

**AGREEMENT FOR
POLICE HELICOPTER SERVICES
City of Glendale Solicitation No. RFP 25-45**

This Agreement for Police Helicopter Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Airwest Helicopters, L.L.C., an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2025.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-45 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$175,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. Commercial Aviation General Liability: Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Airwest Helicopters, L.L.C.
c/o Greg Barlow
6791 N. Glen Harbor Blvd.
Glendale, AZ 85307
gbarlow@airwesthelicopters.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale

c/o Anne Shadle
5970 W. Brown St.
Glendale, Arizona 85302
(623) 930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy

and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

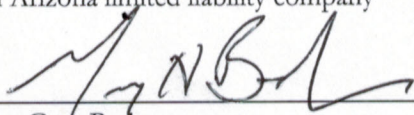
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Airwest Helicopters, L.L.C.,
an Arizona limited liability company



By: Greg Barlow
Its: Director of Operations

EXHIBIT A
POLICE HELICOPTER SERVICES
PROJECT

Airwest Helicopters, L.L.C. shall provide helicopter services to the Glendale Police Department as per RFP 25-45 Scope of Work.

Helicopter/pilot shall be available for special events taking place in the City of Glendale where air support is deemed necessary. Flights may be made for direct support of the event and/or for planning purposes.

Helicopter/pilot shall be available for Cardinals football games played at the State Farm Stadium (to include all pre-season, regular season, and playoff games). Additional events such as the Fiesta Bowl, national soccer matches, large concerts or dual events taking place at the Gila River Arena and State Farm Stadium may also require air support.

Helicopter/pilot shall be available at least 3 hours prior to the event and must be available to fly during and after the event until they are released from the event by the Police Officer observer. Air support for these events is usually completed by 1 to 1 ½ hours after the conclusion of the event.

Police observer shall be picked up and dropped off at the Glendale Airport.

Contractor shall comply with all regulations of the Federal Aviation Administration (FAA) pertaining to helicopter services being furnished by Contractor under this Agreement. Contractor will defend, save, hold harmless, and indemnify the City and any affiliated City program participants from any liability, direct or indirect, including legal defense costs, arising from any act(s) and/or omission(s) of Contractor and/or Contractor's contractor(s) in connection with the rights and duties arising from this provision. Contractor shall select, manage, and pay the legal defense costs as a part of the indemnity obligation including any judgment amounts awarded.

Contractor shall be responsible for the helicopter repair and maintenance at no additional cost to the City.

Contractor shall ensure that maintenance of the aircraft is performed as specified by the FAA Operations Manual.

Contractor shall be responsible for helicopter fuel and spare parts at no additional cost to the City.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The City of Glendale Police Department (“City”) is seeking an experienced helicopter operator (“Operator” or “Contractor”) to provide helicopter services for special events taking place in the City of Glendale where air support is necessary.

Thousands of people flock to the City of Glendale, Arizona every year to take part in the city's award-winning events and festivals. Located about nine miles northwest of the state capital Phoenix, Glendale is known for State Farm Stadium, which is the home of the Arizona Cardinals football team. Services will be required for events at State Farm Stadium, Desert Diamond Arena, and other large-scale public events in the City of Glendale.

The Glendale Police Department operation is guided by its mission statement of “protecting the lives and property of the people we serve.”

2. OBJECTIVES

The city intends to improve the safety of its community by enhancing support services to its law enforcement operations.

3. SCOPE OF WORK

3.1 Contractor Requirements

3.1.1 Helicopter and Pilot Provision

The Contractor shall provide a helicopter and a certified, experienced pilot for the City’s use. Helicopter services must be available for various special events, with the flexibility to accommodate police needs.

3.1.2 Helicopter Capacity

The helicopter must be capable of seating at least a pilot, one Glendale Police Officer, and up to two (2) additional passengers. Proposals with options for both two- and four-seat helicopters are preferred.

3.1.3 Fuel:

The Contractor is responsible for providing fuel and spare parts for the helicopter, at no extra cost to the city.

3.1.4 Event Coverage

3.1.5 Availability for Special Events

The Contractor must provide helicopter services for special events where air support is deemed necessary. This includes direct support during events and planning purposes.

3.1.6 State Farm Stadium and Desert Diamond Arena Events

Helicopter services are required for all Arizona Cardinals football games at State



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POLICE HELICOPTER SERVICES

CITY OF GLENDALE
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5970 West Brown Street,
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Glendale, Arizona 85302

Farm Stadium (pre-season, regular season, and playoff games) and other large-scale events, such as the Fiesta Bowl, national soccer matches, large concerts, and concurrent events at both State Farm Stadium and Desert Diamond Arena.

3.1.7 Event Timeline

The Contractor must ensure helicopter and pilot availability at least three (3) hours before each event and remain available until released by the Police Officer observer. Average flight times are expected to be two (2) hours per event, with air support typically concluding 1 to 1 ½ hours after the event.

3.1.8 Glendale Airport Pickup/Drop-off

The helicopter must pick up and drop off the assigned Police Officer observer at Glendale Airport.

3.1.9 Ready Condition

The Contractor shall keep the helicopter in "ready condition" during standby periods. "Ready condition" means the aircraft must be mechanically capable of performing the required tasks under the contract. The "standby period" refers to hours when the helicopter is available but not in flight. During this time, the helicopter must be ready for dispatch by Glendale PD at any moment

3.1.10 Equipment Availability and Maintenance

The Contractor must provide the required equipment and services to meet the City's needs and maintain the equipment to adequately support those requirements. Failure to provide adequate support may result in contract termination.

3.1.11 Helicopter Maintenance and Backup

3.1.12 Backup Helicopter Availability

The Contractor shall have the ability to provide a backup helicopter at no additional cost to the City if the primary helicopter is unavailable.

3.1.13 Helicopter Equipment

The Contractor must install wiring harnesses and radio mounts for the Motorola APX-6000 portable police radio in both the primary and backup helicopters (10-pin FM Auxiliary plug).

3.1.14 Repair and Maintenance

The Contractor is responsible for all helicopter repairs and maintenance at no additional cost to the city. Maintenance must be performed according to the FAA Operations Manual

3.1.15 Airworthiness Certificate

The Contractor must provide current airworthiness certificates for all helicopters used under this contract.



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3.1.16 Pilot Authority and Safety

3.1.17 Pilot Authority

The pilot in command shall have full authority over all flight safety decisions, including the suitability of weather conditions, landing areas, and the condition of the aircraft. The pilot will maintain "Operational Control" of the aircraft per FAA regulations.

3.1.18 Safety Equipment

The Contractor's helicopter must be equipped with all necessary safety equipment.

3.1.19 FAA Compliance and Liability

3.1.20 FAA Regulations

The Contractor must comply with all FAA regulations, ensuring that all aircraft, pilots, and mechanics are properly licensed and certified.

3.1.21 Liability and Indemnification

The Contractor shall indemnify, defend, and hold harmless the City from any claims arising from the performance of services under this agreement, including covering legal defense costs.

3.1.22 Insurance Coverage

The Contractor shall maintain and keep in full force, throughout the duration of the contract, insurance coverage against claims for personal injuries or property damage that may arise from or in connection with the work being performed by the Helicopter Company, its agents, representatives, employees or subcontractors.

3.1.23 Invoicing and Payments

3.1.24 Invoicing

The Contractor shall invoice the Glendale Police Department for the total hours flown per event with a separate line item for tax. Payments will be based on the actual flight hours provided.

3.1.25 Public Relations and Corporate Identity

3.1.26 Corporate Identity Use

The Contractor and the City will collaborate on public relations and marketing activities as appropriate, with neither party using the other's corporate identity without prior consent.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

4. GENERAL REQUIREMENTS

1. Contract Term:

The initial contract term will be for one (1) year. The City may extend the agreement for up to four (4) additional years upon mutual agreement with the Contractor.

2. Quantities:

The quantities listed in this solicitation are estimates. The City's actual needs will depend on available funding and requirements during the contract period.

3. Brand Name or Equivalent:

Products that meet the specifications or performance of the listed brand names will be considered. Contractors proposing equivalent products must provide sufficient evidence to demonstrate equivalency, and the City will determine if the product meets the required standards.

4. Performance of Service:

Services must be performed in accordance with the Scope of Work specified in the RFP.

5. Current Equipment:

All products or equipment offered must be in ongoing production and meet or exceed the specifications provided in this solicitation.

6. Changes to Products or Services:

The City reserves the right to add, modify, or change products or services within the contract's scope to meet the City's evolving needs.

7. Safety Standards:

Equipment and supplies provided must comply with Arizona OSHA standards, the National Electric Code (NEC), and National Fire Protection Association (NFPA) standards.

8. Defective Equipment:

Any defective equipment delivered must be replaced by the Contractor at no cost to the city, including shipping and other associated expenses.

9. Subcontractors:

Subcontractors used by the Contractor must adhere to the same terms and conditions as outlined in the contract.

10. Post-Award Conference:

Contractors may be required to attend a post-award conference at the City's request after contract award.

11. Pricing:

Pricing must include all costs necessary to provide the requested equipment and services, including labor, materials, fuel, travel, and any associated direct or indirect expenses (excluding sales tax). No additional fees beyond contract pricing will be allowed.

12. Price Changes:

Contractors may request a price adjustment 90 days before contract renewal. Any proposed price changes must include supporting justification, such as manufacturer price increases. The city will determine if the price adjustment is approved.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

13. Order Acceptance:

All equipment delivered is subject to inspection by the Glendale Police Department. If the equipment does not meet specifications, the City will return it for corrective action, and an additional 10 days will be provided for inspection of replacement equipment. The Contractor is responsible for shipping costs for non-compliant items.

14. Contractor Performance or Equipment Deficiency:

If the Contractor is notified of performance or equipment deficiencies, they must initiate corrective action within 24 hours. Failure to resolve issues may result in payment reductions or non-payment. The City reserves the right to take corrective measures and deduct associated costs from the Contractor's invoice.

15. Billing and Invoicing:

The Contractor shall provide detailed monthly invoices that include the City's Purchase Order reference number, itemized products purchased, separate lines for any discounts or sales tax.

5. EMERGENCY BUSINESS SERVICES

During an emergency, natural disaster or homeland security event, there may be a need for the city to access the Contractor's services when needed. All equipment or services provided to meet an emergency request shall be supplied as per the contract prices, terms, and conditions. In general, emergency orders may be placed using a City Procurement Card.

6. CONTRACT ADMINISTRATION

The Police Special Events Officer or designee shall perform all Contract Administrative functions associated with this document. The Contractor shall report any aircraft accident or incident to Glendale Police Special Events Contract Administrator immediately. Investigation will follow if appropriate.

7. CITY MISSION, VISION, AND VALUES

All work will be performed through the understanding and adherence to the City of Glendale's Mission, Vision and Values.

8. HOW WE CHOOSE

8.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 40% Experience, proven performance, and qualifications
- 40% Compliance with Scope of Work and RFP Requirements
- 20% Pricing



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 8.2 EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the city.
- 8.3 PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations, or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 8.4 INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.
- 8.5 ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.
- 8.6 BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.
- 8.7 PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- 9. NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately.
- 10. WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 11. OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 12. COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

- 13. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 14. PROPRIETARY INFORMATION:** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

15. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable “RESPONSE WORKBOOK” attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the city will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. FIRM AND STAFF QUALIFICATIONS AND DEMONSTRATED EXPERIENCE (5 questions)	
2. COMPLIANCE WITH SCOPE OF WORK AND RFP REQUIREMENTS (2 questions)	
3. PRICING	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

16. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (See Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words “Proprietary Information.” Only information



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service__v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available. **(Not applicable for this solicitation)**

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

11. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

1. TYPE OF AWARDS

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. EFFECTIVE PERIOD OF OFFER Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. PAYMENT TERMS If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. UNIT PRICE TO PREVAIL In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERM** The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years.
- 11. OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 12. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 13. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 14. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 15. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 16. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 17. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 18. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

- 19. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 20. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 21. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 23. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 24. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 25. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 26. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest must be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet [here](#). Untimely protests will not be considered.
- 27. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 28. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 29. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 30. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 31. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 32. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 33. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 34. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 35. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 36. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.
- 37. PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 38. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 39. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 40. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 41. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 42. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 43. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

44. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

45. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Airwest Helicopters LLC

OFFEROR ADDRESS: 6791 N Glen Harbor Blvd. Glendale, AZ 85307

Greg Ertow _____ Director of Procurement
 Printed Name (if different than signature) Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

Entity: Airwest Helicopters, LLC 6791 N Glen Harbor Blvd
 Email Address Mailing Street Address

(602) 510-2790 Glendale, AZ 85307
 Phone Number City, State & Zip Code

Offeror certifies that this offer sheet is provided by a representative from above.

Contact Name	Phone Number	Email Address
--------------	--------------	---------------

FEDERAL TAXPAYER ID NUMBER (Required): 860777569

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS? Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 62495924 Tax Rate: _____ OR No, not required to have an Arizona TPT license

CONFLICT OF INTEREST (SPECIAL NOTICES)

No, I do not have a conflict of interest. Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understood, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgment will result in disqualification.

Exhibit 1 - Special Notices Exhibit 2 - RFP Special Terms and Conditions

Exhibit 3 - Insurance Requirements


 Author and Verification: Print Name, Title and sign above



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments, and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

1/31/2025
Date

Airwest Helicopters LLC
Legal Company Name

Greg Barlow
Printed Name (Authorized Signatory)

Director of Operations
Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

gbarlow@airwesthelicopters.com
Email Address

6791 N Glen Harbor Blvd
Mailing Street Address

(623) 516-2790
Phone Number

Glendale, AZ 85307
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 860777569

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 07495936 Tax Rate: _____ OR No, not required to have an Arizona TPT License

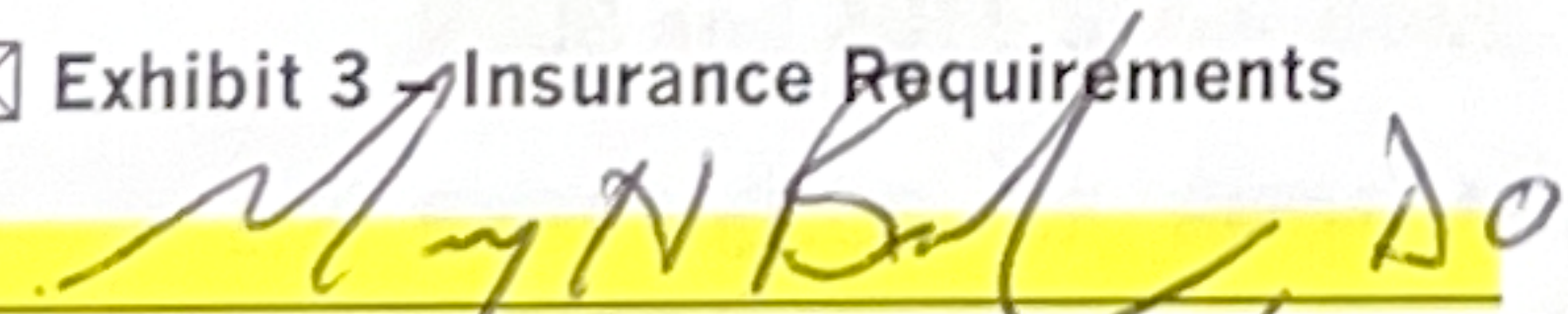
CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

Exhibit 1 – Special Notices Exhibit 2 – RFP Special Terms and Conditions

Exhibit 3 – Insurance Requirements


 Authorized Signature - Print this form and sign above



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Firm and Staff Qualifications and Demonstrated Experience

- 1.1. COMPANY INFORMATION. Offerors shall provide a description of the firm, including true, exact and complete name of the partnership, corporation, trade or fictitious name under which you do business, the address of the principal place of business that will provide the services.

AIRWEST HELICOPTERS LLC
Glendale Municipal Airport
6791 N Glen Harbor Blvd.
Glendale, AZ 85307

Airwest Helicopters operates 4 Helicopters for commercial operations providing passenger, cargo, and external load transport throughout the Southwestern United States.

- 1.2. EXECUTIVE SUMMARY. Each proposal shall contain an Executive Summary that summarizes the key elements of the proposal. In addition, the Executive Summary should include a statement that explains why the Offeror is qualified to provide helicopter services for the City of Glendale

Airwest is proposing the use of a turbine powered Bell 206B3 JetRanger helicopter which provides increased safety margin for this contract. We also have 2 Bell 206L LongRangers as backup.

Airwest operates in accordance with FAA Part 135 and is based at the Glendale Municipal Airport.

Air Carrier Certification standards. We have been carrying passengers for hire as a FAA Part 135 Operator for 28 years.

Specifically, Airwest Helicopters and previously Airwest Aviation Academy have supported the Glendale Police with a helicopter for the past 17 years.

We have flown this mission with no incidents or accidents. We have been the primary helicopter supporting the Glendale Police department during the 2008 and 2015 Super Bowls.

- 1.3. EXPERIENCE OF FIRM AND PILOT(S). The Offeror shall describe his aeronautical business experience, including number of years in business, types of helicopters and range of services offered, list of locations and size of



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

services currently or formerly performed by the Offeror. Offeror should identify the principal persons or pilots to be assigned to the City of Glendale and their respective qualifications and experience levels.

Airwest Helicopters has been in business for 28 years. During that time, we have used Bell 206B3 JetRangers, Bell 206L4 LongRangers, and Enstrom F28F Helicopters for commercial operations. Services have included personnel and VIP transport, reconnaissance, film and photo, cargo, firefighting, cattle herding, construction, law-enforcement, game counting, aircraft recovery, emergency medical services, and flight training.

The pilots currently on staff that will provide support are:

Greg Barlow, 46 years flying experience. Licensed to fly helicopters and airplanes.

Former Army pilot, approximately 20,000 flight hours.

Has worked for Airwest Helicopters for the past 27 years.

Keith Pyers, 26 years flying experience. Licensed to fly helicopters.

Approximately 4,600 flight hours.

Has worked for Airwest Helicopters for the past 4 years.

Kevin Boss, 24 years flying experience. Licensed to fly helicopters.

Approximately 7,000 flight hours.

Has worked for Airwest Helicopters for the past 8 months.

- 1.4. REFERENCES. Provide one to three valid references from those who can confirm your experience in providing the helicopter services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

Glendale Police Department

Sgt. John Roth, Special Events

623-772-5028, Mobile 623-326-0226

Jroth@glendaleaz.com

2006 to present. Helicopter support for special events.

Central Arizona Project

23636 N 7th St.

Phoenix, AZ 85024

Dave Sanchez, Electronics Communications Supervisor

623-869-2165

dsanchez@cap-az.com



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

1995-present. Personnel and cargo transport to remote locations
 City of Scottsdale
 9191 E Salvador Dr.
 Scottsdale, AZ 85258
 John Loleit
 623-910-9713
 1999-present. External rock and cargo hauling around the City of Scottsdale
 parks and trails.
 Havasupai Tribe
 PO Box 10
 Supai, AZ 86435
 928-433-8130
 Armando Marshall, Vice Chairman
 928-853-1493
 htchair@havasupai-nsn.gov
 1995-present. Helicopter support transporting people, cargo, food,
 construction materials, etc. into and out of the Grand Canyon.

1.5. FEDERAL AVIATION ADMINISTRATION COMPLIANCE. The offeror is to ensure that the company, aircraft, pilots, and staff are in good standing with the Federal Aviation Administration (FAA) and will remain in compliance for the duration of this contract. The Offeror and/or Chief Pilot will report any FAA violations and/or FAA investigations to the City of Glendale and what corrections have been made to ensure compliance.

Airwest is in compliance with all FAA requirements. We have a good relationship with our FAA operations and maintenance inspectors.

2. COMPLIANCE WITH SCOPE OF WORK AND REQUIREMENTS

2.1. HELICOPTER SPECIFICATIONS. Offeror shall describe in detail the specifications and capabilities of the helicopter designated for use under the resultant contract. Include information on engine, weight capacity, passenger capacity, year built, maintenance and service policy, FAA required safety and communication equipment, certificates of air worthiness, etc.

Helicopter offered:
 Bell 206B3 JetRanger, N59383, Manufacture date 1973
 Engine is Rolls-Royce 250-C20
 Max gross weight is 3200 pounds, payload of 778 with full fuel.
 Fuel capacity of 76 gallons, 2.6 hours endurance at 70 knots airspeed
 4 passenger
 GPS-Yes, VHF Radio-Yes
 Annual due 7/25.
 No helmets are provided



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

External load limit is 600 pounds
 Maintained IAW Airwest Helicopters FAA Approved Aircraft Inspection Program and the Bell Maintenance Manuals
 Current Airworthiness Certificate, Normal Category

Backup helicopter offered:
 Bell 206L4, N995PM or N64AW, Manufacture dates 2000 and 2004
 Engine is Rolls-Royce 250-C30
 Max gross weight is 4450 pounds, payload of 1007 with full fuel.
 Fuel capacity of 110 gallons, 2.4 hours endurance at 70 knots airspeed
 6 passenger
 GPS-Yes, VHF Radio-Yes
 Annuals due 4/25 and 5/25
 No helmets are provided
 External load limit is 1200 pounds
 Maintained IAW Airwest Helicopters FAA Approved Aircraft Inspection Program and the Bell Maintenance Manuals
 Current Airworthiness Certificate, Normal Category

PLEASE FILL IN EACH BOX AND CHECK YES OR NO FOR EACH YES/NO QUESTION.

HELICOPTER MAKE & MODEL

FAA "N" NUMBER YEAR BUILT

GROSS WEIGHT EMPTY WEIGHT

FUEL CAPACITY: TOTAL GALLONS: FUEL: TOTAL HOURS

NUMBER OF PASSENGERS (EXCLD PILOT) ENGINE H.P.

ANNUAL INSPECTION DATE (ACCOMPLISHED)

GPS: () YES () NO

VHF RADIO (760CHANNELS): () YES () NO

Digital RADIO - NO. OF CHANNELS SELECTABLE)

NUMBER OF HELMETS AVAILABLE (EXCLUDE PILOT)

MAXIMUM WEIGHT OF EXTERNAL LOAD

3. PRICING



City of Glendale
Solicitation Number: RFP 25-45 / 42500065
POLICE HELICOPTER SERVICES

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

3.1 OFFERORS SHALL COMPLETELY FILL OUT THE PRICING WORKBOOK

4. VENDOR EXCEPTIONS:

Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

None

5. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

See attached addendum

6. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.

NA

7. REFERENCES FORM: List a minimum of three (3) Arizona customers, excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope as this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed. These references may be used to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1: * See item 1.4 Above

(Enter Company Name)	(Enter Company Street Address)
(Enter Contact Name)	(Enter City, State, Zipcode)
(Enter Contact Email Address)	(Enter Contact Phone Number)
(Enter Date of Services)	
Provide a brief summary of Services provided: (Describe Services Here:)	

EXHIBIT B
POLICE HELICOPTER SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment shall be as per Section 5 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$175,000.

DETAILED PROJECT COMPENSATION

POLICE HELICOPTER SERVICES

Item No.	Description	Unit of Measure	Unit Price
1.	Helicopter Services as per Scope of work	Hour	\$1,200
2	Backup Helicopter Services as per Scope of Work.	Hour	\$1,800



City of Glendale
Solicitation Number: IFB 25-45 / 42500065
POLICE HELICOPTER SERVICES
PRICING WORKBOOK

CITY OF GLENDALE
 Procurement Department
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

1. INSTRUCTIONS:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to fuel surcharge fees, travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

2. PRICE SCHEDULE

** See Addendum*

POLICE HELICOPTER SERVICES					
Item No.	Description	Unit of Measure	Estimated Annual Hours (A)	Unit Price (B)	Extended Amount (A X B)
1.	Helicopter Services as per Scope of Work	Hour	40	\$1200/Hour	\$48000
Grand Total (Item No. 1)					\$

3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: 0%

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.



City of Glendale
Solicitation Number: IFB 25-45 / 42500065
**POLICE HELICOPTER SERVICES
PRICING WORKBOOK**

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

5. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Airwest Helicopters LLC

1. Helicopter Service as per Scope of Work - Primary Helicopters-450323
\$1,200 per hour x 40 = \$48,000
5 years = \$240,000

2. Helicopter Service as per Scope of Work - Backup Helicopters-05-45P11/164411
\$1,500 per hour

City of Glendale
Addendum to RFP 25-45 Police Helicopter Services
Pricing Workbook

Item 2. Pricing Schedule

1. Helicopters Services as per Scope of Work- Primary Helicopter-N59383
\$1,200 per hour X 40 = \$48,000
5 years = \$240,000
2. Helicopters Services as per Scope of Work- Backup Helicopters-N995PM/N64AW
\$1,800 per hour