

**Date:** April 8, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(C)

**From:** George M. Burgess  
County Manager



**Subject:** Recommendation for Approval to Award Request for Proposals No. 528: Turbine Helicopters

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve award of the referenced contract to American Eurocopter LLC to purchase four new turbine helicopters for the Miami-Dade Police Department (MDPD), with trade-in allowances for the four existing county-owned helicopters.

**CONTRACT NO:** Request for Proposals (RFP) No. 528

**CONTRACT TITLE:** Turbine Helicopters

**DESCRIPTION:** To purchase four new turbine helicopters with trade-in allowance for four county-owned helicopters.

**PROJECT MANAGER:** Lieutenant Cliff Nelson, Miami-Dade Police Department

**APPROVAL TO ADVERTISE:** July 5, 2006

**TERM:** Three years with three, one-year options-to-renew.

**CONTRACT AMOUNT:** \$15,570,000

**FUNDING SOURCE:** Capital Outlay Reserve

**METHOD OF AWARD:** An open, competitive RFP process was used. Award is recommended to the highest ranked responsible, responsive proposer.

**VENDORS RECOMMENDED FOR AWARD:** American Eurocopter LLC (Non-local vendor)  
2701 Forum Drive  
Grand Prairie, TX 75052  
Principal: American Eurocopter Corporation

**VENDORS NOT RECOMMENDED FOR AWARD:** Agusta Aerospace Corporation (Non-local vendor)  
3050 Red Lion  
Philadelphia, Pa 19114

Edwards and Associates, Inc. (Non-local vendor)  
PO Box 3689  
Bristol, TN 37625

- USING/MANAGING AGENCY: Miami Dade Police Department
- CONTRACT MEASURES: The Review Committee of March 29, 2006, recommended a Small Business Enterprise (SBE) selection factor for this contract.
- LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.
- USER ACCESS PROGRAM (UAP): The contract includes the User Access Program provision. The 2% program discount will be collected.
- LOCAL PREFERENCE: Applied in accordance with the ordinance, but did not affect the outcome.
- PERFORMANCE DATA: There are no known performance issues.
- COMPLIANCE DATA: There are no known compliance issues.
- ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

**BACKGROUND**

Miami-Dade Police Department (MDPD) uses helicopters for aerial patrolling duties and to respond to emergencies. The existing four helicopters were purchased more than 13 years ago and have far exceeded their ten-year/8,000 hour useful life. It has become necessary to replace these helicopters with newer units. Request for Proposals (RFP) No. 528 was issued to obtain proposals for four helicopters over a four year period, to trade-in the current aircraft as new ones arrive, and to obtain necessary parts and inventory to allow the MDPD to provide routine maintenance.

The County issued the solicitation in July 2006, received proposals in October 2006, attended flight demonstrations in November 2006 and initiated negotiations with the top ranked Proposer, American Eurocopter, LLC, (AE) in January 2007. Negotiations were suspended in May 2007 until outcomes were known regarding state mandated property tax relief measures and related impacts to the general fund. The County resumed negotiations in January 2008. Negotiations were completed in the first week of February, with American Eurocopter agreeing to hold pricing (2007 prices in lieu of 2008 prices at approximately a 9.5% increase) and agreeing to provide the first aircraft by October 2008. The three additional aircraft will be delivered at a rate of one per year over the next three years.

In addition to the very favorable prices offered by the recommended vendor, the County negotiations resulted in an open "credit" account (at no additional cost to the County) in the amount of \$200,000 for the County's use for the purchase of parts, equipment, training and other related items. The County will also receive \$100,000 in parts on consignment for use in the event of emergencies. Miami-Dade Police Department (MDPD) performs routine maintenance on the aircraft and will require certain parts for maintenance. To ensure the availability of the part(s) and avoid delays in operating the aircraft the vendor has agreed to ship these parts on a consignment basis. As MDPD uses these parts, it will utilize the open "credit" account to pay for them. During the four year period of aircraft delivery, the vendor has agreed to replenish the consigned parts inventory as the County uses them. The County retains the option to purchase these parts or to return them back to the vendor.

The recommended vendor will train thirteen pilots and five mechanics. Additionally, the aircraft will be delivered to Opa Locka Airport. At the time of delivery of each aircraft, AE will purchase one aircraft of the County's current Bell Helicopter fleet and credit the invoice for the value. The current value of the County's aircraft is estimated at \$642,000 per aircraft. Though the term of this AE, will take possession of all four of the County's existing aircraft. AE will purchase all tools and usable spare parts in accordance with provisions established in the agreement.

Other than the parts the County can obtain through the open "credit" account, future parts and services required for servicing the new aircraft will be obtained utilizing a separate full and open competitive process.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** April 8, 2008

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(O) (1) (C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(O)(1)(C)

Veto \_\_\_\_\_

04-08-08

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH AMERICAN EUROCOPTER, LLC TO PURCHASE FOUR AMERICAN EUROCOPTER AS350 B3 HELICOPTERS FOR THE MIAMI-DADE POLICE DEPARTMENT, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. 528

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the selection of American Eurocopter, LLC, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this  
8<sup>th</sup> day of April, 2008. This resolution shall become effective ten (10) days after the date  
of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only  
upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez



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(Date)

American Eurocopter, LLC  
2701 Forum Drive  
Grand Prairie, TX 75052  
Attn: Mr. Francois Bordes, Chief Financial Officer

Mr. Bordes:

This Letter Agreement (Agreement, also Contract) is intended to set forth the terms of Miami-Dade County's ("County") purchase of four American Eurocopter, LLC, Model AS350B3 Turbine Engine Helicopters (also, Aircraft, used interchangeably) as further defined in this Letter Agreement, through American Eurocopter, LLC ("Contractor"), for Miami-Dade Police Department (MDPD), Special Patrol Bureau, Aviation Unit.

This Letter Agreement shall consist of (1) these terms and conditions; (2) Appendix A – Description and Price Schedule; (3) County Request for Proposals (RFP) No. 528 and all associated addenda and attachments, incorporated herein by reference, and (4) the Contractor's Proposal, which consists of the proposal submitted by the Contractor in response to County RFP No. 528, dated September 13, 2006 and supplemental letter dated September 14, 2006, (both incorporated herein by reference) and Supplemental Letter dated [REDACTED] 2008 ("Supplemental Letter"), attached hereto as Appendix B.

The terms of the Agreement are as follows:

- (1) Definitions
  - (a) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
  - (b) The word "Days" to mean Calendar Days, unless otherwise specifically stated herein.
  - (c) The word "Deliverables" to mean Helicopters, and all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
  - (d) The words "Extra Work" or "Change Order" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the

County.

- (e) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Agreement.
- (2) The effective date of this Contract is [REDACTED]. The term of this Contract shall be from the effective date through December 31, 2011, unless extended by mutual agreement by both parties through a supplemental agreement, or upon termination by the County.
- (3) (a) All materials, components and parts installed in or on the Aircraft shall be newly made of substantial and durable construction in all respects, as determined in Contractor's sole discretion, and shall meet Federal Aviation Administration ("FAA") Standards.
- (b) Under no circumstances are used, reconditioned or obsolete parts or components to be used in the assembly of the Aircraft.
- (c) Approximately sixty (60) days prior to delivery of the Aircraft, the Contractor shall advise the County of the Inspection Date. County authorized representative(s) shall inspect and flight test the Aircraft at the Contractor's facility. During the course of the inspection, the County shall advise the Contractor in writing of any deficiencies with the Aircraft. The Contractor shall cure all such deficiencies as soon as possible. The Contractor shall transfer Title to the Aircraft to the County free and clear of any and all liens, privileges, encumbrances, charges, and right of others; and the Risk of Loss shall transfer from the Contractor to the County at that time.
- (d) Contractor shall deliver Helicopters to Miami-Dade, Florida (specifically, Opa Locka Airport, Opa Locka, Florida). Transfer of title shall occur at the moment of Acceptance. Upon transfer of title the Contractor shall present an invoice for the Aircraft to the County's Program Manager. Contractor shall be responsible for all flight costs and while the Aircraft is in the Contractor's possession or in flight under the Contractor's control with the Contractor's employee being the pilot in command and the Contractor shall accept all responsibility for the Aircraft and ensure that the Aircraft is covered under the Contractor's aircraft liability and hull insurance policies. County will advise the Contractor in writing when the County is ready to accept the Aircraft, which will include verification that proper insurance for the Aircraft is in place, to ensure a seamless line of insurance coverage.
- (4) The Contractor states that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price for the Helicopters. The amount of this Agreement is an estimated not to exceed **fifteen million five hundred and seventy thousand dollars (\$15,570,000.00)** for the term of this Agreement, except for a change and/or modification to this Agreement, which is approved and executed in writing by the County and the Contractor. Additionally, the Contractor shall credit invoices for the amount due the

County for the Contractor's purchase of the County's aircraft and for the purchase by the Contractor of the County's tools and/or parts for the County owned aircraft, as transferred to the Contractor.

The Contractor shall establish an account in the amount of \$200,000.00 for the County to use to purchase related parts, labor, shipping charges, etc. as the County deems fit. This account shall be referred to as the Open Account. This Open Account is not a charge to the County. The Contractor shall maintain a record of the balance remaining in the Open Account. Prices and discounts are as stated in Appendix A, in the Price Schedule.

The Contractor shall provide helicopter parts in the amount of \$100,000 on a consignment basis to the County to use at the County's discretion, as further detailed in Supplemental Letter Item #22.

The Contractor shall purchase the County's four MDPD Bell 206L-4 aircraft as well as the spare parts inventory. One aircraft will be traded in to defray cost for the purchase of each new aircraft. The sale price of the existing MDPD fleet shall be based on provision in Supplemental Letter Item #15.

- (5) Payment will be made upon receipt of a commercial invoice for each Aircraft as delivered and per Appendix A and as accepted by the County. The Payment terms are upon acceptance of the Aircraft at Miami-Dade County location(s) as stated in 3d, above. Upon proper approval of the invoice the County shall initiate an ACH payment to the Contractor for the amount owed for the Helicopter purchased by the County, less the amount due from the Contractor for the simultaneous purchase by the Contractor of the County's aircraft and any spare part(s). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor.
- (6) The County's MDPD Director or designee located at 9105 NW 25<sup>th</sup> Street, Doral, FL 33172-1500 will manage this Agreement on behalf of the County.

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by Registered or Certified Mail, return receipt requested, or delivered personally, (or fax delivery with hard copy to follow in the format stated in this subparagraph) in any case addressed as follows:

- (a) To the County to the following address:

Miami-Dade Police Department  
9105 NW 25th Street  
Doral, FL 33172-1500  
Attention: Director  
Phone: (305) 471-2100  
Fax: (305) 471-2163

and;  
Miami-Dade County  
Department of Procurement Management  
111 NW 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1989  
Attention: Director

(b) To the Contractor:

American Eurocopter, LLC  
2701 Forum Drive  
Grand Prairie, TX 75052  
Attn.: Mr. Francois Bordes, CFO

Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

- (7) The Contractor shall forward all manuals, parts and tools catalogues and other documentation as stated in this Agreement.
- (8) The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, whether in tort, contract or otherwise, arising out of, relating to or in any way associated with this Agreement, or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein shall be construed as a waiver of sovereign immunity by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations or claims.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Aviation General Liability Insurance including Completed Operations and Products Liability Insurance in an amount no less than \$15,000,000 per occurrence and in the aggregate.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor

shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

- (9) Warranty for parts shall be for a period of 24 months or 1000 hours, whichever occurs first. The Contractor has provided limited warranty language as part of the Contractor's Proposal, which the County accepts.
- (10) The Contractor shall pass through all third party warranties for the Aircraft and all equipment, parts and components, in a timely manner.
- (11) Contractor shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the Services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, apart 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.
- (12) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

If the Contractor commits any fraud, misrepresentation or material misstatement regarding its contractual obligations to the County, the County shall have the right to terminate this Contract; seek judgment for any monies due to the County, and; as a

further sanction, the County may terminate or cancel any other contracts which the Contractor has with the County. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The Contractor may also be debarred from any County contracting for up to five (5) years.

- (13) Termination for Default: The County may terminate this Contract upon the failure of the Contractor to comply with any provision and/or requirements of this Contract. The County may also seek all other legal and equitable remedies to which it may be entitled. The County's decision not to take action upon failure of the Contractor to perform shall not be construed as a waiver of the ability of the County to take additional action at a later date and time. The County shall also have the ability to place the Contractor on probation and/or terminate any portion of the Contract. The date of termination shall be stated in a written notice to the Contractor.
- (14) The Contract shall be deemed to be executed in Miami-Dade County, State of Florida, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Florida. The Contractor agrees that the venue for any and all claims arising from this Contract shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- (15) The Contractor represents that:
- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
  - b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
    - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
    - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
  - d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
  - e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.
- (16) If any provision of this Agreement conflicts with any applicable law or regulation, the provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible, but the obligations under this Agreement, as modified, shall continue.
- (17) The Contractor shall ensure that no person shall, solely on the basis of race, color, national origin, religion, sex, handicap, or age, be denied service, or be subjected to discrimination under any activity associated with this Agreement.
- (18) By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit (as part of the Vendor Registration) the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. The Resolution provides that "If any attesting firm, or any owner, subsidiary or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit submitted pursuant to this resolution shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit."

- (19) According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited

to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- (20) User Access Fee - Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this Agreement and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase - Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

Contractor Compliance - If a Contractor fails to comply with this section, Contractor may be considered in default by the County in accordance with Article 21 of this Contract.

- (21) Except as otherwise expressly provided herein, neither party hereto shall be considered in

default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's Staff Personnel), or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots, strikes (not including strikes of personnel of the Contractor's suppliers or subcontractors), or war.

- (22) If the Contractor commits any fraud, misrepresentation or material misstatement regarding its contractual obligations to the County, the County shall have the right to terminate this Contract; seek judgment for any monies due to the County, and; as a further sanction, the County may terminate or cancel any other contracts which the Contractor has with the County. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The Contractor may also be disbarred from any County contracting for up to five (5) years.
- (23) The Contractor shall be a registered vendor with the County – Department of Procurement Management – Vendor Assistance, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

- (24) In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy

Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Small Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

- (25) The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in this Agreement. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.
- (26) The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.
- (27) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties

hereto or their authorized representatives.

- (28) Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest herein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the County. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the Contractor, or involve the County in any expense.
- (29) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

The County will have the right to require the Contractor not to utilize the services of a person, firm or corporation disapproved by the County. The County shall have the right to withdraw its consent to the use of a Subcontractor if it appears to the County that the subcontract will delay, prevent or otherwise impair the performance of Contractor's obligations under this Contract. The County shall have the right to pay the Subcontractor directly for the performance by such Subcontractor, in the event the County finds the Contractor in breach of its obligations and/or in default of this Contract. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder.

- (30) Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Consultant's Staff Personnel), or war. Notwithstanding the foregoing, the failures of any of the Consultant's suppliers, subcontractor, or the like shall not excuse the Consultant's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots, strikes (not including strikes of personnel of the Consultant's suppliers or subcontractors), or war.

(31) Ordinances, Resolutions and/or Administrative Orders

To request a copy of any ordinance, resolution and/or administrative order cited in this Contract, the Contractor must contact the Clerk of the Board at (305) 375-5126.

**American Eurocopter, LLC**

**Miami-Dade County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Attachments:

Appendix A – Helicopter Description and Price Schedule

Appendix B – Supplemental Letter

## Appendix A – Description and Price Schedule

### 2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Police Department (MDPD) will purchase four (4) new turbine helicopters American Eurocopter AS350B3 and sell the four (4) current helicopters owned by MDPD over a four year period.

Additionally, the County may purchase green helicopters, parts, labor, and/or tools as further detailed in this Agreement.

### 2.2 REQUIREMENTS AND SPECIFICATIONS

#### A. Specifications

The helicopters shall be new, of current design and production, with spare parts readily available. The Aircraft shall have an established maintenance history, safety record and operating history. All mandatory aircraft service bulletins and FAA airworthiness directives shall be complied with upon delivery of the aircraft.

All equipment, accessories and avionics are to be installed identically on all four aircraft. MDPD will approve the cockpit and instrument panel layout. All performance criteria, equipment, accessories, avionics, training, etc, shall apply to all four helicopters. Where instances of identical equipment can not be supplied, Contractor shall work with MDPD to determine replacement equipment and any price differentials associated with the replacement equipment.

Appendix 'B' of this Contract contains Attachment 'C' *Configuration*, which shall prevail in-lieu of conflict between Attachment 'C' and the specifications listed here-in.

#### B. Weight and Balance

Design of the helicopters should permit minimum to maximum indiscriminate cabin loading without having to move any aircraft components or using any movable ballast to keep within certified limitations.

#### C. Engine and Transmission/Gearbox

The helicopters shall be equipped with a Full Authority Digital Engine Control (FADEC) or an acceptable equivalent, with backup system, equipped gas turbine engine. Developing horsepower shall be sufficient enough to takeoff and maintain a constant flight altitude. The engine shall have a manufacturer's recommended overhaul of not less than 3,000 hours. The gas turbine engine shall be capable of using Jet A, JP-4, JP-5 and JP-8 fuel types.

- a. The engine shall be equipped with a magnetic plug/chip detector.

- b. The engine shall be equipped with a lubrication/oil cooling system and FACET oil filter.
- c. The aircraft shall have a barrier filter.
- d. The engine shall have a method of torque measurement.
- e. The aircraft shall have an engine fire detection system.
- f. The gas turbine engine shall be test run prior to being installed in the helicopters. The engine shall be capable of producing shaft horsepower rated greater than the transmission limitations. Appropriate documentation of the test must be provided upon delivery of helicopters.
- g. The main gearbox shall be anti-vibration mounted, with oil sight gauge, chip detector, oil temperature and pressure switches.
- h. The engine to main gearbox coupling shaft shall be considered heavy-duty in design.
- i. The main rotor system shall have a Revolutions Per Minute (RPM) sensor, with a high/low warning device.

**D. Main Rotor System and Tail Rotor System**

- a. The helicopter's main rotor system shall have a minimum of three blades controlled by hydraulic servo units. High visibility paint on the main rotor blades shall be provided.
- b. The main rotor blades shall require no internal, or dye penetrant inspection during service intervals.
- c. The main rotor system design shall minimize tracking procedures; tracking and balance provisions shall be provided and installed on the aircraft.
- d. The main rotor system design shall provide for ready maintaining of RPM during power-on/power-off transitions. The "avoid" area of the height-velocity diagram shall be minimized to provide operational safety for low speed search and surveillance flights.
- e. The main rotor system design shall incorporate a "blade flapping" restriction device to assure maximum blade to ground clearance during stops and starts conducted in high winds.
- f. The main rotor system shall be equipped with a rotor brake capable of stopping the system on shutdown in a minimum amount of time.
- g. The tail rotor system shall consist of at least two conventional rotor blades (no substitute). Tail rotor tracking and balancing provisions shall be

provided and installed. High visibility paint on the tail rotor blades shall be provided.

- h. The tail rotor gearbox, with oil sight gauge and chip detector shall be installed.

#### **E. Interior Cabin Configurations**

- a. Normal seating for the front aircrew compartment shall consist of two (2) seats that are covered in a high durability material. The seats and/or tail rotor pedals shall be adjustable for taller aircrew. The rear seat compartment shall consist of seats covered in a high durability material.
- b. Energy-attenuating (crash worthy) features for the protection of crew and passengers shall consist of either energy attenuating seats or airframe features that include rupture resistant fuel cells.
- c. All seating positions shall be provided with seatbelts, with metal-to-metal buckle design and shoulder harnesses/inertia reels.
- d. The helicopters shall be configured for the right-seat as the pilot in command position.
- e. The aircraft shall be equipped with dual controls. The left seat controls shall be of a "quick detach/quick removal" design; capable of being removed by the aircrew, prior to flight, with minimal or no tools. These shall be of a design that allows installation with minimal or no tools.
- f. The cabin width and height of the aircraft shall be conducive to crew ergonomics and comfort during law enforcement missions. The cabin shall allow for crew comfort during extended flights, and have no hindrance to the aircrew due to other crewmembers seating positions, or the location of airframe or equipment that would interfere with a crewmembers ability to see, or affect the aircrew member from performing his/her mission as a member of the MDPD's Aviation Unit. The MDPD shall have the final determination of an aircraft's ability to meet this standard.

#### **F. Hovering**

The helicopters shall be capable of hovering at maximum gross weight at sea level in no less than 15 knots tail wind.

#### **G. Electric Power Supply**

- a. The basic power system shall be a 28-volt supply, and shall be equipped with a nickel cadmium battery. The location of battery shall be in the tail boom of the aircraft.
- b. A standard aircraft external power and grounding receptacle shall be provided.

- c. Circuit breakers/switches shall be used for electrical load protection.
- d. The aircraft shall be equipped with a starter-generator capable of providing 28 volts (DC) and 200 AMP/HR after start in addition to a voltage regulator.
- e. All necessary lights shall be provided for night flying, as required by the FAA, including but not limited to:
  - Strobe anti-collision red mounted on top the fuselage, or in a suitable position for maximum visibility.
  - Strobe anti-collision red mounted on the underside of the fuselage.
  - Strobe anti-collision (white) lights on the side of each aircraft.
  - Position lights mounted on the helicopters in locations that provide for maximum visibility. (On/Off switch controlled; with no dim/bright positions).
  - Landing light, and one auxiliary landing light that are forward mounted, controllable by a collective mounted on/off switch.
  - The instrument lights shall be internally lit and rheostat controlled. Also, "flood" lighting that is rheostat controlled will provide illumination of the instrument panel. Blue/Green night lighting will be used. White lighting is acceptable only in instruments that do not have blue/green capability. Lighting shall be night vision goggle (NVG) compatible.
  - Cabin interior light or cockpit utility light shall be rheostat controlled and provide appropriate lighting so not to interfere with the night vision of the crewmembers. In addition, the pilot and copilot position will have separate lights and separate controls. All lighting shall be NVG compatible.

#### **H. Instruments and Caution Warning Lights**

The following instruments and caution warning lights shall be provided by the Contractor. The Contractor may use its FADEC and/or VEMD and warning lights to satisfy these specifications:

- a. Air speed indicator
- b. Pressure altimeter calibrated to 20,000 feet
- c. Honeywell KRA-405B RADAR Altimeter
- d. Horizontal Situation Indicator (HSI)
- e. Gas generator tachometer

- f. Free air (outside) temperature
- g. Turbine outlet temperature
- h. Transmission oil temperature/pressure
- i. Torque meter indicator
- j. Engine oil pressure indicator
- k. Engine oil temperature indicator
- l. DC digital amp meter/voltmeter
- m. Rate of Climb indicator
- n. Magnetic Compass
- o. Static Ports
- p. Warning panel
- q. Fuel gauge/fuel low meter/remaining time to fly indication. The readings shall be in pounds per hour or in pounds of fuel left in the fuel tank.
- r. Maintenance information and engine parameters from aircraft sensors.
- s. Hobbs hour meter to record engine operation time. The meter shall be installed in series with the transmission's oil pressure sensor, and collective lever switch, to indicate usage only when the engine is running, and the collective lever is not fully down. The meter shall be mounted on the instrument panel and be lit for NVG compatibility
- t. Digital Chronometer with elapsed time counter and reset capability, hot-wired into the aircraft electrical system, with independent battery back up. It shall be mounted on the instrument panel, easily accessible to both pilots, with night lighting.
- u. Analog clock

**I. Avionics Accessories, Components and Configuration**

- a. All transistor, modular construction with voltage regulator module for use with power supply of 28-volts.
- b. All switches, audio panels, control heads, circuit breakers and antennas shall be labeled with appropriate flight information and warning labels. All labels shall be legible, professional quality and permanent. The labels shall not be "handwritten."

- c. All control heads for audio control system (except the rear passenger audio panel) including VHF radio, UHF/FM radio, master switching and backup system to be mounted in an agreed upon location within the instrument panel.
- d. Installation to consist of wire connectors and terminal blocks throughout system, with solder connections only used by the OEM of said equipment or by the recommendation of installation instructions per the OEM.
- e. Certain equipment, such as the FLIR, Cargo Sling, SX16 shall be interchangeable with each aircraft.
- f. Avionics equipment specified below is the avionics package for the helicopters. All avionics shall be priced with antennas and to be installed at the factory, or a factory authorized completion center. The MDPD will approve layout of the avionics in the instrument panel and rear passenger compartment in the pre-production meeting.
- g. The helicopters shall incorporate two (2) Audio Panels (controllers), one at the pilot's position and one at the co-pilot's position. Co-pilot's/observer's position shall have a foot switch.
- h. The helicopters shall incorporate one (1) Audio Panel (controller) in the rear passenger area of the aircraft. The rear passenger area shall be paralleled so that at least 3 people can use the controller to transmit and utilize the intercom system.
- i. The aircraft shall include four (4) David Clark noise-attenuating headsets in each aircraft.
- j. The aircraft shall have an NVG compatible cockpit.
- k. Provide a total of ten (10) sets of Anvis 9 night vision goggles. These 10 goggles shall be delivered at the time of delivery of first helicopter.
- l. Provide a total of Twelve (12) Flight Suits SPH-5 Helicopter Helmets with visor housing to adapt to ANVIS night vision goggles and Active Noise Reduction ANR-300 installed. MDPD will provide the sizes for these helmets. These shall be delivered at the time of delivery of first helicopter.
- m. Two jacks shall be provided for each pilot and copilot's positions, for use by either the headset or the helmet

#### **J. Avionics Equipment**

Each helicopter shall contain the following new avionics equipment installed in a full law enforcement instrument panel with center console:

- a. One Garmin GNS-530W GPS/NAV/COM
- b. Honeywell KX-165 NAV/COM (COM 2)

- c. Garmin GTX-327 Transponder w/Shadin 8800T Encoder
- d. Two (2) NAT AMS 43 or AA-97 audio panels (controller) front mounted for pilot and co-pilot.
- e. One (1) NAT AMS 42F or AA-97 audio panel for the rear passenger compartment.
- f. One (1) NAT AA-90-IKC installation kit per audio panel, where required
- g. One (1) NAT AA31 ICS to provide audio isolation between the pilot and the passengers.
- h. One Aerocomputers Utilichart LE-5000 with statewide database of the State of Florida, and keyboard integrated with Wescam Imaging System and Avalex monitor with view-synch.
- i. One Avelex monitor with loop through video and touch screen video monitor installed at the left front observer's position on an appropriate mount, with glare protection from the sun integrated with the WESCAM Imaging System.
- j. Auto CAD drawing package of avionics shall be provided with first aircraft.
- k. Avionics master switch solenoid.
- l. Installation of one Wulfsberg FLEXCOM RT-5000/C-5000 with NVG display. The RT-5000/C-5000 shall be APCO 25 trunking all connectors, shock mounts, AT-560 /5000 antenna/tuners. The unit shall also contain the FLEXCOM tuning kit and all RT interface equipment. The unit shall also be equipped with the FLEXCOM 2 Cloning Kit, capable of communicating on 29.7 through 960 MHz; to include all Marine bands. The FLEXCOM shall be compatible with the Motorola Smartnet and Smart Zone trunking systems. In addition, the FLEXCOM shall be able to be transmitted and received from all seating positions within the aircraft.
- m. The aircraft will be equipped with a Powersonic (NVG Compatible Lighting) Public Address System with external speakers integrated with the audio system.
- n. One (1) WESCAM 12TS 2000 IR/TV Imaging System with Microwave Downlink, hand controller and Smartlink Interface Unit and SLASS with laser illuminator.
- o. One WESCAM Skypod LC Microwave Antenna, with WISARD COFDM digital encoding system.
- p. Two WESCAM WISARD Handheld Receivers per aircraft (loose equipment).

- q. One WESCAM WISARD AzTRACK portable microwave receive system per aircraft (loose equipment).
- r. Honeywell KCS-55A Compass System.
- s. Per Amendment #2, Motorola M7100 800MHz/ Transceiver.
- t. Wysong V Antenna Mount, which is not simultaneously compatible with Cargo Hook missions.
- u. Custom Switching on Pilot and Copilot cyclic grips for avionics and SX-16 remote operation.
- v. Avidyne TAS 610 Traffic Avoidance System interfaced to GNS-530.
- w. A Avalex AVR8140 Digital Video Recorder interfaced with WESCAM and Aerocomputer.
- x. Artex 406 ELT with cockpit switch.
- y. The aircraft shall be installed with (NVG) LOJack vehicle locator system (LOJack to provide free of charge), utilizing the low profile antennas array (Model Number EXB164BNX) on an appropriate quick-disconnect mount utilizing quick-disconnect cannon plugs.
- z. All avionics equipment shall be installed using appropriate broadband and other required antennas, or couplers, to insure maximum receiver sensitivity and transmitter output.
- aa. The radios shall be installed in a location approved by MDPD AU.
- bb. A floor mounted push to talk switch capable of transmitting on both VHF and Police (800 MHz) radios as selected by the audio panel at that seat. The rear seating area shall have the capability to transmit on the police radio only selectable by the pilot. The intercom system shall be a hot mike speech activated system. The system shall allow the pilot (right seat) to isolate the rear and/or left seat when needed.
- cc. The communications cord plug-in receptacles shall be mounted overhead and to the rear in the front crew compartment. Rear communication cord plug-ins shall be mounted in the overhead panel.
- dd. The helicopter shall be equipped with high skid gear with flight steps, and heavy-duty carbide skid shoes. The helicopter shall be equipped with dual (one on each side) Tyler Technologies, Tactical Special Operations Mount (TSOP) with Dual Fast Rope Assembly integrated with the TSOP. The Fast Rope Assembly shall be equipped with a two-function T-Handle release mounted so that it is accessible from both the right and left front seats.

- ee. The helicopters shall be equipped with a collective mounted twist-grip throttle with collective lock and collective barrier.
- ff. The helicopters shall be equipped with an SX-16 Nightsun, mounted centrally located under the rear fuselage. The SX-16 shall be installed on an appropriate quick-disconnect mount utilizing quick-disconnect cannon plugs. Two additional SX-16 Nightsuns (Detachable Parts/Gimbal Units) shall be delivered with the first aircraft. The detachable parts/gimbal units support provisions shall be painted to match the paint scheme of the aircraft.
- gg. MDPD will program the FLEXCOM radios for its law enforcement frequencies.

#### **K. Helicopter Interior and Exterior**

- a. The aircraft shall have a composite or metal fuselage. The use of aluminum on the tailboom is acceptable.
- b. The interior trim and seats of the helicopters shall be of a heavy duty tear resistant material. The flooring area shall be of a high durability rubber or composite matting material. The color will be determined by MDPD.
- c. The exterior of the helicopters shall be painted in a four-color paint scheme. The paint scheme shall be of a design agreed upon by MDPD. The Contractor shall register the aircraft with the FAA. The County shall coordinate with Contractor regarding suitable FAA registration numbers for each aircraft in a timely manner. All logos, decals and shields for the aircraft exterior shall be provided by the County.
- d. The helicopters' left and right rear doors shall be of a sliding type. The windows shall be of a high-visibility type.
- e. The left/right front doors shall be of a high-visibility type, which is designed for maximum visibility and law enforcement missions. The door shall be jettisonable. The door shall be equipped with an automatic door opener.
- f. The aircraft shall have large overhead tinted windows, to provide maximum visibility.

#### **L. Miscellaneous Equipment**

- a. Main rotor tie downs
- b. Pitot cover
- c. Turbine inlet covers
- d. Tailpipe outlet covers

- e. Fire Extinguisher
- f. Intentionally left blank.
- g. Jack points
- h. Environmental Control System, including heater/defogger, fresh air ventilation system and air conditioning with dual evaporators.
- i. Wire Strike Protection System (WSPS)
- j. Ground Handling Wheels
- k. Engine Filtration System
- l. Soderberg NVG-Compatible Cockpit Map Lights
- m. Streamlight NVG-Compatible Flashlight and Onboard Charger
- n. Pitot heat
- o. Lifting points
- p. Airframe mounted fuel filter
- q. Cargo Hook with lift capability of 1650 pounds
- r. Chart and equipment cases
- s. Pulse Lights to encompass both Landing and Taxi Lights
- t. Exterior mounted compressor wash nozzle that is easily accessible by maintenance personnel. Also known as an exterior wash kit.
- u. 6-floor mounted heavy-duty cargo tie downs.
- v. Holder for Electronic Stabilized binoculars in the front observer's position.
- w. Document holder, for logbooks and charts.
- x. Exterior keyed locks, all keyed the same, shall be provided for all aircraft doors.
- y. High visibility windows on rear sliding doors.
- z. Internal Dual Litter Equipment (stacked).

**M. Over Water Operations Equipment**

- a. Each helicopter shall be equipped with an emergency inflatable floatation system.
- b. A Solar luminescent solution to Helicopter emergency evacuation lighting.
- c. Six (6) mounting brackets installed for helicopter emergency escape device (HEED) bottles in both crew and passenger compartments in a location approved by the MDPD.

#### **N. Laptop and Maintenance Tracking Software**

The Contractor has budgeted a combined total of \$17,000. USD for said equipment and software. The Contractor will purchase equipment of the County's choice; however, the Contractor's obligation for these items will not exceed \$17,000. USD.

### **2.3 TRADE IN OF EXISTING FLEET, TOOLS & SPARE PARTS**

#### **A. Existing Fleet**

The Contractor shall accept the County's existing fleet of four helicopters and spare parts inventory as trade-ins.

#### **B. Tool set for the existing fleet**

The Contractor shall purchase the County's specialized tooling of Bell Helicopter Textron (BHT), at BHT's current list price (at time of delivery of the final helicopter) minus the discount as stated in the Price Schedule in this Appendix A.

#### **C. Spare Parts Inventory for the existing fleet**

The Contractor shall purchase spare parts of Bell Helicopter Textron & Rolls Royce Engine Corporation (RR) at the BHT's/RR's current list price (at time the delivery of the final helicopter) minus the discount as stated in the Price Schedule in this Appendix A. The County will pay for the shipping and handling of the tool set and spare parts reference in this paragraph C and B above.

### **2.4 TOOLING AND SPARE PARTS FOR NEW FLEET**

The Contractor shall provide a one-time open account in the amount of \$200,000 to allow the County to purchase specialized tooling required to maintain, repair and perform replacement of parts subject to wear or deterioration. The open account can also be utilized to provide the County with an inventory of commonly used spare parts. The open account shall be available prior to delivery of the first helicopter.

The Contractor shall apply the discount, as specified in the Price Schedule (in this Appendix A) for the manufacturer's list price on all tools and parts purchased from this established account.

The Contractor shall not charge the County for shipping and handling of the tools and spare parts for the new fleet.

## **2.5 APPLICABLE PUBLICATIONS AND STANDARDS**

The Contractor shall provide all manual as stated in the Supplemental Letter - Item #4.

## **2.6 TRAINING**

The Contractor shall provide the following training at no additional charge to the County:

- A. Full factory initial ground training for 13 pilots, including night autorotations at Contractor's facility. All pilot training shall be provided prior to the delivery of the first aircraft.
- B. External load/sling load training and endorsement and Night Vision Goggle (NVG) training for 13 pilots in County Aircraft at County Facility.
- C. Full factory initial field maintenance airframe and field maintenance engine course for 5 aircraft mechanics. All maintenance training slots will be available prior to delivery of the first aircraft.
- D. The County understands that the training of its mechanics for overhaul work is cost prohibitive at this time. The County shall have the option to obtain overhaul course training through the Contractor during the life of this Agreement at a price negotiated at that time.

## **2.7 WARRANTY PROGRAM**

The Contractor shall provide a Limited Warranty program that shall include the following:

Parts for a period not less than 24 Months or 1000 hours, whichever occurs first.

The Contractor shall not charge the County for shipping and handling of parts that meet the definition of parts covered under Contractor's limited warranty. The County is responsible for shipping and handling for returning cores to Contractor.

## **2.8 DELIVERY OF AIRCRAFT**

The Contractor shall deliver the first helicopter by October 31, 2008. The second helicopter shall be delivered by October 31, 2009. Third helicopter shall be delivered by October 31, 2010. The Fourth helicopter shall be delivered by October 31, 2011. Acceptance of the aircraft will occur at the Miami-Dade Police

Department, Aviation Unit, Opa Locka Hangar, 4281 NW 145 Street, Opa Locka, Florida, Opa Locka Airport (KOPF).

## **2.9 CERTIFICATION AND FORMS**

The Contractor shall provide the following documents to the County after the delivery of each helicopter:

- A. All accessories installed in the helicopters proposed shall meet FAA approval through Supplemental Type Certificate (STC) or under a FAA "337" field approval.
- B. One (1) each Miscellaneous DER and Certification Forms (FAA Form 337's, 8110's, weight and balance sheets and etc.)

**Price Schedule**

**A. PROPOSED PRICE FOR NEW HELICOPTERS**

<b>New Helicopters</b>	
<b>Price of one new helicopter (a):</b>	\$ 3,892,500.00
<b>Price of four new helicopters (b = 4 x a):</b>	\$15,570,000.00

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the price state above.
2. Contractor shall submit invoices and other required documentation in order to receive payment for aircraft/parts/services delivered/rendered.

**B. COUNTY’S EXISTING FLEET**

The Contractor shall accept the County’s existing fleet of four helicopters as trade-ins. The Contractor and the County shall consider and independent source “Heli-values” as a guide to determine the then value of the trade in County aircraft. The Contractor will offset the cost of the new aircraft with the value of the trade in aircraft.

**C. TOOL SET & SPARE PARTS**

The Contractor shall accept the County’s tool set and spare parts inventory for the existing fleet as trade-ins, based on the following discounts:

Tool set (Section 2.3(B)):            50%

Spare parts inventory for the existing fleet (Section 2.3(C)):

- 1)        New        20%
- 2)        Used (serviceable) and each part must contain original paperwork)    60%

**D. NEW TOOL SET & SPARE PARTS**

The County will be able to purchase new tool set and spare parts for the new aircraft at the following discounts: on the tool set for the new fleet (Section 2.4):

New Tools 9%

Spare Parts 9%

**E. OPEN ACCOUNT**

35

Value of one-time open account: \$200,000.00

**F. OPTIONAL HELICOPTER**

Price of optional green helicopter: \$1,968,577.00



8 February 2008

Clerk of the Board  
Stephen P Clark Center  
111 N.W. First Street  
17<sup>th</sup> Floor, Suite 202  
Miami, FL 33128-1983

**RE: RFP No. 528  
Memorandum of Clarification**

Dear Mr. Zawoyski,

American Eurocopter (AE) wishes to thank the members of Miami-Dade County during the on-going clarification and negotiations of RFP No. 528, in order to provide the citizens and law enforcement personnel of Miami-Dade County, the best helicopter available.

During said clarification and negotiation meetings, several important topics were either clarified or resolved. Please accept this letter as AE's submittal of items that have been clarified or resolved and need to be added by memorandum to AE's proposal submittal for RFP No. 528.

American Eurocopter appreciates the opportunity to continue clarifications and negotiations with Miami-Dade.

Please feel free to send any other clarification or negotiation questions to the undersigned.

Best regards,

A handwritten signature in black ink that reads "Steve F. Hartung".

Steve Hartung  
Manager, Government Contracts  
[Steve.Hartung@eurocoptersusa.com](mailto:Steve.Hartung@eurocoptersusa.com)  
Phone: (972) 641-3596  
Fax: (972) 641-3761



### Items for incorporation under Memorandum

1. *pg 37* Training: Change all reference of proposal response where request is for 12-pilots of training to 13-pilots.
  - a. Section 2.8 Training (Parts A&B): American Eurocopter agrees to provide training for 13-pilots instead of 12. All other conditions in the proposal response prevail.
  - b. Clarification provided regarding location, customer/contractor aircraft and timing. AE further clarifies that the sling load training can be conducted at either the County's location or at AE.
  
2. *pg 39* Delivery Timetable: Update with the latest timetable.
  - a. Section 2.11: The completion schedule for the four Miami-Dade aircraft is scheduled:
    - i. Aircraft #1: 31 October 2008
    - ii. Aircraft #2: 31 October 2009
    - iii. Aircraft #3: 31 October 2010
    - iv. Aircraft #4: 31 October 2011This is ahead of the schedule outlined in the RFP of 12/24/36/48 months after award.
  
3. *pg 07* New Program Manager: Name, Resume, list of accomplishments
  - a. Referencing Page 07 of the proposal response: Management for the Miami-Dade helicopter completion program will under the responsibility of Mr. Rod Lutz, whose resume has been provided in Attachment 'A'. Mr. Lutz has been with American Eurocopter for 29 years and holds the title of Senior Manager/Programs. His background includes the management of helicopter completion programs for the U.S. Customs & Border Protection as well as numerous police agencies throughout the country to include, Los Angeles County Sheriff, Texas Department of Public Safety, Los Angeles Police Department, Dekalb County Police, Hillsborough County Sheriff, Drug Enforcement Administration, San Bernardino County Sheriff, California Highway Patrol, to name a few. Mr. Lutz has delivered in excess of 75, AS350 model helicopters
  
4. *pg 32* Summary of Manuals: What, Qty, Format
  - a. Section 2.7.i-v: American Eurocopter shall deliver all four complimentary sets of aircraft manuals at time of 1<sup>st</sup> aircraft delivery. Said sets shall minimally include:

- (2) *Turbomeca*: Maintenance Manuals
- (2) *Turbomeca*: Engine Support Manuals - Servie Bulletins, Modifcation Information Sheets, Service Letters
- (2) *Turbomeca*: Set of Spare Parts and Tools Catalog
- (2) *Turbomeca* CD Roms (Includes Service Bulletins and Service Letters)
- (2) AE Sets of Manuals: MDF, PRE, MET, MRR, IPC, ICO, MFI, MCS, and MTC
- (2) AE Sets of DVD INDOC
- (2) AE Sets of CD-Rom Component Manitenance Manual
- (14) AE Sets of the Flight Manual



5. *pg 40* Green Aircraft: Confirm timeframe purchase price good for
  - a. Section 2.12: The price American Eurocopter quoted was valid for a purchase in the timeframe of 2007 through 2010, subject to airframe availability. Current availability specifies a 2011 airframe.
  
6. *pg 17* Barrier Filter: FOC to Miami-Dade
  - a. Section 2.4.C.iv: American Eurocopter will provide each aircraft with a Barrier Filter System, which is composed of the fixed provisions on the aircraft and one (1) filter element, in-lieu-of of the particle separator.
  
7. *pg 20* Batter Relocation: Move battery to tailboom
  - a. Section 2.4.G.i: The battery will be relocated to the tailboom of the aircraft.
  
8. *pg 21* 28-volt Agreement
  - a. Section 2.4.G.iv: American Eurocopter agrees that the aircraft will use a 28-volt electrical system and the starter generator will be rated for 200AMP/HR start-up and 180AMP/HR continuous power.
  
9. *pg 24* AVR headsets (ensure not in helmets as not all persons will have helmets)
  - a. Section 2.4.I.xiii: American Eurocopter shall supply two sets of jacks (one set for the pilot, the second set for the copilot) to allow said pilot or copilot to have the capability to engage either the headset or the helmet.
  
10. *pg 27* two (2) Night Sun detachable parts (gimble units-with painted frames)
  - a. Section 2.4.J.xxxii: AE shall provide at time on/about delivery of the first aircraft to Miami-Dade PD, two (2) detachable part units of the SX-16 as defined by the STC holder. The detachable parts consist of the gimble unit, the bracket holding the gimble and various electrical connectors. The detachable parts will be construed to be quick-disconnect method to allow quick change out of said units with the aircraft. The mounting bracket of the gimble unit will be painted to resemble the paint scheme of the belly of the aircraft.
  
11. *pg 30* Internal Dual Litter only
  - a. Section 2.4.L.xxvi: American Eurocopter shall provide one (1) dual litter mounting system per aircraft. The dual litter mounting system shall be located in the copilot seat (with Right Hand pilot-in-command) and the patients would be stacked. Due to the size of the full-instrument panel requested by Miami-Dade and depending upon the size of the top patient or said patients placement on the top litter, the patients foot/feet may extend close to and/or into to the instrument panel. Miami-Dade has been made aware and agrees to the status of the top patient due to the use of the full-instrument panel.



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12. *pg 43* remove overhaul (MD repair capabilities) entirely.
  - a. Referencing Page 43 of American Eurocopter's proposal response: Section C: Repairs: Miami-Dade has determined this functionality is not price justifiable at this time, but Miami-Dade reserves the right to re-evaluate and purchase said service with-in the term of the contract..
  
13. *pg 50* Review of "sole discretion" in warranty section
  - a. Referencing Page 50 of American Eurocopter's proposal response-Clarification provided and understood by the parties.
  
14. *pg 51* Pass-through of 'other' warranties to MD
  - a. Referencing Page 51 of American Eurocopter's proposal response – Section (i), last sentence: American Eurocopter shall assign to Miami-Dade all warranty rights in which the warranty rights that are assignable.
  
15. *pg 60* Trade-in Update
  - a. Referencing Pages 60 through page 64 of American Eurocopter's proposal response: AE re-iterates the terms as listed on page 64 (here-in in Attachment 'B'.) In particular, please reference term #1. The parties agree that Heli-values shall be used to determine a baseline price for the trade-in aircraft.
  
16. *pg 67* Are there taxes for MD?
  - a. Referencing page 67 of American Eurocopter's proposal response, item 1 (a): American Eurocopter is not aware of a tax that would be collected under this contract. AE reserves the right to collect such tax from Miami-Dade if and when AE is made aware of said tax.
  
17. *pg 67* MD payment information
  - a. Referencing Page 67 of American Eurocopter's proposal response, item 1 (a-c): Clarification: the parties understand that there is no milestone or performance based payments. Invoice for payment at time of acceptance/trade-in for each aircraft
  
18. *Page 39* AE to coordinate and pay for travel for two persons of Miami-Dade's choice to come to AE and perform a pre-inspection/acceptance of the aircraft before it leaves for Miami-Dade where acceptance and delivery take place.
  - a. Section 2.11: To aid and assist Miami-Dade in the Acceptance protocol, American Eurocopter offers to pay all reasonable travel expenses for two employees of Miami-Dade's choice to review the aircraft before it leaves American Eurocopter. The intent is to identify and correct discrepancies and adhere to the proposal's specifications. American Eurocopter shall contact the Miami-Dade approximately 60-days from completion for American Eurocopter to arrange travel that would accommodate both Miami-Dade and American Eurocopter. These two personnel will then



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fly with the AE pilot to Miami-Dade County in the subject helicopter.  
This section applies to all four aircraft being completed.

19. *pg 68* AE to notify MD when airframe arrives to AE Grand Prairie for assembly to coordinate CFE (ex. LoJack).

- a. Referencing Page 68 of American Eurocopter's proposal response – Section 1 (b): American Eurocopter shall notify the Miami-Dade of airframe arrival to AE; at this time, Miami-Dade shall send American Eurocopter all Complete Materials relating to Customer Furnished Equipment (CFE) (example: Lo-Jack equipment) to begin the process of acceptance and approval of CFE by American Eurocopter.

20. *pg (none)* AE to provide latest complete configuration of aircraft (will encompass training, trades, configuration, etc.)

- a. A summary of material and services offered under contract can be found in Attachment 'C'. Said attachment may be amended upon written signature of both parties; however, a change in Attachment 'C' may require a change in completion date and/or price.

21. *pg 38 and pg 48* Warranty.

- a. Section 2.10 and pages 48 through 55 of American Eurocopter's proposal response: Both parties agree to the stipulations there-in.

22. Consignment Parts

- a. American Eurocopter shall provide parts on consignment to Miami-Dade that follow the following conditions:

- i. *Value*: The consignment of parts shall be valued at \$100,000.00
- ii. *Term*: The consignment parts will arrive on/around the delivery date of the first helicopter and will remain on consignment until the delivery of the fourth aircraft (or the last aircraft delivered, which-ever occurs first.)
- iii. *Invoice/Replacement*: If an item from the consignment list is consumed, Miami-Dade will be invoiced for said component at the current year list price, minus any applicable discount(s). If a part is consumed, Miami-Dade has the option of whether-or-not to ask AE to replace the item in the consignment inventory. At time of delivery of the last aircraft, Miami-Dade shall purchase or return the consignment parts, less Shelf Limit Life parts (example hoses, etc...) remaining in Miami-Dade inventory at current year list price, less any applicable discount(s).
- iv. *List*: The list of consignment parts provided is a listing of AE determined critical components. Miami-Dade may choose a different part from the list provided, as long as the value of consignment parts does not exceed the *value*, \$100,000.00, as listed in item #1.
- v. *Waive*: AE will waive its 6% annual consignment fee for up until the last aircraft is accepted.

- b. AE's recommendation of Consignment Parts can be found in Attachment 'D'.



23. (Pricing Manual) Open Account Clarification

- a. Referencing page 2 of the Pricing Manual - Open Account: American Eurocopter clarifies that parts and tools returned and approved under American Eurocopter guidelines for warranty repair or warranty replacement will not be invoiced to Miami-Dade, nor shall it be invoiced to Miami-Dade's \$200,000.00 Open Account.
- b. The \$200,000.00 Open Account offered by American Eurocopter to Miami-Dade has been increased in-scope to also include additional American Eurocopter conducted training.

24. References

- a. American Eurocopter provides the following references as requested by Miami-Dade in Attachment 'E'

25. Section 2.4.N and 2.7.vii –Laptop and Maintenance Tracking Software.

- a. Section 2.4.N and 2.7.vii –Laptop and Maintenance Tracking Software: American Eurocopter has initiated with Miami-Dade acceptance during the negotiation stage, that technology has outgrown the proposal-spec for the laptop and possibly the Maintenance Tracking Software. Therefore, the parties agree that American Eurocopter has budgeted a combined total of \$17,000USD for said equipment. AE will purchase equipment of Miami-Dade's choice as-long-as the purchase does not exceed \$17,000USD.

26. Binding Authority name change.

- a. Mr. Pierre Nardelli has taken a position of CEO, Eurocopter Malaysia and is no longer a member of American Eurocopter. Please change all binding name references to Mr. Francois Bordes, CFO.

27. Updated Financials:

- a. American Eurocopter's 2006 Financial Statement have been provided to the County. American Eurocopter's financial status has not drastically changed henceforth in pursuant of contract.

28. Updates to Miami-Dade Affidavits.

- a. American Eurocopter states that all affidavits are complete and accurate as submitted in the original bid response, updating only Form A-7.1, Subcontractor/Supplier Listing (Reference Attachment F) and Form A-12 Affirmative Action Plan, which has been submitted to the County.



ATTACHMENT 'A'  
PM Resume

Rodney B. Lutz  
6648 E FM 916  
Grandview Texas 76050

---

**Profile**      Solid background in helicopter maintenance, modification and testing.

---

**Career History**      **American Eurocopter**      *September 1980-  
present*

- . 2007 to present Sr Manager of Programs
- . 2005-2007 Sr Manager New helicopter completions / Production Certificate. Manage new helicopter completions, assembly and testing of AS350 helicopters for Production Certificate, 11 helicopter Engine retrofit of HH65 for USCG, assembly and delivery of 6 LUH helicopters
- . 1998-2005 Supervisor Flight Test New Helicopter/ Maintenance and repair
- . 1995-1998 Supervisor Manta program. Supervise the modifications and delivery of five 565MA for GOI
- . 1988- 1995 Supervisor Repair and Overhaul. Supervisor maintenance and repair activity on customer helicopters. Responsible for helicopters for R&D and STC projects.
- . 1984-1988 promoted to Supervisor USCG HH-65, responsible for flight test and delivery of 96 HH-65
- . 1983-1984 Promoted to Helicopter Lead, lead for USCG HH-65 flight test and delivery.
- . 1980-1983 Flight line mechanic ,worked on all helicopter models performing inspection and supporting daily flying activity

**United States Air Force**  
***Helicopter Mechanic***

*January 1975-  
April 1979*

- . Perform helicopter maintenance on CH-3E and HH-53D.  
Performed phase inspection and daily helicopter maintenance.



## ATTACHMENT 'B' Trade-in

### Acceptance Criteria For MDPD 206LIV Trade In Aircraft

1. Component Times Remaining and Inspection Status shall be as reflected on the previous four pages, at the time of acceptance of the trade in Aircraft by AE from MDPD. Any deviation from the time remaining values, either negative or positive shall be cause for an adjustment to the Trade In value stated in the AE proposal.
  - a. The adjustment will be prorated using the difference between the actual and the projected time remaining multiplied by the effected items cost per hour or cycle.
  - b. The cost per hour or cycle will be determined using the then published BHT or RRA list price, less any applicable Service Center discounts, divided by the then published applicable Overhaul or Service Limit.
2. Aircraft shall be equipped as specified on the attached equipment lists, less equipment as specified by MDPD on RFP No. 528 Addendums 1 through 6.
3. The MDPD Aircraft will be inspected at MDPD's facility in Opa Locka Florida by a representative of AE at least 30 days prior to the new replacement Aircraft delivery. The Aircraft must be in an Airworthy condition at that time, in addition all applicable FAA A/D's, BHT ASB's and RRA Mandatory CEB's must be current and appropriately documented. Any major anomalies must be corrected and appropriately documented by MDPD prior to the trade in allowance being applied to the purchase price of MDPD's new replacement Aircraft by AE.
4. At final acceptance of the trade in Aircraft by AE from MDPD the Aircraft must pass an acceptance check flight to include an Engine power and systems functionality check prior to any credit being allowed against the new MDPD replacement Aircraft. This will be conducted by a MDPD pilot and an AE representative. Any major anomalies must be corrected and appropriately documented by MDPD prior to the trade in allowance being applied to the purchase price of MDPD's new replacement Aircraft by AE.
5. Reference Item 14 with-in: regarding Heli-values.

MDPD will transfer to AE all standard ground support items including ground handling wheels and covers



## ATTACHMENT 'C' CONFIGURATION

MIAMI-DADE POLICE DEPARTMENT			
AS350 B3 - Parapublic			
Four (4) New AS350 B3 Ecureuil, AE Standard Configuration, 6 passengers (incl. pilot) (one (1) per year for four (4) years)			
<b>STANDARD CONFIGURATION:</b>			
<ul style="list-style-type: none"> <li>▪ Left Hand Sliding Door w/Hi-Vis Door Window</li> <li>▪ Cabin Heating/Demisting Circuit</li> <li>▪ High Skid Landing Gear</li> <li>▪ Full Length Boarding Steps</li> <li>▪ Wire Strike Protection System - EC - Fixed Parts</li> <li>▪ NVG VEMD</li> </ul>	<ul style="list-style-type: none"> <li>▪ Energy Attenuating Seats - Pilot/Copilot</li> <li>▪ Extended Seat Rails - Pilot/Copilot</li> <li>▪ Collective Activated Hourmeter</li> <li>▪ Right Hand High Visibility Window</li> <li>▪ Rotor Brake</li> <li>▪ Dual Hydraulics</li> </ul>		
<b>STANDARD AVIONICS:</b>			
Altitude Encoder	8800T	Shadin	
Blower		Cyclone	
ELT	121AE-H	Kennad	Provide as loose equipment
<b>AIRFRAME EQUIPMENT:</b>			
Item 1:	350B3K006F Dual Controls with Fuel Flow Twist Grip 350B3K011A Quick Disconnect for Dual Controls 350BXF073C Hi-Vis Front Door ECL - Reduced LH in Lieu of Std Front Door 350BXF074C Hi-Vis Front Door ECL - Reduced RH with Rear Sliding Door 35XXLD008A Whelen Strobe Light - Aft Belly Mount 35XXLD007A Whelen Strobe Light - Vertical Fin Mounted Wing Tip Strobes (each side) 350BXC010A Overhead Map Light - Pilot - NVG 35XXC032A Overhead Map Lighth - Copilot -NVG 35XXP002A Tail Rotor Guard Skid Shoes - Carbide - Short Length 35XXC028V Air Conditioning - Platinum Aviation - RH Baggage Compartment Condensor 35XXC031A Air Conditioning - Addition of WEMAC Ventilation Outlets 350BXP003V Facet Engine Oil Filter 350B3P016C Airframe Fuel Filter 350BXP001F Wirestrike Protection System - Detachable Parts 35XXD005A Track & Balance Provisions 350BXA006V Geneva Pedastol 350BXC033A Collective Barrier - LACSD Design 350BXC001A Instrument Panel - AE Extended Panel (blank panel /std cut-outs) 350BXP004F Engine Wash Kit w/Wash Bottle Map Book & Binocular Holder Document Holder, for logbooks and charts 350BXM092A Battery - AE Std Nicad battery relocation to Tailboom 35XXD007F Hi-Vis Main Rotor Blades (one color) 35XXD006A Hi-Vis Tail Rotor Blades (one color) 35XXF024A Extra color Paint - One		
Item 2:	Double Stitching on Seats 350B3A007F 200 AMP Generator -B3 Only (180 AMP Continuous) 35XXM065A Heavy Duty Cargo Tie Down Rings Helicopter Emergency Evacuation Illuminescence 35XXM003F Floats Aerazur - Complete (6) Mounting brackets (4 cabin/2 cockpit) for HEED bottles. 350BXM017F Cargo Sling w/dynamometer 1654 lbs complete 350B2K012A MGB Oil Temperature and Pressure Indicator 35XXLD11V Pulsed Landing and Taxi Lights (3060-S) 35XXM067A LoJack CFE - use low profile antennas exb164bnx		
Item 3:	Relocate Hobbs Meter to I-Panel		
Item 4:	350BXP012V Barrier Filter		



**LOOSE EQUIPMENT: Drop Ship Items**

- Items for the 1st aircraft only.**
- Item 5: Laptop: Pentium IV with CD Drive  
(10) Sets of Anvis 9 Night Vision Goggles  
(12) Flight Suits -SPH5 Helicopter Helmets w/ANR-3000 installed (sizes to be provided)
- Item 6: (2) SX-16 Detachable Parts
- Items for all aircraft**
- (2) Wescam WISARD handheld receivers (per aircraft-loose equipment)  
One Wescam WISAD AzTRACK portable microwave receive system (per aircraft-loose equipment)  
Tyler Special Operations Platforms (LH and RH side)  
Tyler Fast Rope System (LH and RH side)

**MISSION EQUIPMENT:**

- 35XXXM023A SX-16 Searchlight - Complete  
Wescam 12TS - 2000 iR/TV Imaging System  
Avalex AVM4120NT  
Hand Controller  
Smartlink Interface Unit
- 350BXM049A SLASS  
w/Laser Illuminator  
Wescam Skypod LC Microwave Antenna (Downlink), w/ WISARD DOFDM digital encoding system  
Wysong-V Antenna Mount  
DVR - Avalex AVR8140-B
- 35XXXA010V Moving Map - LE5000 - Aerocomputer  
State-Wide Database of Florida  
Keyboard Integrated with Wecam and Avelex Monitor with view synch.  
PA System- Powersonix PSAIR22 (600-Watt)  
Dual Litter System

**AVIONICS: ALL NVG**

- 35XXXA001A Attitude Indicator (ADI 1100-28LS - w/ Slip ind.) 3"

**Navigation & Communication Package:**

COM/NAV/GPS	GNS530W	Garmin
Antenna	GA56	Garmin
COM/NAV	KX-165	Honeywell
Nav Switch Relay Box	RS24-020	NAT
Transponder	GTX327	Garmin
Compass	KCS55A-01	Bendix King
ELT	C406-N-HM	Artex - with cockpit switch
Radar Altimeter (w/ indicator)	KRA0405B-13	Bendix King
(2) Antenna	S67-2002	Sensor System
Audio - Pilot	AA97	NAT
Audio - Copilot	AA97	NAT
Item 7: Audio (Pilot and Copilot) Extra Plug(s) to allow Helmet or Headphone use.		
Audio - Backseat	AA97	NAT
(1) Footswitch - Copilot	L-2-S	Linemaster
Sidetone Amplifier	AA34-300	NAT
4-Station Rear ICS		AEC
Pilot/Copilot Isolation System	AA31	NAT
(4) Coil Cord		Mason Electric
(4) Headsets	H10-13HXP	David Clark
Digital Clock	811B-24	Davtron
Flashlight w/Charger	STRION	Streamlight
Radio Master		AEC
TCAD w/o display	610	Avidyne
Air Data Computer	ADC200	Shadin
FM Control	C5000-1220	Wulfsberg
FM Transceiver (30 to 999.9MHz)	RT5000-0501	Wulfsberg
FM Antenna	AT550	Chelton
FM Logic Converter	FC550	Chelton
Transceiver(800MHz) M/A COM	M7100	Motorola
800 MHz Antenna	CI 306	Comant
28-14VDC Converter	RG-28	KGS
Pulselight Power Supply (1200W)	3060-S	Precise Flight
Item 8: Nightsun Light Indicator on I-Panel	"Light-On"	AEC
Item 9: GPS Annunciator		AIS
(4) Lojack Antennae	EXB164BNX	Centurion
NVG Cabin & Cockpit		



<b>TRAINING</b>							
Item 10:	<p><i>NVG Training - For a total of 13-pilots, at customer location with customer's aircraft. (This is for a total of 13-pilots, not 13-pilots per aircraft.) Will consist of two ground schools with 6/7-pilots in each class.</i></p>						
Item 11:	<p><i>Transition Training and Night Autorotations - for a total of thirteen (13) pilots at AE. (This is for a total of 13-pilots, not 13-pilots per aircraft.) To be conducted in 4-classes, with 3/4-pilots in each class. Each class will take 8-days. All training to be completed before delivery of first aircraft. TRAVEL for transition Training: Includes RoundTrip Airfare from Miami Intl to DFW., 1 rental car per class (or group of 3/4 people), lodging, and meal/diem of \$60 Technician Training- for a total of five (5) mechanics for standard training classes. (This is for a total of 5-mechanics, not 5-mechanics per aircraft.) TRAVEL for Mechanic Training: Includes RoundTrip Airfare from Miami Intl to DFW., 1 rental car per person, lodging, and meal/diem of \$60</i></p>						
Item 12:	<p><i>Swing Load Training- Budgetary Pricing- for a total of 13-pilots, to be conducted in customer's aircraft either at AE with transition training or at Mimi-Dade's facility. This training will be subcontracted out. Training budgeted as two, 6/7-pilot classes, 3-5 classroom hours and 5-flight hours per pilot TRAVEL for Swing Load Training for Instructor: includes 2rt flights (ONT/DFW), 1 rental car, lodging and Meal Per-Diem (\$60) Credit: AC #1: Standard Training (for airframe purchase) Credit: AC #2: Standard Training (for airframe purchase) Credit: AC #3: Standard Training (for airframe purchase) Credit: AC #4: Standard Training (for airframe purchase)</i></p>						
<b>ADDITIONAL/MISC.</b>							
Item 13:	<p><i>All four (4) sets of manuals to deliver at time of first aircraft. To meet proposal specification, this is to include the following: (2) Turbomeca: Maintenance Manuals (2) Turbomeca: Engine Support Manuals - Service Bulletins, Modification Information Sheets, Service Letters (2) Turbomeca: Set of Spare Parts and Tools Catalog (2) Turbomeca CD Roms (Includes Service Bulletins and Service Letters) (2) AESets of Manuals: MDF, PRE, MET, MRR, IPC, ICO, MFI, MCS, and MTC (2) AE Sets of DVD INDOC (2) AE Sets of CD-Rom Component Maintenance Manual (14) AE Sets of the Flight Manual</i></p>						
Item 14:	<p><i>Aircraft and Engine Maintenance tracking software (2 copies total) Aircraft Management System (Or Customer's Choice: Not to Exceed \$15,000USD) Spare Parts listing for 600-hours/ 1,800 fh annual total Engine Airframe</i></p>						
Item 15:	<p><i>Engine warranty: A total of 24 months or 1,000 hours (WOF) Airframe warranty: A total of 24 months or 1,000 hours (WOF)</i></p> <p><i>Initial Provision: Tools and Spares</i></p>						
<b>TRADE-IN</b>							
Item 16:	<p><i>One Bell for each of Original four-aircraft AC#1: Sn52086 (2008 Delivery) AC#2: Sn52083 (2009 Delivery) AC#3: Sn52085 (2010 Delivery) AC#4: Sn52087 (2011 Delivery)</i></p> <table border="0"> <tr> <td><i>% Discount on tool set for entire fleet</i></td> <td><i>50%</i></td> </tr> <tr> <td><i>% Discount on spare part inventory for existing fleet</i></td> <td><i>20% New</i></td> </tr> <tr> <td><i>These discounts shall only apply if the appropriate original certification documentaion is attached to each part.</i></td> <td><i>60% Used Serviceable</i></td> </tr> </table>	<i>% Discount on tool set for entire fleet</i>	<i>50%</i>	<i>% Discount on spare part inventory for existing fleet</i>	<i>20% New</i>	<i>These discounts shall only apply if the appropriate original certification documentaion is attached to each part.</i>	<i>60% Used Serviceable</i>
<i>% Discount on tool set for entire fleet</i>	<i>50%</i>						
<i>% Discount on spare part inventory for existing fleet</i>	<i>20% New</i>						
<i>These discounts shall only apply if the appropriate original certification documentaion is attached to each part.</i>	<i>60% Used Serviceable</i>						
<b>FOB @ MIAMI-DADE</b>							
<b>SPECIAL CONSIDERATION</b>							
Item 17:	<i>\$200,000.00 USD: AE Open Account (One Time Only)</i>						



Attachment 'D'

AE Recommended Consignment Parts

MPN	DESCRIPTION	TOTAL QTY	UOI
350A31-1850-02	Flange	3	EA
350A31-1850-03	Flange	3	EA
P94B12-209	Fuel Pump	1	EA
350A33-2030-00	SPIDER ASSY, PI	1	EA
350A33-2145-01	PC Links	2	EA
350A33-2150-01	END BALL SCISSOR LINK,UPPER	2	EA
350A37-1126-02	EQUIPPED	1	EA
350a37-1245-20	Main Rotor Shaft Bolts	6	EA
350a37-1244-20	Main Rotor Shaft Bolts	6	EA
350A53-1081-0231	Oil tanks	1	EA
SC8043	Servo	1	EA
A5026780	Hyd Pump	1	EA



american  
eurocopter  
an EADS North America Company

## ATTACHMENT E References

- a. Sergeant Mark D. Hanten  
San Diego Police Department  
Air Support Unit  
4141 Kearny Villa Road  
San Diego, CA 92123  
Phone: (858) 573-5078  
Fax: (858) 495-7892
  
- b. Captain Tom Hornsby  
San Bernardino County Sheriff  
1776 Miro Way  
Rialto, CA 92376  
Phone: (909) 356-3800  
Fax: (909) 356-3867
  
- c. Sergeant Steve Bertling  
Riverside County Sheriff Department  
4850 West Stetson Avenue  
Hemet, CA 92545  
Phone: (951) 925-9591  
Fax: (951) 652-8958



**american  
eurocopter**  
an EADS North America Company

## ATTACHMENT F Form A-7.1 Update

MILNE-BADGE COUNTY, FLORIDA

RFP No. 528

### FORM A-7.1 SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104)

American Eurocopter LLC

**Firm Name of Prime Contractor/Proposer**

Tabling Helicopter for Police Department

**RFP Name**

**RFP Number**

No 528

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the parties of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First-Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
NONE				
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race
Turbomeca USA	Turbomeca USA	Helicopter Engines	NA	NA

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.


 Steve Hartung      Manager of Government Contracts      8-Feb-2008  
 Signature of Proposer      Print Name      Print Title      Date      Authorized Representative  
 (Duplicate if additional space is needed)  
 Form A-7.1 (Rev. 5/7/99)

# Memorandum



**Date:** December 12, 2006

**To:** File  
Senior Procurement Contracting Officer  
Department of Procurement Management

**From:** Norma S. Armstrong  
Chairperson  
Evaluation/Selection Committee

**Subject:** Report of Evaluation/Selection Committee for RFP No. 528 Turbine Helicopters for Miami-Dade Police Department

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals ("RFP") following the guidelines published in the RFP solicitation as summarized below.

**Committee meeting dates:** Kick-off Meeting 10-24-06; Flight Demonstration 11-28-06 Committee Meetings: 12-01-06.

**Verification of compliance with contract measures:** The Review Committee meeting of March 29, 2006, recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The Department of Business Development (see attached memo) has determined that the following firms qualify for the selection factor: None available.

**Verification of compliance with minimum qualification requirements:** The solicitation had minimum qualification requirements which were reviewed by the Chairperson of this Committee and Lt. Clifford Nelson of the client department, Miami-Dade Police Department. All of the proposers met the requirements.

**Summary of Committee scores:**

The Committee decided not to hold oral presentations since the proposals did not require further clarification. Price proposals were reviewed for those firms remaining in consideration after the review and scoring of technical proposals.

The final scores are as follows:

<i>Proposer</i>	<i>Technical Score</i> <i>(max.300)</i>	<i>Selection Factor Score</i> <i>(max. )</i>	<i>Price Score</i> <i>(max. 200)</i>	<i>Total Combined Score</i> <i>(max. 500 )</i>	<i>Price/Cost Submitted</i>
1. American Eurocopter LLC	230.5		200	430.50	\$15,328,604
2. Augusta Aerospace Corporation	269		157.99	426.99	\$19,404,000
3. Edwards and Associates, Inc.	248.5		163.04	411.54	\$18,804,000

**Local Preference:** Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as none of the firms are local.

**Other information:**

**Negotiations:** The Committee recommends that the County enter into negotiations with the firm with the highest score, American Eurocopter LLC. The following individuals will participate in the negotiations:

Lt. Clifford Nelson, Miami-Dade Police Department  
Jerry Trudelle, Miami-Dade Fire Department  
James Hunter, Miami-Dade Fire Department  
Norma S. Armstrong, Procurement Contracting Officer, DPM

Copies of the score sheets are attached for each Evaluation/Selection Committee Member, as well as a composite score sheet.

Reviewed:

\_\_\_\_\_  
Sr. Procurement Contracting Officer

\_\_\_\_\_  
Date

RFP NO. 528  
 TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT  
 EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	250	189.00	218.00	196.00
Repairs		15	75	53.00	62.00	66.00
Lateral Weight & Balance		10	50	39.00	39.00	39.00
Special operations		25	125	97.00	100.00	101.00
Performance Criteria Total Points (Total of Performance Criteria rows above)		100	500	378.00	419.00	402.00
Operating Cost		20	100	85.00	64.00	80.00
Warranty Program		60	300	225.00	247.00	239.00
Flight Demonstration		120	600	487.50	490.00	487.50
Selection Factor (Total technical evaluation points)		10%				
Total Performance & Technical Points (Total of performance criteria + technical rows)		300	1500	1175.50	1220.00	1208.50
Total Price Points		200	1000	1000.00	789.97	815.18
<b>TOTAL POINTS</b> (Performance & Technical + Price)		500	2500	2175.50	2009.97	2023.68
Local Preference* (Highest ranked proposer's total points - 5% = Local Preference range)						

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Chairperson \_\_\_\_\_

Reviewed By \_\_\_\_\_

Ranking	Local Preference
Is any firm within 5% of the highest ranked? Y / N	
Is highest ranked local? Y / N	
Is firm within 5% local? Y / N	

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RFP NO. 528  
**TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT**  
**EVALUATION OF PROPOSALS**  
**MICHAEL ANGELICA (MDPD)**

SELECTION CRITERIA	PROPOSERS	Maximum Points	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	35	50	41
Repairs		15	12	15	15
Lateral Weight & Balance		10	7	10	9
Special operations		25	15	25	20
<b>Performance Criteria Total Points</b> <i>(Total of Performance Criteria rows above)</i>		<b>100</b>	<b>69</b>	<b>100</b>	<b>85</b>
Operating Cost		20	19	11	16
Warranty Program		60	45	60	50
Flight Demonstration		120	97.5	98	97.5
<b>Selection Factor</b> <i>(Total technical evaluation points)</i>		10%			
<b>Total Performance &amp; Technical Points</b> <i>(Total of performance criteria + technical rows)</i>		<b>300</b>	<b>230.5</b>	<b>269</b>	<b>248.5</b>
<b>Total Price Points</b>		<b>200</b>	<b>200</b>	<b>157.9942692</b>	<b>163.0355669</b>
<b>TOTAL POINTS</b> <i>(Technical + Price)</i>		<b>500</b>	<b>430.50</b>	<b>426.99</b>	<b>411.54</b>

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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RFP NO. 528  
 TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT  
 EVALUATION OF PROPOSALS  
 CLIFFORD NELSON (MDPD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	40	50	43
Repairs		15	13	15	15
Lateral Weight & Balance		10	9	10	9
Special operations		25	21	25	22
<b>Performance Criteria Total Points</b> <i>(Total of Performance Criteria rows above)</i>		<b>100</b>	<b>83</b>	<b>100</b>	<b>89</b>
Operating Cost		20	20	15	19
Warranty Program		60	49	60	55
Flight Demonstration		120	97.5	98	97.5
<b>Selection Factor</b> <i>(Total technical evaluation points)</i>		10%			
<b>Total Performance &amp; Technical Points</b> <i>(Total of performance criteria + technical rows)</i>		<b>300</b>	<b>249.5</b>	<b>273</b>	<b>260.5</b>
<b>Total Price Points</b>		<b>200</b>	<b>200</b>	<b>157.9942692</b>	<b>163.0355669</b>
<b>TOTAL POINTS</b> <i>(Technical + Price)</i>		<b>500</b>	<b>449.50</b>	<b>430.99</b>	<b>423.54</b>

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SIGNATURE

DATE

RFP NO. 528  
**TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT**  
**EVALUATION OF PROPOSALS**

AMADO CANTILLO (PWD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	45	40	42
Repairs		15	10	10	10
Lateral Weight & Balance		10	8	6	6
Special operations		25	22	15	20
<b>Performance Criteria Total Points</b> <i>(Total of Performance Criteria rows above)</i>		<b>100</b>	<b>85</b>	<b>71</b>	<b>78</b>
Operating Cost		20	16	10	16
Warranty Program		60	56	52	50
Flight Demonstration		120	97.5	98	97.5
<b>Selection Factor</b> <i>(Total technical evaluation points)</i>		10%			
<b>Total Performance &amp; Technical Points</b> <i>(Total of performance criteria + technical rows)</i>		<b>300</b>	<b>254.5</b>	<b>231</b>	<b>241.5</b>
<b>Total Price Points</b>		<b>200</b>	<b>200</b>	<b>157.9942692</b>	<b>163.0355669</b>
<b>TOTAL POINTS</b> <i>(Technical + Price)</i>		<b>500</b>	<b>454.50</b>	<b>388.99</b>	<b>404.54</b>

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SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

RFP NO. 528  
 TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT  
 EVALUATION OF PROPOSALS

DAVID BROOKS (MDFR)

SELECTION CRITERIA	PROPOSERS	Maximum Points	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	24	38	23
Repairs		15	4	10	12
Lateral Weight & Balance		10	6	6	6
Special operations		25	15	15	15
<b>Performance Criteria Total Points</b> <i>(Total of Performance Criteria rows above)</i>		<b>100</b>	<b>49</b>	<b>69</b>	<b>56</b>
Operating Cost		20	12	11	11
Warranty Program		60	25	30	34
Flight Demonstration		120	97.5	98	97.5
<b>Selection Factor</b> <i>(Total technical evaluation points)</i>		10%			
<b>Total Performance &amp; Technical Points</b> <i>(Total of performance criteria + technical rows)</i>		<b>300</b>	<b>183.5</b>	<b>208</b>	<b>198.5</b>
<b>Total Price Points</b>		<b>200</b>	<b>200</b>	<b>157.9942692</b>	<b>163.0355669</b>
<b>TOTAL POINTS</b> <i>(Technical + Price)</i>		<b>500</b>	<b>383.50</b>	<b>365.99</b>	<b>361.54</b>

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SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

RFP NO. 528  
 TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT  
 EVALUATION OF PROPOSALS

VIVIAN O. WALTERS (DBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Proposal meets specifications		50	45	40	47
Repairs		15	14	12	14
Lateral Weight & Balance		10	9	7	9
Special operations		25	24	20	24
<b>Performance Criteria Total Points</b> <i>(Total of Performance Criteria rows above)</i>		<b>100</b>	<b>92</b>	<b>79</b>	<b>94</b>
Operating Cost		20	18	17	18
Warranty Program		60	50	45	50
Flight Demonstration		120	97.5	98	97.5
<b>Selection Factor</b> <i>(Total technical evaluation points)</i>		10%			
<b>Total Performance &amp; Technical Points</b> <i>(Total of performance criteria + technical rows)</i>		<b>300</b>	<b>257.5</b>	<b>239</b>	<b>259.5</b>
<b>Total Price Points</b>		<b>200</b>	<b>200</b>	<b>157.9942692</b>	<b>163.0355669</b>
<b>TOTAL POINTS</b> <i>(Technical + Price)</i>		<b>500</b>	<b>457.50</b>	<b>396.99</b>	<b>422.54</b>

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SIGNATURE

DATE

RFP NO. 528  
 TURBINE HELICOPTERS FOR MIAMI-DADE POLICE DEPARTMENT

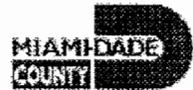
EVALUATION OF PRICE PROPOSALS

	Maximum Points per Member	Lowest Price	American Eurocopter LLC	Augusta Aerospace Corporation	Edwards and Associates, Inc.
Price	200	\$ 15,328,604.00	\$ 15,328,604.00	\$ 19,404,000.00	\$ 18,804,000.00
Price Points per Member		\$ 15,328,604.00	200.00	157.9942692	163.0355669

Price Score =  $\frac{\text{Lowest Price}}{\text{Proposer's Price}} \times \text{Total Points for Price}$

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# Memorandum



**Date:** October 17, 2006

**To:** Norma Armstrong, Chairperson  
Department of Procurement Management

**From:** George M. Burgess  
County Manager 

**Subject:** Request for Evaluation/Selection Committee for the Miami-Dade Police Department to Purchase Four Turbine Helicopters and Sell Existing Helicopters - RFP No. RQPD0500037 (Substitution #2)

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Please be advised that I am substituting Amado Cantillo of the Public Works Departments in place of Jeffrey Vajda of the U.S. Coast Guard (see attachment). Should you have any questions, please refer them to Sharon Ryland of the Department of Business Development.

Selection Committee

Norma Armstrong, DPM, Non-Voting Chairperson  
Michael Angelica, MDPD  
Clifford Nelson, MDPD  
Amado Cantillo, PWD  
David Brooks, MDFR  
Vivian O. Walters, DBD  
Jeff Bunting, MDAD (Alternate)

Technical Advisors (Non-Voting)

Timothy Wiseman, MDPD  
Leslie Beer, MDPD  
John Murnan, MDPD

c: Miriam Singer, Director, DPM  
Marsha E. Jackman, Director, DBD  
Robert Parker, Director, MDPD  
Esther Calas, Director, PWD  
Herminio Lorenzo, Chief, MDFR  
Jose Abreu, Director, MDAD

SELECTION COMMITTEE  
 MIAMI-DADE POLICE DEPARTMENT  
 REQUEST FOR PROPOSALS  
 PURCHASE FOUR TURBINE HELICOPTERS  
 AND SELL EXISTING HELICOPTERS

RFP NO. RQPD0500037  
 (SUBSTITUTION #2)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Norma Armstrong Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5683
Michael Angelica Police Captain	MDPD	1982	White Male	Some College	N/A	(305) 468-1190
Clifford Nelson, Lieutenant Aviation Unit	MDPD	1982	White Male	Bachelor of Science in Criminal Justice	Licensed Commercial Helicopter Pilot (commercial airplane instrument multi-engine)	(305) 468-1315
Amado Cantillo Lead Pilot and Code Enforcement Mosquito Control	PWD	1993	Hispanic Male	High School	Airplane and Helicopter Pilot	(305) 592-1949
David Brooks Chief Fire Officer	MDFR	1976	White Male	Associate of Arts in Fire Administration	State Certified Structural Firefighter State Certified Paramedic Numerous MDFR Certifications	(305) 233-5000
Vivian O. Walters Contract Development Specialist 2	DBD	2003	Black Male	Masters in Organizational Management Bachelor of Science in Finance with a minor in Political Science	N/A	(305) 375-3138
Jeff Bunting, Chief Aircraft Noise and Environmental Planning (Alternate)	MDAD	1993	White Male	Associates in Aeronautics Bachelors in Aeronautical Management	N/A	(305) 876-0569

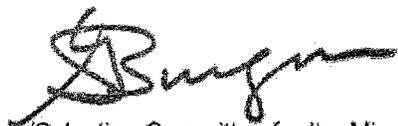
SELECTION COMMITTEE  
 MIAMI-DADE POLICE DEPARTMENT  
 REQUEST FOR PROPOSALS  
 PURCHASE FOUR TURBINE HELICOPTERS  
 AND SELL EXISTING HELICOPTERS

RFP NO. RQPD0500037  
 (SUBSTITUTION #2)

TECHNICAL ADVISORS (NON-VOTING)						
Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Leslie Beer Police Pilot	MDPD	1992	White Male	Bachelor of Science in Aeronautical Science U.S. Navy Pilot Training	ATP Airplane Multi- Engine, Lear Jet Type, Commercial Airplane, Rotocraft, Instrument Helicopter, Flight Instructor Airplane and Helicopter, Instrument Flight Instructor Airplane and Helicopter, Flight Engineer- Turbo Jet Powered	(305) 869-1775
Timothy Wiseman Police Officer	MDPD	1980	White Male	Bachelor of Science in Criminology	Licensed Pilot	(305) 953-6000
John Murman Acting Aircraft Technician Supervisor	MDPD	1988	White Male	Associate of Science in Aviation Maintenance Management	Federal Aviation Administration (FAA) Airframe and Powerplant Mechanic Certificate, FAA Inspection Authorization Inspector's Certificate, FAA Rotocraft Pilot Certificate	(305) 593-6000

# Memorandum



**Date:** April 5, 2006  
**To:** Those Listed Below  
**From:** George M. Burgess  
County Manager   
**Subject:** Request for Evaluation/Selection Committee for the Miami-Dade Police Department to Purchase Four Turbine Helicopters and Sell Existing Helicopters - RFP No. RQPD0500037

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In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Police Department to Purchase Four Turbine Helicopters and Sell Existing Helicopters - RFP No. RQPD0500037:

Selection Committee

Namita Uppal, DPM, Non-Voting Chairperson  
Michael Angelica, MDPD  
Clifford Nelson, MDPD  
Marlon Nelms, PWD  
David Brooks, MDFR  
Vivian O. Walters, DBD  
Jeff Bunting, MDAD (Alternate)

Technical Advisors (Non-Voting)

Timothy Wiseman, MDPD  
Leslie Beer, MDPD  
John Murman, MDPD

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)  
Quality Rating Score  
Price  
Adjusted Score (if applicable)  
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM  
Marsha E. Jackman, Director, DBD  
Robert Parker, Director, MDPD  
Esther Calas, Director, PWD  
Herminio Lorenzo, Chief, MDFR  
Jose Abreu, Director, MDAD

Selection Committee

Namita Uppal, DPM, Non-Voting Chairperson  
Michael Angelica, MDPD  
Clifford Nelson, MDPD  
Marlon Nelms, PWD  
David Brooks, MDFR  
Vivian O. Walters, DBD  
Jeff Bunting, MDAD (Alternate)

Technical Advisors (Non-Voting)

Timothy Wiseman, MDPD  
Leslie Beer, MDPD  
John Murman, MDPD

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**SELECTION COMMITTEE  
MIAMI-DADE POLICE DEPARTMENT  
REQUEST FOR PROPOSALS  
PURCHASE FOUR TURBINE HELICOPTERS  
AND SELL EXISTING HELICOPTERS**

**RFP NO. RQPD0500037**

<b>Committee Member/ Title</b>	<b>Department</b>	<b>Start Year With County</b>	<b>Ethnicity/ Gender</b>	<b>Education</b>	<b>Professional Licenses</b>	<b>Telephone #</b>
Namita Uppal Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-1513
Michael Angelica Police Captain	MDPD	1982	White Male	Some College	N/A	(305) 468-1190
Clifford Nelson, Lieutenant Aviation Unit	MDPD	1982	White Male	Bachelor of Science in Criminal Justice	Licensed Commercial Helicopter Pilot (commercial airplane instrument multi-engine)	(305) 468-1315
Marlon Nelms, Chief Mosquito Control Division	PWD	1981	White Male	Master of Science in Entomology	Certified Public Health Pest Control Division	(305) 592-1186
David Brooks Chief Fire Officer	MDFR	1976	White Male	Associate of Arts in Fire Administration	State Certified Structural Firefighter State Certified Paramedic Numerous MDFR Certifications	(305) 233-5000
Vivian O. Walters Contract Development Specialist 2	DBD	2003	Black Male	Masters in Organizational Management Bachelor of Science in Finance with a minor in Political Science	N/A	(305) 375-3138
Jeff Bunting, Chief Aircraft Noise and Environmental Planning (Alternate)	MDAD	1993	White Male	Associates in Aeronautics Bachelors in Aeronautical Management	N/A	(305) 876-0569

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SELECTION COMMITTEE  
 MIAMI-DADE POLICE DEPARTMENT  
 REQUEST FOR PROPOSALS  
 PURCHASE FOUR TURBINE HELICOPTERS  
 AND SELL EXISTING HELICOPTERS

RFP NO. RQPD0500037

TECHNICAL ADVISORS (NON-VOTING)						
Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Leslie Beer Police Pilot	MDPD	1992	White Male	Bachelor of Science in Aeronautical Science U.S. Navy Pilot Training	ATP Airplane Multi- Engine, Lear Jet Type, Commercial Airplane, Rotocraft, Instrument Helicopter, Flight Instructor Airplane and Helicopter, Instrument Flight Instructor Airplane and Helicopter, Flight Engineer- Turbo Jet Powered	(305) 869-1775
Timothy Wiseman Police Officer	MDPD	1980	White Male	Bachelor of Science in Criminology	Licensed Pilot	(305) 953-6000
John Murman Acting Aircraft Technician Supervisor	MDPD	1988	White Male	Associate of Science in Aviation Maintenance Management	Federal Aviation Administration (FAA) Airframe and Powerplant Mechanic Certificate, FAA Inspection Authorization Inspector's Certificate, FAA Rotocraft Pilot Certificate	(305) 593-6000

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# Memorandum



**Date:** May 2, 2006

**To:** Alina T. Hudak  
Assistant County Manager

**From:** Miriam Singer   
Director  
Department of Procurement Management

**Subject:** Approval to Advertise Request for Proposals No. RQPD0500037:  
Turbine Helicopters for Miami-Dade Police Department

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It is recommended that the County Manager approve advertisement of a Request for Proposals to purchase four (4) new turbine helicopters with trade in allowance for four (4) existing helicopters owned by the Miami-Dade Police Department. The estimated contract value is approximately \$8 million and requires the County Manager's approval to advertise the solicitation in accordance with Ordinance 06-16.

These helicopters were purchased more than twelve years ago and have surpassed their typical useful life. No trend data is available.

Please review the attached recommendation for the County Manager's approval. Should you wish to discuss this further, please call me at your earliest convenience.

**Attachments**

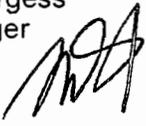
Memorandum: Approval to Advertise Solicitation No. RQPD0500037

# Memorandum



**Date:** May 2, 2006

**To:** George M. Burgess  
County Manager

**From:** Miriam Singer   
Director  
Department of Procurement Management

**Subject:** Approval to Advertise Request for Proposals No. RQPD0500037: Turbine Helicopters for Miami-Dade Police Department

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## RECOMMENDATION

It is recommended that the County Manager approve advertisement of a Request for Proposals (RFP) to purchase four new turbine helicopters for the Miami-Dade Police Department (MDPD) with trade-in allowance for four existing county-owned helicopters. Proposals will be solicited under full and open competition.

**REQUISITION NO:** RQPD0500037

**RFP TITLE:** Turbine Helicopters for Miami-Dade Police Department

**DESCRIPTION:** To obtain proposals from qualified firms to purchase four (4) new turbine helicopters with trade-in allowance for four (4) county-owned helicopters.

**TERM:** Five years with five one-year options-to-renew at the County's sole discretion.

**CONTRACT AMOUNT:** Approximately \$8 Million (including spare parts, and tools).

**FUNDING SOURCE:** General Fund

**USING/MANAGING AGENCY:** Miami-Dade Police Department

**REVIEW COMMITTEE:** On March 29, 2006, the Review Committee recommended a selection factor for this RFP.

**PROJECT MANAGER:** Namita Uppal, Department of Procurement Management

**USER ACCESS PROGRAM:** The solicitation includes the 2% User Access Program provision and the Program discount will be collected.

**ESTIMATED ISSUE DATE:** Immediately upon approval to advertise the solicitation.

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George M. Burgess

Approval to Advertise: Turbine Helicopters for Miami-Dade Police Department

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**BACKGROUND**

Miami-Dade Police Department (MDPD) uses these helicopters for County patrolling duties and to respond to emergencies. The existing four helicopters were purchased more than 12 years ago and have far exceeded their typical ten-years/8,000 hours of useful life. It has become necessary to replace these helicopters with newer units. Each helicopter is expected to cost approximately \$2.5 million and the department expects a trade/resale in value of \$800,000 for each existing unit. Additionally, the department will purchase spare parts, tools and special equipment to service the new units.

APPROVED

  
\_\_\_\_\_  
George M. Burgess  
County Manager

7/5/06  
Date

NOT APPROVED

\_\_\_\_\_  
George M. Burgess  
County Manager

\_\_\_\_\_  
Date

## TREND DATA

### Turbine Helicopters for Miami-Dade Police Department

**Requisition Number:** RQPD0500037

**Title:** Turbine Helicopters for Miami-Dade Police Department (MDPD)

**Description:** To obtain proposals from qualified firms to purchase four (4) new turbine helicopters and sell the four (4) current helicopters owned by MDPD.

**How needs were met prior to the proposed new contract?** Information not available as current helicopters were purchased 12 years ago.

**Prior contract term:** Information not available as current helicopters were purchased 12 years ago.

**Prior Contract Allocation and Releases:** Information not available as current helicopters were purchased 12 years ago.

**Prior Method of Selection:** Information not available as current helicopters were purchased 12 years ago.

**Vendors previously awarded:** Bell Helicopters

**Changes in scope from prior contract to new contract:** Information not available as the current helicopters were purchased 12 years ago.