G1000 Avionics training for three MCSO Pilots and Cessna Factory Maintenance Training for Three MCSO Mechanics in Phoenix, AZ.

Seller warrants that Seller holds legal title to the Aircraft and that title will be transferred to Buyer free and clear of any liens, claims, charges, or encumbrances. Upon delivery of the Aircraft and payment of the balance of the purchase price, in accordance with this Agreement, Seller shall execute a bill of sale granting good and marketable title to the Aircraft.

2. **Consideration.** It is agreed that the price of the Aircraft is Seven Hundred Seven Thousand Two Hundred Seventy Five US Dollars (\$707,275) and is due on delivery of the Aircraft. All monies paid in accordance with this Agreement will be made by cash, cashier's check, certified check, wire transfer, or equivalent.

3. **Pre-purchase Inspection.** After the signing of this Contract shall have the right to perform a pre-purchase inspection of the Aircraft. Such inspection shall be at the Buyer's expense and may be performed by an individual(s) of Buyer's choice, so long as he/she/they hold current Airframe and Powerplant mechanic certificates issued by the Federal Aviation Administration. The inspection shall be performed in Phoenix, AZ.

4. Upon completion of this inspection, Buyer shall present to the Seller any list of discrepancies compiled. The Seller shall have FIVE(5) business days to review the list and to notify the Buyer of Seller's decision: (a) to pay to have the discrepancies affecting the airworthiness of the Aircraft repaired at Seller's expense and to complete the sale; or (b) to decline to pay the costs of repairs and to terminate the Agreement. If Seller declines to pay the cost of repairs, Seller shall reimburse the Buyer for the cost of the pre-purchase inspection.

5. **Aircraft Delivery and Closing.** It is agreed that the Aircraft and its logbooks shall be delivered at the Cessna Glendale Arizona Airport. Delivery will take place on or before December 30, 2014. Payment in full, as described above, is a condition of delivery. Title and risk of loss or damage to the Aircraft shall pass to Buyer at the time of delivery. The Aircraft will be delivered to Buyer in its present condition, normal wear and tear excepted, with a valid FAA Certificate of Airworthiness.

6. **Seller's Inability to Perform.** (a) If the Aircraft is destroyed or in Seller's opinion damaged beyond repair, or is seized by the United States Government, Seller shall promptly notify Buyer. On receipt of such notification, this Agreement will be terminated and the Seller shall return to Buyer all payments made in accordance with this Agreement, and Seller will be relieved of any obligation to replace or repair the Aircraft.

7. **Taxes.** The Buyer shall pay any sales or use tax imposed by a state or local government, which results from the sale of the Aircraft.

PACIFIC AIR CENTER, 2845 EAST SPRING STREET, LONG BEACH, CA 90806

PRICING SHEET: NIGP CODE 03520

Vendor Number: 2011005159 0

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2016.**