

Fort Bend County Tabulation
Bid 23-048
Helicopter Sustainment Part 2 for Homeland Security and Emergency Management

Recommendation: low bidder per section

Funding: Homeland Security Grant Program/SWAT/Helicopter Sustainment

Description	Quantity	ATViro Tech Inc. Missouri City, TX		Helicopter Services, Inc. Spring, TX		Luminator Holding L.P. dba Luminator Aerospace Plano, TX		RAMS Aviation Company Inc. Plantersville, TX		Temple Electronics Company, Inc. Arcola, TX	
		Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
11.1 Orion Searchlights, 2 each, HSL.1600.BA.1 with IR	1	\$ 136,470.76	\$ 136,470.76	\$ 156,917.99	\$ 156,917.99	\$ 116,000.00	\$ 116,000.00	No Bid		No Bid	
Grand Total of Section 11.1 Searchlights		\$ 136,470.76		\$ 156,917.99		\$ 116,000.00					
11.2 Installation											
11.2.1.1 Install one (1) Orion Spotlight only in Helicopter N218FB. There is no current spotlight. Needs Dovetail and bottom mount	1	No Bid		\$ 9,360.00	\$ 9,360.00	No Bid		\$ 9,000.00	\$ 9,000.00	\$ 18,250.00	\$ 18,250.00
11.2.1.2 Remove current Spectrolab spotlight and all wiring. Install one (1) new Orion Spotlight in Helicopter N259FB (use existing dovetail and bottom mount)	1	No Bid		\$ 6,000.00	\$ 6,000.00	No Bid		\$ 9,000.00	\$ 9,000.00	\$ 23,800.00	\$ 23,800.00
11.2.2 Install one (1) Vislink, 64HDX-5-NOMPEG2-NOIP-B3- NA-HDS-LPA-HDX-RC1-NV Downlink Transmitter in rear cargo area and controller in front control panel	1	No Bid		\$ 5,760.00	\$ 5,760.00	No Bid		\$ 13,500.00	\$ 13,500.00	\$ 9,625.00	\$ 9,625.00
11.2.3 Remove all wiring from helicopter N259FB, ARS600C and install one (1) Shotover ARS-750U in dash (consists of two (2) modules per helicopter) for use with Wescam MX-10	1	No Bid		\$ 8,400.00	\$ 8,400.00	No Bid		\$ 13,500.00	\$ 13,500.00	\$ 14,750.00	\$ 14,750.00

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		Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
11.2 Installation (cont'd)											
11.2.4 Remove current monitor (bracket remains) and install one (1) new Macro-Blue MB12W Monitor and rewire for SDI input from ARS750 computers	1	No Bid		\$ 4,800.00	\$ 4,800.00	No Bid		\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00
11.2.5 Remove current gauge clusters and install two (2) new sets of Electronics International CGR-30C Cluster Gauge Replacements one (1) in each of two (2) helicopters to fit in both dashes	2	No Bid		\$ 2,400.00	\$ 4,800.00	No Bid		\$ 3,000.00	\$ 6,000.00	\$ 11,564.00	\$ 23,128.00
11.2.6 Installation only of two (2) sets of two (2) Powersonix 600 Watt Dual Horn Part # PSAIR22A in rear cargo area with rear door modifications for the speakers	2	No Bid		\$ 8,160.00	\$ 16,320.00	No Bid		\$ 3,000.00	\$ 6,000.00	\$ 14,000.00	\$ 28,000.00
Grand Total of Section 11.2 Installation		No Bid		\$ 55,440.00		No Bid		\$ 64,500.00		\$ 118,553.00	



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Helicopter Services, Inc.		
Business Name (if different from legal name)			
Federal ID # or S.S. #	76-0475488	DUNS #	933653909
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business?
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	19931 Stuebner Airline Road		
City/State/Zip	Spring, TX 77379		
Physical Address	19931 Stuebner Airline Road		
City/State/Zip	Spring, TX 77379		
Phone/Fax Number	Phone: 281-370-4354 Fax: 281-251-1207		
Contact Person	Michael Crossland		
E-mail	mcrossland@heliserv.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	Cert Date _____ Exp Date _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____ >\$22,400,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____	
NAICs codes (Please enter all that apply)	336413, 488190		
Signature of Authorized Representative			
Printed Name	Michael S. Crossland		
Title	General Manager		
Date	05/15/2023		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Helicopter Sustainment Part 2 for Homeland Security and Emergency Management
BID 23-048*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
301 Jackson
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, May 16, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-048
HELICOPTER SUSTAINMENT PART 2

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND READ ALOUDE.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified, unless stated otherwise on page one. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Department, 301 Jackson, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or

Initials of Bidder: MSC

other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Assistant County Purchasing Agent, County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Cheryl.Krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Wednesday, May 10, 2023 at 11:00AM (CST)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.21 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.22 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.23 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.24 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

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- 1.25 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.26 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.27 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.28 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.29 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.30 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

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- 1.31 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.32 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.33 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.34 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.35 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both

Initials of Bidder: MSC

parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 **Invoices and Payments:**
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

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- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as

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applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the

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performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

Initials of Bidder: MS

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for the purchase of items and services to sustain two (2) helicopters, one (1) of which is a 1971 Bell OH58 and the other one (1) is a 1973 Bell OH58 Kiowa helicopter which meet or exceed the specifications as stated herein. Respondent is responsible for complying with any and all Federal and State rules, regulations and requirements.

4.0 MANDATORY PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, May 9, 2023 at 2:00 PM (CST)**. The pre-bid conference will be held at the Sugar Land Airport, 241 Lee Duggan Drive, Sugar Land, TX. Due to the nature of the project, the pre-bid conference is **MANDATORY**. It is necessary for all interested vendors to view the existing helicopters in order to fully understand the scope of work. This is the only date and time vendors will be permitted to view with a County representative.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

Initials of Bidder: mgc

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

7.0 INSURANCE:

- 7.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 7.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 7.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

Initials of Bidder: MSC

- 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 7.2.5 Hangar Keepers liability with a limit of not less than \$750,000 if bidding installation.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

8.0 TEXAS ETHICS COMMISSION FORM 1295:

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>
- 8.2 On-line instructions:
 - 8.2.1 Name of governmental entity is to read: Fort Bend County.
 - 8.2.2 Identification number used by the governmental entity is: B23-048.
 - 8.2.3 Description is the title of the solicitation: Helicopter Sustainment Part 2.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

Initials of Bidder: mgc

9.0 FEDERAL CLAUSES:

Federal Clauses are included in Exhibit A.

10.0 DELIVERY:

Address of delivery will be determined before order(s) are placed.

11.0 SPECIFICATIONS AND BID PRICING:

Bid prices are all inclusive, including but not limited to delivery/shipping. No additional fees are permitted. Vendors are not required to bid on both 11.1 and 11.2.

Provide pricing for items including shipping and/or delivery only of item 11.1 **Do not include installation in price for 11.1.**

- 11.1 Provide two (2) new (unused) Orion Searchlights, IISL.1600.BA.1 with IR, Black to include and meet or exceed the following:

- Lamp type - visible & ir 1600 watt xenon short arc
- NVG compatibility NVG gen II/III
- Lumen output 60,000 lumen at 4° beam spread
- Peak beam intensity 40-50 million candlepower
- Peak luminance 32 lux @ 1,000 m (3,281 feet)
- Beam spread/diameter 4° to 20° adjustable
- Beam diameter at 1,000 M
- (3,281 feet) 4°
- Beam spread = 68 M (23 ft) 13° beam spread = 214 M (702 ft)
- Target ID range - visible 1,600 M (5,250 ft)
- Target ID range - IR 1,000 M (3,281 ft)
- Voltage - operating range 26-29 V DC
- Voltage - nominal 28 V DC
- Current - nominal 65 A (rated), 75 A (max)
- Current - startup 110 A (spike)
- Starting time 1 second
- Recycle time not required
- Interfaces 1 x IICU RS422, 1 x slaving RS422 or RS232, 1 x maintenance
- RS232 discrete inputs 24
- Discrete outputs 10
- Weight - 65.0 lb/ 29.5 kg (total system)
- Dimensions/diameter - 15.1" x 16.7" x 17.6" 384 mm x 424 mm x 447 mm
- Material - aluminum alloy
- Housing color - black, white, or custom
- Lens color - clear
- Mounting - standard payload (i.e., meeker qdd-1, dt-1, dt-1a) or custom
- Gimbal control - two-axis remote control
- Focus control - step-less remote control

Initials of Bidder: hsc

EXHIBIT A

FEDERAL GRANT CLAUSES - FEMA

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set at \$50,000, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Clean Air Act and the Federal Water Pollution Control Act.

a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Debarment and Suspension.

This requirement applies to all contracts of \$25,000 or more.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue

available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4. Byrd Anti-Lobbying Amendment.

This requirement applies to all contracts of \$100,000 or more, and requires a copy of the Certification Regarding Lobbying.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

5. Political Activities.

This requirement applies to all contracts regardless of amount.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

6. Procurement of Recovered Materials.

This requirement applies to all contracts for goods or services for \$10,000 or more funded by a FEMA grant.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor

also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

7. Access to Records.

This requirement applies to all contracts funded by FEMA regardless of amount.

(1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, TDEM, the State Auditor's Office or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide DHS/FEMA and or TDEM, through its authorized representatives access at all reasonable times to construction or other work sites pertaining to the work being completed under the contract. If any site visit is made by DHS/FEMA or TDEM Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. Notice of Reporting Requirements.

This requirement applies to all contracts funded by FEMA regardless of amount.

Money used to fund this Agreement may originate from a state funding agreement between FEMA and the State of Texas. FEMA requires the State to provide various financial and performance reporting. It is important that the contractor is aware of these reporting requirements, as the relevant state agency and or the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FEMA.

Failure of State to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement and could result in loss of Federal financial assistance awarded to fund this contract.

Reporting requirements include both financial and performance reporting. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
- b) 44 C.F.R. § 13.41 (Financial Reporting)
- c) 44 C.F.R. § 13.50(b) (Reports)
- d) 44 C.F.R. § 206.204(f) (Progress Reports)
- e) FHMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f) FEMA-State (or Tribal) Agreement

9. DIIS Seal, Logo, and Flags.

This requirement applies to all contracts funded by FEMA regardless of amount.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This requirement applies to all contracts funded by FEMA regardless of amount.

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

This requirement applies to all contracts funded by FEMA regardless of amount.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Civil Rights and Non-Discrimination.

This requirement applies to all contracts funded by FEMA regardless of amount.

During the performance of this contract, the Contractor agrees as follows:

a) Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b) Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal*

Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

c) Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

d) Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

e) Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

f) Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

g) Nondiscrimination on the Basis of Drug Abuse

Contractor shall comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h) Nondiscrimination Related to Housing

Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made

13. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

This requirement applies to all contracts funded by FEMA regardless of amount.

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

14. Hotel and Motel Fire Safety.

This requirement applies to all contracts regardless of amount.

Contractor agrees to comply with the Hotel and Motel Fire Safety Act of 1990, Pub. L. No. 391 (1990) (codified at 15 U.S.C. § 2225a) which prohibits use of federal funds to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of, a place of public accommodation that does not meet the requirements of the fire prevention and control guidelines described in section 29 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2225).

15. Disaster Reservists.

This requirement applies to all contracts funded by FEMA regardless of amount.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

16. False Statements Act.

This requirement applies to all contracts funded by FEMA regardless of amount.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

17. Prompt Payment

This requirement applies to all contracts funded by FEMA regardless of amount.

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

18. Retention of Records.

This requirement applies to all contracts funded by FEMA regardless of amount.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

19. Dispute Resolution.

Contractor understands that for all subcontracts of \$50,000 or more, the Contractor must include terms to address judicial remedies for breach of contract, including damages, specific performance, and rescission or restitution and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

20. Termination for Cause and Termination for Convenience.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

21. Contract Changes or Modifications

Contractor understands that for all subcontracts of \$50,000 or more, the Contractor must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

22. Prohibited Telecommunications and Video Surveillance Services and Equipment.

This requirement applies to all contracts that include the purchase of equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

23. Whistleblower Protections

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

24. Health and Human Services, Public Safety or Law Enforcement Agency Compliance

Contractor certifies that it as owner, operator or administrator of a facility has not had any licenses, certificates, or permits revoked by any health and human service agency or public safety or law enforcement agency.

25. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26. Child Support

This requirement applies to if the contract is funded by FEMA and the federal assistance may pass through a state agency.

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) all arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released, Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

27. Assignment and Subcontracts

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the County. Consent may be required from both the County and any federal or state agency associated with the funding for this agreement. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the County of any such subcontractor including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

SEE NEXT PAGE FOR FY 2022 DHS STANDARD TERMS AND CONDITIONS

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the

FY 2022 DHS Standard Terms and Conditions

initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the

FY 2022 DHS Standard Terms and Conditions

United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

FY 2022 DHS Standard Terms and Conditions

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control

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guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. **Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. **National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part

FY 2022 DHS Standard Terms and Conditions

170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Contract Sheet
Bid 23-048**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 13 day of June, 20 23,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Helicopter Services, Inc. (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Helicopter Sustainment Part 2** which
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and described; the
County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13th day of June, 20 23.

Fort Bend County, Texas

By: KP George
County Judge KP George **County Judge, KP George**

By: Michael S. Crossland
Signature of Contractor

By: Michael S. Crossland, General Manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Helicopter Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

19931 Stuebner Airline Road

6 City, state, and ZIP code

Spring, TX 77379

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

7 6 - 0 4 7 5 4 8 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01/01/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part III instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not notify the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(b)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4047

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(b), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4047(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's TIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

¹ You must show your individual name and you may also enter your business or DSA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

² List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

³ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4536, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 6109, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 76-04755488

Company Name submitting Bid/Proposal: Helicopter Services, Inc.

Mailing Address: 19931 Stuebner Airline Road, Spring, TX 77379

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

1. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*Property address or location**

None

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that Helicopter Services, Inc. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
\$2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

- Slaving - integrated, no interface box required
- Power management - integrated, no junction box required
- Cooling - redundant dual-fan
- Azimuth rotation - +/- 175° (350°) at 60°/sec max
- Elevation (tilt) range - +10°/-110° at 60°/sec max
- KEEP OUT AREA - hard stops & programmed stops can be installed

Meets All Above Specifications: Yes ☒ No ☐

(Provide Manufacturer Name and Number if bidding an "equal to" product)

(Provide any warranty information.)

Lead time to provide and deliver product from time of receiving Purchase Order:

45 days

(Vendor input number of days above line.)

Total Price of 11.1 items only: \$ 156,917.99

11.2 Complete installation bid pricing. This Section 11.2 (installation) will be awarded to one (1) vendor. Vendor must provide pricing for each item in 11.2 in order for their bid to be considered for award. Installer must be able to install items, provide installation warranty and/or repair services within 100 miles of Fort Bend County. This requirement is not meant to restrict responses but to ensure the availability of warranty and/or repair services. Provide a copy of your A&P (Airframe & Power frame Mechanic) license and I&A (Inspector Authorization) license with your bid response. Vendors are not permitted to add additional items/work/services to their invoices.

11.2.1 Installation only of Section 11.1 / two (2) Orion Searchlights:

11.2.1.1	Install one (1) Orion Spotlight only in Helicopter N218FB. There is no current spotlight. Needs Dovetail and bottom mount:	\$ <u>9,360.00</u>
11.2.1.2	Remove current Spectrolab spotlight and all wiring. Install one (1) new Orion Spotlight in Helicopter N259FB (use existing dovetail and bottom mount):	\$ <u>6,000.00</u>
Total of 11.2.1:		\$ <u>15,360.00</u>

Initials of Bidder: hgc

11.2.2 Install one (1) Vislink, 64HDX-5-NOMPEG2-NOIP-B3-NA-IIDS-LPA-HDX-RC1-NV Downlink Transmitter in rear cargo area and controller in front control panel to include the below:

- Frequency, family, power
- Encoding
- IP encoding
- Encryption
- Encryption 2
- Mounting kit
- Remote control
- TX, aircraft cert arinc h.264 mpeg-4 hd/sd 5w, 6.4-6.5 ghz,dc
- No MPEG2
- No IP Encoder
- AES Encryption 256 bit + 128 bit
- No additional encryption
- KIT HDX arinc aircraft mount low profile
- DZUS mounted serial remote control w/night vision, hdx-1100

One (1) Omni Antenna, 6.4 – 7.4 GHz, 6dbic, RCP, Horizontal Beam width 360 deg. HPBW 30 deg, max input 50W, Dimensions 1.13" Dia x 9.88" L, mount flange diameter 3.5", type N-female connector.

One (1) Integration Services, On-site setup, configuration and ramp testing of aircraft transmit system.

Total of 11.2.2: \$ 5,760.00

11.2.3 Remove all wiring from helicopter N259FB, ARS600C and install one (1) Shotover ARS-750U in dash (consists of two (2) modules per helicopter) for use with Wescam MX-10 (verify location prior to install):

- ARS Computer UPGRADE to ARS-750 (ATOM2)
- Must return the existing ARS system and data drive for replacement with the ARS-750
- Includes CONN-ATOM2, Mating Connector Kit

One (1) ARS-ATOM2

- Churchill Navigation ARS Rugged Computer
- Secondary ARS tied to primary ARS-750 in One aircraft for independent display and control of ARS at second monitor Includes CONN-ATOM2, Mating Connector Kit

One (1) SW-LTE-70-US

Initials of Bidder: MSL

- SW-LTE-70-US: LTE & Gigabit Wifi Router
- US- US First Net Enabled
- Includes 2 LTE, 3 Internal Wifi Antennas
- ARS Requires Setup by a Shotover representative

Total of 11.2.3: \$ 8,400.00 _____

11.2.4 Remove current monitor (bracket remains) and install one (1) new Macro-Blue MB12W Monitor and rewire for SDI input from ARS750 computers:

- P/N: MB12W - N33142X10
- MB Q-Series Display, 12.1" Wide Screen, Landscape
- NVIS, Dual-Mode (NVIS/DAY), Meets MIL-STD 3009
- Touch Screen, P-CAP Technology
- Dual MIL-Style Knob Control, IN-Bezel, with NVIS Backlighting
- (1) VGA Input
- (4) 3G SDI Video Input
- (2) Composite Video
- (1) DVI Video Input
- 1280 x 800 WXGA Native Resolution, 1500 NITS
- Meets MIL-L-85762A for Sunlight Readability & Contrast Ratio
- 2.0 Firmware includes software for 2nd display (Q-Series) for Trainer
- 1 Year Standard Warranty Parts & Labor

One (1) Part Number 651-015_REV_A00

- Mating Connectors, J1 and J7 (Power/Communication & VGA/DVI) Q-series.

- (1) 528-001-16M11-19SA
- (1) 528-001-16M12-26SA
- (1) 528-809S060-3
- (1) 528-809S060-4 30
- Connectors for: MB10W and MB12W

One (1) Part Number 651-023

- Connector, Programming service port (Bulgin), Q-Series
- Bulgin P/N: PX0844/B/0M50/B,
- Bulgin P/N: PX0711

Total of 11.2.4: \$ 4,800.00 _____

Initials of Bidder: mgc

11.2.5 Remove current gauge clusters and install two (2) new sets of Electronics International CGR-30C Cluster Gauge Replacements one (1) in each of two (2) helicopters to fit in both dashes:

- Oil Pressure
- Oil Temp
- Fuel Quantity –Single Tank
- Amperage

Removal and Installation Price per each: \$ 2,400.00 x 2 = Total of 11.2.5: \$ 4,800.00

11.2.6 Installation only of two (2) sets of two (2) Powersonix 600 Watt Dual Horn Part # PSAIR22A in rear cargo area with rear door modifications for the speakers:

– 2 Speaker, 1 Amp Hailer

Two (2) PS-CONN-600N:

- Powersonix Connector Kit
- PSAMP600N/PSAMP800N

Two (2) PSMIC-A790:

- Power Sonix Mic FOR A790

Two (2) PS-CONN-KIT:

- Powersonix Connector Kit
- PSAIR22/32/42 Power \$ Remote

Two (2) PSCBL-RDR-A790:

- Power Sonix A790 Input Cable aux

Two (2) 081250-1-00:

- DAI#:081250-1
- TIL Loud Hailer Controller A790

Two (2) IN790:

- TIL Install KIT A790
- 099968-1

Initials of Bidder: msc

Installation price per each install: \$8,160.00 x 2 = Total Price of 11.2.6: \$ 16,320.00

Grand Total of 11.2/Installation: \$ 212,357.99

12.0 AWARD:

This contract will be awarded to the lowest and best bidder meeting specifications per Section.

13.0 EXHIBIT:

13.1 Exhibit A – Federal Clauses

14.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

14.1 Proof of Required Insurance (if bidding installation)

14.2 Vendor Form

14.3 W9 Form

14.4 Tax Form/Debt/Residence Certification

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1029184

Date Filed:
06/02/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HELICOPTER SERVICES, INC.
Spring, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B23-048
Helicopter Sustainment Part 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Helicopter Services, Inc.	Spring, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Michael Crossland, and my date of birth is 07/15/1968.

My address is 8319 Thora Land, Hngr B2, Spring, TX 77379, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 2nd day of June, 2023.
(month) (year)

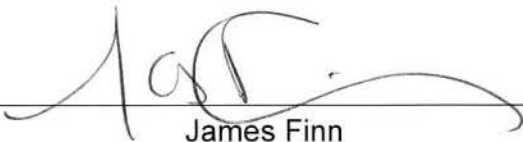

Signature of authorized agent of contracting business entity
(Declarant)

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Vendor InformationJaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Luminator Holding L.P.												
Business Name (if different from legal name)	Luminator Aerospace												
Federal ID # or S.S. #	06-1558463	DUNS # 966242521											
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business?										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	900 Klein Road												
City/State/Zip	Plano, Texas 75074												
Physical Address	900 Klein Road												
City/State/Zip	Plano, Texas 75074												
Phone/Fax Number	Phone: (972) 881-5483 Fax: _____												
Contact Person	James Finn												
E-mail	James.finn@Luminator.com												
Check all that apply to the company listed above and provide certification number.	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise		<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
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Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> _____</td></tr><tr><td>>\$22,400,000 _____</td><td></td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> _____	>\$22,400,000 _____					
<\$500,000 _____	\$500,000-\$4,999,999 _____												
\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> _____												
>\$22,400,000 _____													
NAICs codes (Please enter all that apply)	336320												
Signature of Authorized Representative													
Printed Name	James Finn												
Title	VP of Business Development												
Date	May 12, 2023												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Helicopter Sustainment Part 2 for Homeland Security and Emergency Management
BID 23-048*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
301 Jackson
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, May 16, 2023
2:00 PM (Central)

LABEL ENVELOPE:

**BID 23-048
HELICOPTER SUSTAINMENT PART 2**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.*

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND READ ALOUDE.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified, unless stated otherwise on page one. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Department, 301 Jackson, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or

Initials of Bidder: _____



other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Assistant County Purchasing Agent, County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Cheryl.Krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Wednesday, May 10, 2023 at 11:00AM (CST)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: _____



- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder: _____



- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.21 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.22 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.23 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.24 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

Initials of Bidder: _____



- 1.25 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.26 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.27 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.28 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.29 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.30 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____



- 1.31 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.32 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.33 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.34 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.35 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both

Initials of Bidder: _____

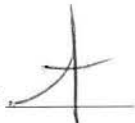


parties hereto.


2.0 TERMS & CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 **Invoices and Payments:**
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

Initials of Bidder:



- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as

Initials of Bidder: 

applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the

Initials of Bidder:



performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

Initials of Bidder: _____



- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for the purchase of items and services to sustain two (2) helicopters, one (1) of which is a 1971 Bell OH58 and the other one (1) is a 1973 Bell OH58 Kiowa helicopter which meet or exceed the specifications as stated herein. Respondent is responsible for complying with any and all Federal and State rules, regulations and requirements.

4.0 MANDATORY PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, May 9, 2023 at 2:00 PM (CST)**. The pre-bid conference will be held at the Sugar Land Airport, 241 Lee Duggan Drive, Sugar Land, TX. Due to the nature of the project, the pre-bid conference is **MANDATORY**. It is necessary for all interested vendors to view the existing helicopters in order to fully understand the scope of work. This is the only date and time vendors will be permitted to view with a County representative.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

Initials of Bidder: _____




- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

7.0 INSURANCE:

- 7.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 7.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 7.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

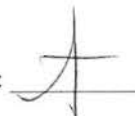
Initials of Bidder: 

- 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 7.2.5 Hangar Keepers liability with a limit of not less than \$750,000 if bidding installation.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

8.0 TEXAS ETHICS COMMISSION FORM 1295:

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>
- 8.2 On-line instructions:
 - 8.2.1 Name of governmental entity is to read: Fort Bend County.
 - 8.2.2 Identification number used by the governmental entity is: B23-048.
 - 8.2.3 Description is the title of the solicitation: Helicopter Sustainment Part 2.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

Initials of Bidder:



9.0 FEDERAL CLAUSES:

Federal Clauses are included in Exhibit A.

10.0 DELIVERY:

Address of delivery will be determined before order(s) are placed.

11.0 SPECIFICATIONS AND BID PRICING:

Bid prices are all inclusive, including but not limited to delivery/shipping. No additional fees are permitted. Vendors are not required to bid on both 11.1 and 11.2.

Provide pricing for items including shipping and/or delivery only of item 11.1 **Do not include installation in price for 11.1.**

- 11.1 Provide two (2) new (unused) Orion Searchlights, HSL.1600.BA.1 with IR, Black to include and meet or exceed the following:

- Lamp type - visible & ir 1600 watt xenon short arc
- NVG compatibility NVG gen II/III
- Lumen output 60,000 lumen at 4° beam spread
- Peak beam intensity 40-50 million candlepower
- Peak luminance 32 lux @ 1,000 m (3,281 feet)
- Beam spread/diameter 4° to 20° adjustable
- Beam diameter at 1,000 M
- (3,281 feet) 4°
- Beam spread = 68 M (23 ft) 13° beam spread = 214 M (702 ft)
- Target ID range - visible 1,600 M (5,250 ft)
- Target ID range - IR 1,000 M (3,281 ft)
- Voltage - operating range 26-29 V DC
- Voltage - nominal 28 V DC
- Current - nominal 65 A (rated), 75 A (max)
- Current - startup 110 A (spike)
- Starting time 1 second
- Recycle time not required
- Interfaces 1 x HCU RS422, 1 x slaving RS422 or RS232, 1 x maintenance
- RS232 discrete inputs 24
- Discrete outputs 10
- Weight - 65.0 lb/ 29.5 kg (total system)
- Dimensions/diameter - 15.1" x 16.7" x 17.6" 384 mm x 424 mm x 447 mm
- Material - aluminum alloy
- Housing color - black, white, or custom
- Lens color - clear
- Mounting - standard payload (i.e., meeker qdd-1, dt-1, dt-1a) or custom
- Gimbal control - two-axis remote control
- Focus control - step-less remote control

Initials of Bidder: _____



**Contract Sheet
Bid 23-048**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 13 day of June, 20 23,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Luminator Holding L.P. (hereinafter designated Contractor).

(company name)


WITNESSETH:

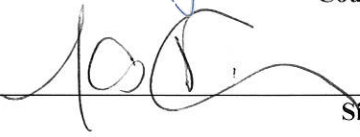
The Contractor and the County agree that the bid and specifications for the **Helicopter Sustainment Part 2** which
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and described; the
County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13th day of June, 20 23.

Fort Bend County, Texas

By: 
County Judge KP George
County Judge, KP George

By: 
Signature of Contractor

By: VP of Business Development
Printed Name and Title

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Luminator Holding LP	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 900 Klein Rd	Requester's name and address (optional)
6 City, state, and ZIP code Plano, Texas 75074		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

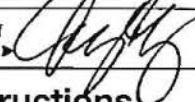
Social security number								
			-				-	
or								
Employer identification number								
0	6	-	1	5	5	8	4	6
								3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► 

Date ► 1/27/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 06-1558463

Company Name submitting Bid/Proposal: Luminator Holding L.P.

Mailing Address: 900 Klein Road, Plano, Texas 75074

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Luminator Holding L.P. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name]

[City and State]

Quotation



12/13/2022 11:53:28 AM

LUMINATOR HOLDING L.P.
900 KLEIN ROAD
PLANO TX 75074

972-424-6511

Customer:

RFQ:

Prospect: A000485

Michael K. Deutsch
Fort Bend Sheriff's Office
1840 Richmond Parkway
Richmond TX 77469
UNITED STATES

Phone: 832 473 7870

Fax:

Quotation	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
A000022441		12/13/2022	3/1/2023	tlail	USD US Dollar
Line	Item	Quantity	Unit Price	Extended Price	
1	0231700101 HSL-1600 Searchlight ORION, Black Kit	2.000	58,000.00 EA	116,000.00	

PART IS NOT PMA APPROVED - C of C ONLY PROVIDED

PARTS WILL SHIP 14 WEEKS CONTINGENT ON MATERIAL AVAILABILITY AFTER
RECEIPT OF YOUR PURCHASE ORDER

THE FOLLOWING TERMS & CONDITIONS APPLY TO ALL ORDERS AND WILL TAKE PRECEDENCE OVER THE LUMINATOR STANDARD TERMS AND CONDITIONS IN THE CASE OF ANY CONTRADICTIONS:

Luminator has a \$350 minimum order requirement for each Purchase Order placed. Luminator will provide information on any changes needed to meet any order requirements on a case by case basis.

- Payments will be accepted in US dollars and DO NOT include any duties or taxes
- All Purchase Orders received with a requested ship date sooner than the quoted LT is subject to a 35% Expedite Fee (THIS IS THE BUYERS RESPONSIBILITY)
- Cancellation of an order is subject to a mutual agreement and a restocking fee of 35% will be applied should Luminator agree that a PO can be cancelled
- American Express, Visa and Master Card are accepted
- Part condition: Factory New
- PMA parts are shipped with an FAA 8130-3 Tag
- MFG Certificate (C of C) is standard with all shipments
- Customers in possession of a Sales Tax Exemption Certification will be exempt from sales tax
- Delivery is FOB Origin, Plano Texas or Ex-Works
- Unauthorized returned material will NOT be accepted without Customer Service approval
- Luminator Standard Terms & Conditions apply. Buyers can access the current revision of Luminator's standard Terms & Conditions at <https://www.luminatoraerospace.com/sellers-terms-conditions>

We hope this quotation is of interest to you. Should you have any questions or comments regarding our quotation, please do not hesitate to contact us.

PROPRIETARY NOTICE

The information contained in this document is proprietary to Luminator Holding L.P. and shall not be used, reproduced, or distributed to any third party without Luminator prior written consent.

Sale Amount:	116,000.00
Order Disc(0.00%):	0.00
Sales Tax:	0.00

Quotation



12/13/2022 11:53:28 AM

LUMINATOR HOLDING L.P.
900 KLEIN ROAD
PLANO TX 75074

972-424-6511

Customer:

RFQ:

Prospect: A000485

Michael K. Deutsch
Fort Bend Sheriff's Office
1840 Richmond Parkway
Richmond TX 77469
UNITED STATES

Phone: 832 473 7870

Fax:

Quotation	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
A000022441		12/13/2022	3/1/2023	tlail	USD US Dollar

Misc Charges: 0.00

Total Amount: 116,000.00

RESPONSE FOR:

HSL-1600 (Orion) Searchlight

REV 2A



Presented by:

LUMINATOR AEROSPACE, LP

*"GLOBAL INNOVATOR IN LED LIGHTING FOR COMMERCIAL,
CORPORATE AND MILITARY AVIATION"*



LUMINATOR
AEROSPACE

900 Klein Road, Plano, Texas USA 75074

Toll free 800-388-8205 | Main 972-424-6511 | Fax 972-423-8515

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COMPANY OVERVIEW

Luminator Holding, LP (Luminator) is a division of Luminator Technology Group, LLC (LTG) which is the world's largest manufacturer of state-of-the-art LED lighting and signage for the global transportation industry. With Luminator FY2022 revenues in excess of \$200 million, our products cover a wide range of applications, from interior passenger lighting, exterior indication and navigation lighting, to emergency lighting, signage and searchlights. If you travel by commercial, corporate, or military aircraft, chances are that you have come in contact with a Luminator branded product.

We are headquartered in Plano, Texas (a suburb of Dallas), and are known for our innovative product designs, world class lighting engineering, and high-quality product performance. We leverage our global operations that include engineering, manufacturing and sales facilities in the United States, Denmark, Germany, Sweden, Brazil and Australia, as well as a network of aftermarket service partners, to ensure worldwide localized product support for all of our customers. LTG stands behind its products with one of the most extensive training, maintenance, retrofit, and spare parts programs in the industry.

Why Luminator Aerospace?

- Substantial Investments in engineering innovation and LEAN manufacturing to ensure optimal results
- ISO/AS 9001 certified Quality Management delivers quality product that reduces lifecycle costs
- Luminator is a certified FAA 14 CFR (9LUR472C) and EASA (EASA145.6651) Part 145 Repair Station
- ISO/IEC 17025 accredited in-house testing capabilities reduce risk and afford greater control over project schedules, including:
 - EMI/EMC: to Primary Specifications: RTCA DO-160, MIL-STD-461
 - Optical: Goniometer, Spectroradiometers, Imaging Colorimeters, Integrating Spheres
 - Environmental: Temperature Chambers, Humidity, Thermal Shock
 - Dynamics: Random and Sinusoidal Vibration, Operational, Bench, Shipping Container Shock
 - Fluids: Susceptibility and Waterproofness
- Turnkey solutions are backed with full program support from design through certification.
- Experienced leadership and well managed processes result in well-managed delivery operations.
- Extensive experience developing and testing aircraft information displays and lighting products.

First, however, we wanted to briefly mention our progress over the past few years from our Lean Journey, a philosophy that we first adopted in 2002 and have built upon ever since. We have provided more than 3,000 hours of training and now have 2 full-time Lean production engineers' on-staff, in addition to a full-time industrial engineer. Routine Kaizen events have cleared 71,000 square feet of facility space and removed 70 sections of racking from the production floor. Inventory and 'right sizing' have been key focuses for us, and the results of these efforts were an immediate reduction in WIP and a reduction in our production footprint from 190,000 square foot to 108,000 square foot, shown in , all of which contribute to our ability to better control costs and schedules.

In addition, we are now a certified FAA 14 CFR (9LUR472C) and EASA (EASA145.6651) Part 145 Repair Station that supports Luminator contribution to Fleet Management and for continuously improving in-house repair turn-around-times. We have also received ISO/IEC 17025 accreditation for our qualification lab, Luminator Technical Laboratories. We have acquired a full suite of testing capabilities including, but not limited to, shock, vibration, thermal, EMI and Optics. Additional capabilities include a full suite of engineering design, simulation, and analysis tools for mechanical, electrical and optical product development.

Bottom line, Luminator investments and management focus are designed to produce high-quality product with high customer confidence and low risk, and this translates to 'peace of mind' for our customer and partners.

PRICING MATRIX

Luminator is pleased to provide the following pricing to support Helicopter missions that require a high-powered searchlight.

ANNEX E – PRICING

RECURRING PRICE- PRODUCTION LINE

Please find the below pricing for the HSL-1600 Searchlight kit:

KIT #	Component	QTY	Price Per Unit	Total Ext Price
1	P/N# 0231700-101 HSL-1600 Searchlight ORION, Black Kit	2	\$ 58,000	\$ 116,000
1a	Searchlight Assembly Kit	2	\$ 51,000	\$ 102,000
1b	Hand Control Kit	2	\$ 7,000	\$ 14,000

**** Luminator does not charge any License costs for software / firmware *****

Please Note: this product will be manufactured at our Facility in Plano, Texas USA – See MANUFACTURING LOCATION for more details.

This pricing is inclusive of License costs, Technical and Ongoing Support.

INSTALLATION KIT

Please note on the Searchlight Installation Kit, this Kit does not include complete cable/ harness assembly, just the necessary Connectors to create a harness.

WARRANTY TERMS

The warranty terms for the HSL-1600 Searchlight systems are Twenty-Four (24) months. Which will include annual on-site visits by a trained Luminator Technician to review the product.

SERVICE TERMS

After the warranty period is conducted. Luminator is pleased to offer an extended Service Term:

- Ongoing Technical support will be at no charge.
- Maintenance advice will be at no charge.
- Additional extended 1 year warranty periods can be purchased after the initial warranty period for \$2,500 per year.
 - The warranty can only be extended twice (or 2 years) after the initial warranty period.

SEARCHLIGHT KIT INCLUDES

COMPLETE LIST OF DELIEVERABLES

The final kit is listed in Table 1below.

TABLE 1 – HSL-1600 FINAL KIT – 0231700-101 KIT

QTY	Name	TYPE	Part number
1	Luminator Helicopter Searchlight	HSL.1600.BA.1	Per order above
1	Luminator Hand Control Unit with Mounting bracket	HCU.1600.1.03	Per order above (P/N# 301228.102A mounting bracket)
1	Spiral cable 1.8 m		21 18047 14
1	Square flange receptacle with cap (Aircraft mating connector) optional		20130-01
Configurations Modules for Public Operations (not FAA Approved)			
(1)	IR Laser Designator Module (incl. IR Filter activation function)		433711.001A
(1)	IR Filter Activation Module		20185-01
Installation Kit, consisting of			
1	1 Connector assembly with back shell (cable plug with RFI shielding)	Souriau 8D5-21W72SN	21 18081 14
1	Connector assembly with back shell (cable plug with RFI shielding)	Souriau 8D5-25W61SA	21 18050 14
1	Connector assembly with back shell (cable plug with RFI shielding)	Souriau 851-36RG12-10P50	21 18082 14
1	Toggle Switch (Setup-Switch)		20096-01
4	Lightning protection rods		U0000985
Searchlight Packaging			

1	Protective Cover, orange		20097-01
1	Transport and storage case heavy duty, with foam insert		20001-01
Documentation			
1	System Installation Manual	HSL-SIM-100	MID1989
1	Declaration of Design and Performance	HSL-DDP-100	MID1991
1	Maintenance and Ground Handling Manual	HSL-MHM-100	MID3118
1	Declaration of Design and Performance	HCU-DDP-100	MID1990
1	Certificate of Conformity	Certificate of Conformance	

Please Note: All components listed under the Searchlight Assembly and Hand Control Unit are Standard deliverables with each system.

PROPOSAL VALIDITY

This proposal is valid for 6 months from the proposal date.

LEAD TIME:

The lead-time on HSL-1600 Searchlight KIT from Luminator is 24 weeks after receipt of order.

NON-RECURRING COST:

Luminator is pleased to provide this HSL-1600 Searchlight with no Non-Recurring Costs as long as no additional tests and/or required functions are to be added to the current design.

If additional certification, validation, functionality and/or design requirements are requested, then Luminator Aerospace will reserve the right to negotiate cost impacts.

SHIPPING TERMS

Luminator will support using FCA Incoterms 2020

TRAINING

As part of the Luminator support package to ensure the customer understands and is familiar with the product. Luminator will provide the following:

Level 1 - Training and Preventive Maintenance

- Luminator can provide On-site or Call support to help with Installation questions.
- In-service Bulb Replacement training
- Utilizing Maintenance Software
- Inservice training to clean and replace if necessary:
 - Len
 - Reflector
 - IR filter
 - Air Filter

Level 2 & 3 – Overhaul and Repair Training

Additional teardown and repair training can be scheduled once the Operator / Repair team becomes familiar with product from a Operational perspective.

RECOMMENDED SPARE PARTS

Luminator recommends the following Spare Parts to support the in-service operation of the Searchlight and Hand Controller system.

List of Recommended Spare Parts (HSL-1600 Searchlight)

PART NUMBER	NOMENCLATURE	Recommended QTY
20189-01A	Dummy Module Safe (Black)	1
433711.001A	Laser Designator, Infrared (IR) (optional)	1
20185-01	IR Filter Activation Module (optional)	1
20009-05	Attachment Screws for above parts: (DIN 956-M3x12, Stainless Steel)	4
301228.102A	HCU Mounting bracket	1
21 18047 14	HCU Spiral Cable (default): > 1.8 m (71 in) stretched > 0.7 m (28 in) retracted	1
21 18047 34	HCU Spiral Cable: > 2.5 m (98 in) stretched > 1.0 m (39 in) retracted	1
21 18047 24	HCU Spiral Cable: > 3.85 m (152 in) stretched > 1.5 m (59 in) retracted	1
U0000985	Lightning Rod	4
20433-01	Xenon short-arc lamp, 1600 Watt	2
305139.101.20.1	Front Glass and Rim Assembly (Black)	1
20242-01	Rim (Black)	1
203571.104	Front Glass	1
20127-01	Rubber Seal for Front Glass 0.88 m	(34.65 in)
741474.105-20	Clamping Ring	1
20009-01	Attachment Screws for Clamping Ring: (Screw DIN965 M3x5, Stainless Steel)	9
20011-02	Attachment Screws for Front Glass and Rim Assembly: (Screw DIN965 M4x12 Stainless Steel)	6
061441.101-20.1	Air filter assembly (Black)	1
758156.001	Attachment Captive-screw for Air filter assembly	2
20032-03	Spring Washer for attachment of Air filter assembly: (Spring Washer DIN127 Size 4, Stainless Steel)	2
20033-03	Washer for attachment of Air filter assembly: (Washer DIN433 Size 4, Stainless Steel)	2

HSL-1600 SEARCHLIGHT – GENERAL INFORMATION

Luminator is pleased to provide the HSL-1600 searchlight (shown in Figure 1 below) offering high performance multi-function capabilities in a single integrated design. Solid state technology is incorporated throughout and offers significant increases in reliability, performance and ease of installation.

All power management, control and system integration circuitry including active slaving capability for onboard FLIR, Camera Systems, Mapping systems, and/or Helmet Sight Systems is integrated into the unit itself thereby eliminating the need for any additional remote junction boxes and intermediate cabling.

The unit is easily operated via up to two independent hand control units or remote features added to the cyclic or collective grips besides being connected to any digital map and/or tracking system via a built-in RS422 interface.

The primary 1600 Watt Xenon short arc lamp provides up to 1600 m detection range and a variable beam spread from 4° to 16° for an optimum support of any police, law enforcement, SAR or military mission.

Long range NVIS capability of up to 1000 m is offered via an optional integrated IR filter module.

The IR filter module is operated with the primary Xenon lamp and includes an on demand focus, offering a variable IR-beam between 4° and 16° for supporting any NVIS mission besides landing and close in viewing.

The HSL-1600 digital design allows features and functionality not previously available with traditional searchlight systems.

These include: Faster movement in all directions with instant reversibility, programmable stops and “keep out zones” that allow the unit to transition around heat sensitive items like antennas or onboard equipment.

The HSL-1600 is maintenance free.

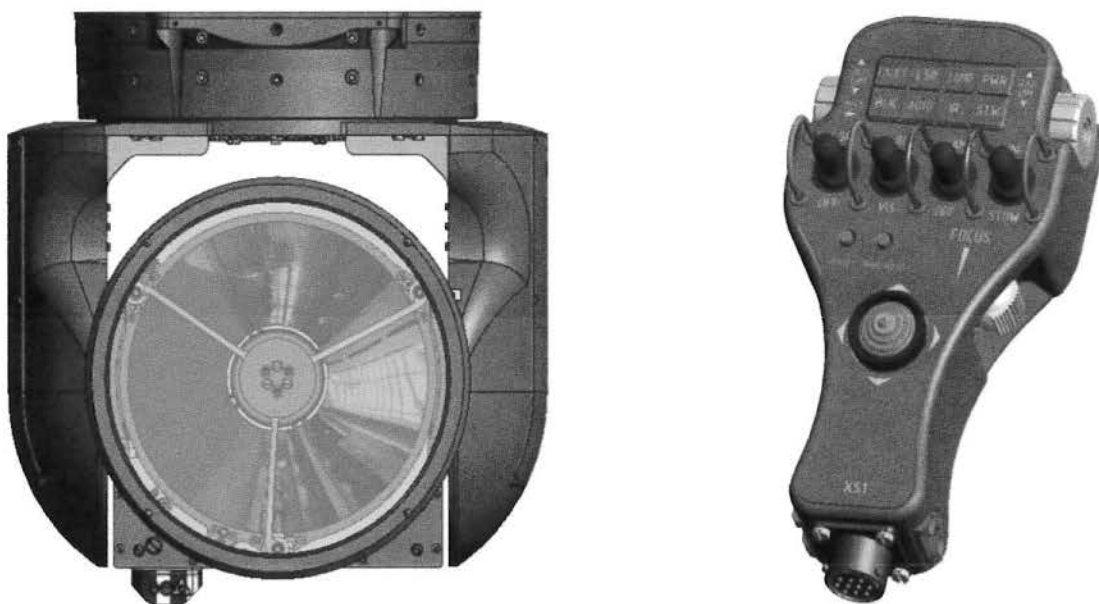


FIGURE 1 – LUMINATOR'S HSL-1600

HSL-1600 SEARCHLIGHT

VARIOUS AIRCRAFT INSTALLATIONS

Luminator's HSL-1600 has been installed on various helicopters.

Examples are shown below:



FIGURE 2 – THE HSL-1600 ON AN AS350



FIGURE 3 – THE HSL-1600 ON A BELL 206

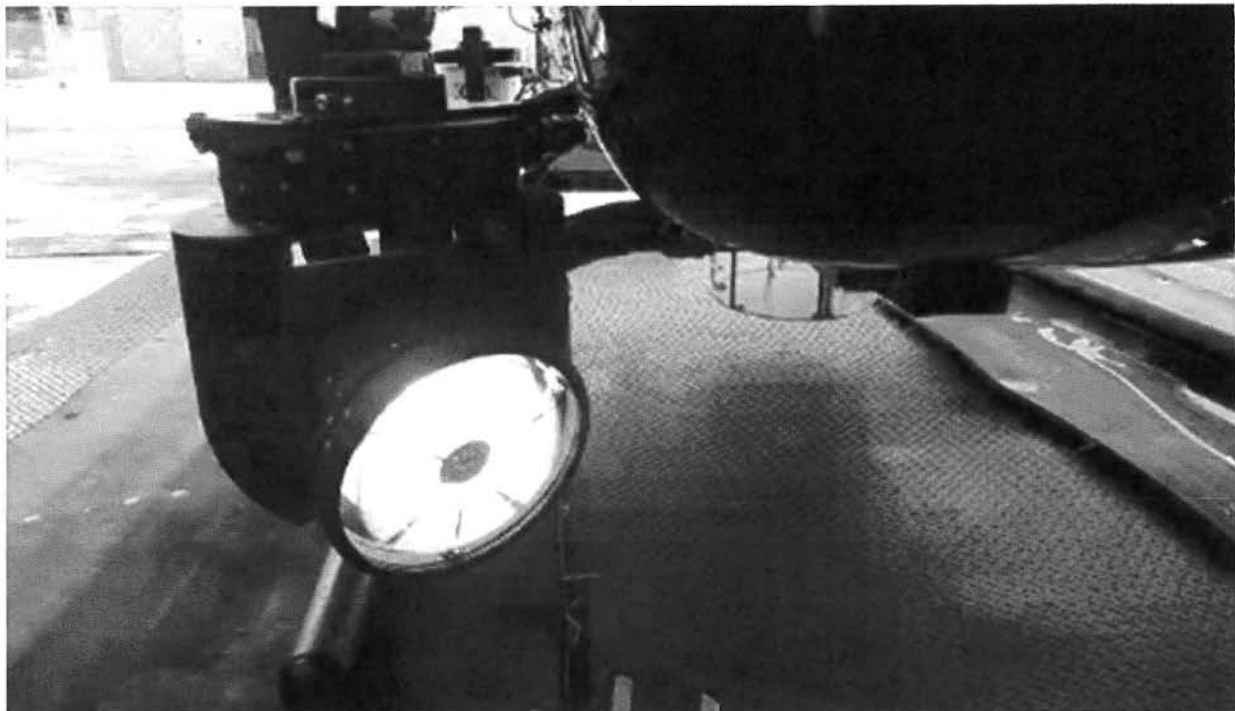


FIGURE 4 – THE HSL-1600 ON AN AIRBUS HELICOPTERS H135 P2



FIGURE 5 – THE HSL-1600 ON A MI-8/17/171



FIGURE 6 – THE HSL-1600 ON A MD500



FIGURE 7 – THE HSL-1600 ON A MIL Mi-26

CONFIGURATION

The HSL-1600 Searchlight, shown below in Figure 8, is intended for the search, detection, and identification of airborne, seaborne and ground-based objects in low light conditions by illuminating them with the controlled visible light source, as well as for covert surveillance with the use of the infrared mode (optional) and the infrared laser designator (optional).

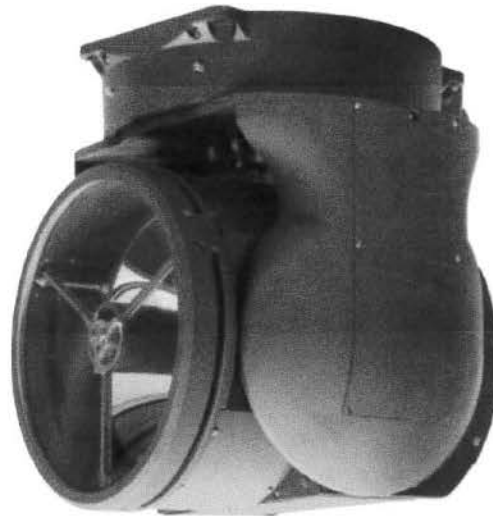


FIGURE 8 – LUMINATOR'S HSL-1600

The HSL-1600 Searchlight assembly consists of the light unit casing and power gimbal suspension. The gimbal is a U-shaped assembly consisting of the right hand support with the tilt gearbox in it, left hand support fastened on the top casing which houses the pan gearbox. Each of the gearboxes is driven by a small-sized DC motor. The front window is made of Borofloat glass capable of withstanding mechanical stress, high temperature and heat stroke. Installed in the light unit casing are the Xenon short arc lamp, reflector assembly, cooling fans, air filters, electrical motor, focus adjustment motor, power supply and the lamp control circuits. Various angles of the HSL-1600 Searchlight can be seen in Figure 9.

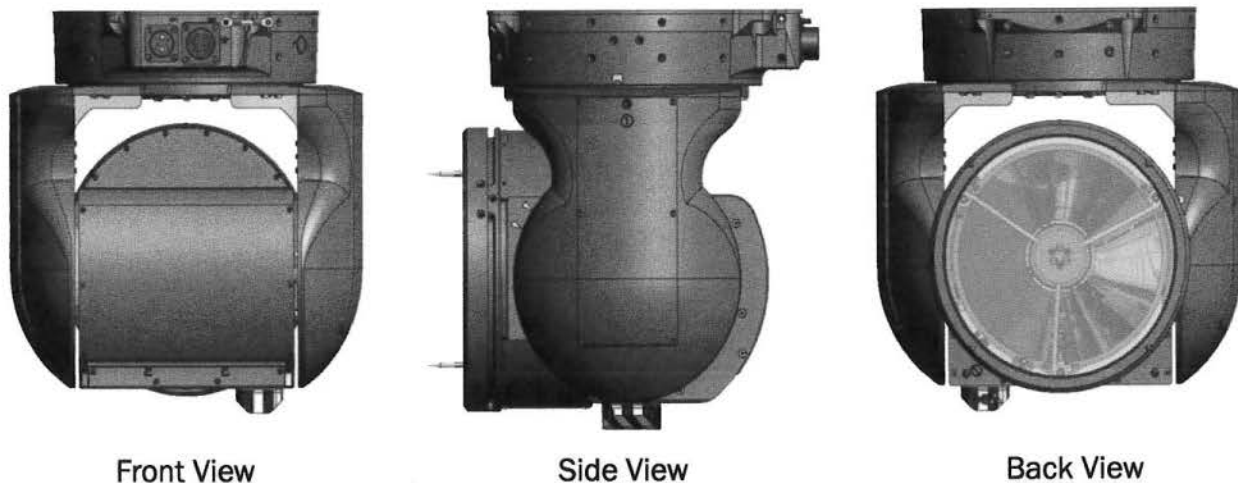


FIGURE 9 – MULTIPLE VIEWS OF LUMINATOR'S HSL-1600

SEARCHLIGHT COLOR

The HSL-1600 comes in 2 standard colors, Black and White, as shown in Figure 10 below.



FIGURE 10 – HSL-1600 STANDARD COLOR OPTIONS

INTEGRATED IR FILTER

With integrated infrared filter option (shown below in Figure 11), it also provides high-intensity infrared lighting. The IR filter is operated with the primary Xenon lamp and includes a variable IR-beam between 4° and 16°.

- Internally integrated IR filter
- Excellent long-distance IR Performance
- No external fragile IR filter parts
- No scheduled maintenance/overhaul is required
- High reliability
- No speed restriction during IR-transition
- IR-transition at all Azimuth-/Tilt angles
- Wide spectral IR-Range, supports many types of NVG and CCTV Cameras

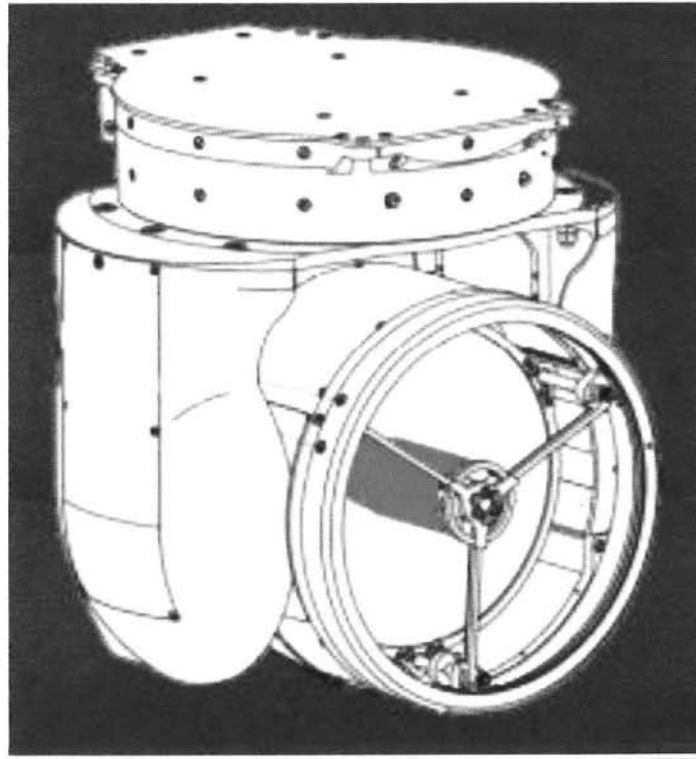


FIGURE 11 – HSL-1600 INTEGRATED IR FILTER

HAND CONTROL UNIT

The HSL-1600 Hand Control Unit (HCU), shown in Figure 12, controls the operation of the HSL-1600 Searchlight. The Hand Control Unit is intended for transmitting commands received from searchlight operator to the searchlight and for annunciating its status on the panel.

Arranged on the hand control unit (HCU) are the searchlight controls, LED indicators and panel backlighting elements. The HCU is shaped for easy control with one hand. The HCU's standard mounting is in a fixed bracket. During the operation the HCU, it can be easily be removed from its fixed bracket: "push down → pull at an angle of 10-30° degrees → pull up". To return the HCU to its place, reverse the procedure.



FIGURE 12 – HSL-1600 HAND CONTROL UNIT

HAND CONTROL UNIT – PANEL BACKLIGHT OPTION

The HSL-1600 Hand Control Unit comes with an optional panel backlight for the Hand Control Unit. But please note; if your HSL-1600 is equipped with the IR filter or IR laser, you will need a HCU with the NVIS green panel backlighting. This is because you would be blinded by the unfiltered light from HCU when using the Night Vision Goggles (NVG). The difference between the White Panel backlight and the NVIS Green panel backlight is shown in Figure 13.

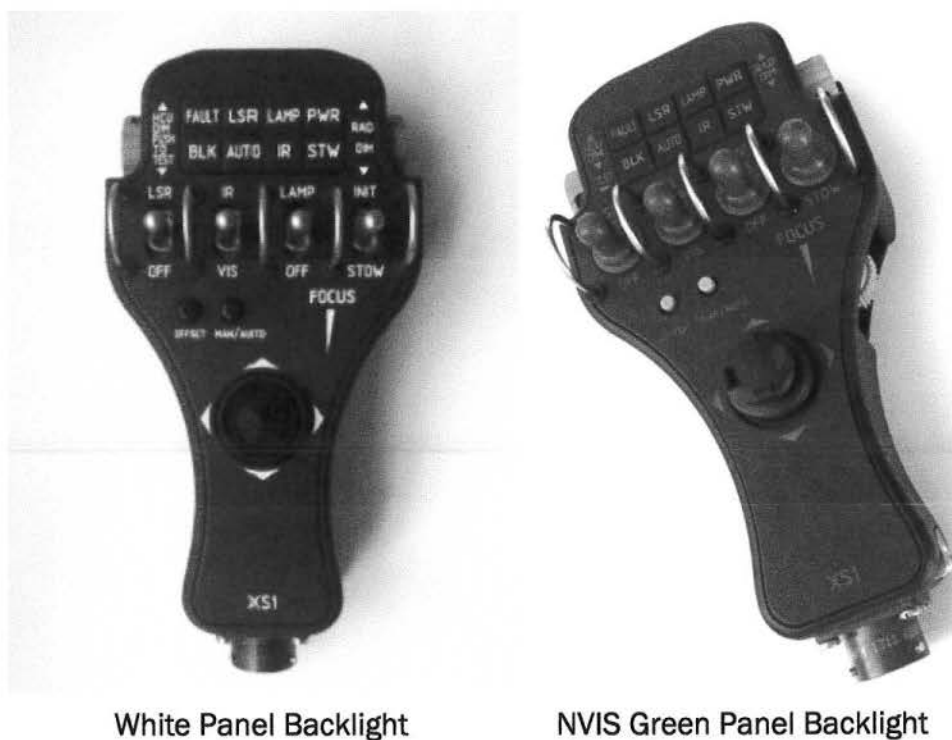


FIGURE 13 – WHITE PANEL BACKLIGHT VERSUS NVIS GREEN PANEL BACKLIGHT

HSL-1600 SEARCHLIGHT CHARACTERISTICS

Please find the high-level Characteristics of each light:

Topic	HSL-1600
IR Capability	Yes - Variable IR-beam between 4° and 16°
Searchlight Dimensions	16.8" H x 16.7" W x 16.5" L
Power Consumptions	28 VDC / 65 Amps
PEAK BEAM INTENSITY:	40-50 MILLION CANDLEPOWER
ELEVATION:	+10°/-110°
AZIMUTH	±340°
Requires additional accessories	No- All adaptors and ECU's are contained within the Searchlight Gimbal
Weight	65LBs (29.5KG) (Total System Weight)

MANUFACTURING LOCATION

All Support and Manufacture of the Searchlights will be out of our 108,000 square foot lean manufacturing facility, located in Plano, Texas, USA as shown in Figure 14, and Figure 15,



FIGURE 14 – LUMINATOR FACILITY – PLANO, TEXAS, USA



FIGURE 15 – LUMINATOR'S 108,000 SQUARE FOOT MANUFACTURING FACILITY

- Slaving - integrated, no interface box required
- Power management - integrated, no junction box required
- Cooling - redundant dual-fan
- Azimuth rotation - +/- 175° (350°) at 60°/sec max
- Elevation (tilt) range - +10°/-110° at 60°/sec max
- KEEP OUT AREA - hard stops & programmed stops can be installed

Meets All Above Specifications: Yes ☒ No ☐

Luminator Holding L.P. / Searchlight Kit P/N# 0231700-101

(Provide Manufacturer Name and Number if bidding an "equal to" product)

2 Year Product warranty

(Provide any warranty information.)

Lead time to provide and deliver product from time of receiving Purchase Order:

24 weeks from PO Reciept

(Vendor input number of days above line.)

Total Price of 11.1 items only: \$ \$116,000

11.2 Complete installation bid pricing. This Section 11.2 (installation) will be awarded to one (1) vendor. Vendor must provide pricing for each item in 11.2 in order for their bid to be considered for award. Installer must be able to install items, provide installation warranty and/or repair services within 100 miles of Fort Bend County. This requirement is not meant to restrict responses but to ensure the availability of warranty and/or repair services. Provide a copy of your A&P (Airframe & Power frame Mechanic) license and I&A (Inspector Authorization) license with your bid response. Vendors are not permitted to add additional items/work/services to their invoices.

11.2.1 Installation only of Section 11.1 / two (2) Orion Searchlights:

11.2.1.1 Install one (1) Orion Spotlight only in
Helicopter N218FB. There is no
current spotlight. Needs Dovetail
and bottom mount: \$ _____

11.2.1.2 Remove current Spectrolab spotlight and
all wiring. Install one (1) new Orion
Spotlight in Helicopter N259FB
(use existing dovetail and bottom mount): \$ _____

Total of 11.2.1: \$ _____

Initials of Bidder: _____



11.2.2 Install one (1) Vislink, 64HDX-5-NOMPEG2-NOIP-B3-NA-HDS-LPA-HDX-RC1-NV Downlink Transmitter in rear cargo area and controller in front control panel to include the below:

- Frequency, family, power
- Encoding
- IP encoding
- Encryption
- Encryption 2
- Mounting kit
- Remote control
- TX, aircraft cert arinc h.264 mpeg-4 hd/sd 5w, 6.4-6.5 ghz,dc
- No MPEG2
- No IP Encoder
- AES Encryption 256 bit + 128 bit
- No additional encryption
- KIT HDX arinc aircraft mount low profile
- DZUS mounted serial remote control w/night vision, hdx-1100

One (1) Omni Antenna, 6.4 – 7.5 GHZ, 6dbic, RCP, Horizontal Beam width 360 deg. HPBW 30 deg, max input 50W, Dimensions 1.13" Dia x 9.88" L, mount flange diameter 3.5", type N-female connector.

One (1) Integration Services, On-site setup, configuration and ramp testing of aircraft transmit system.

Total of 11.2.2: \$ _____


11.2.3 Remove all wiring from helicopter N259FB, ARS600C and install one (1) Shotover ARS-750U in dash (consists of two (2) modules per helicopter) for use with Wescam MX-10 (verify location prior to install):

- ARS Computer UPGRADE to ARS-750 (ATOM2)
- Must return the existing ARS system and data drive for replacement with the ARS-750
- Includes CONN-ATOM2, Mating Connector Kit

One (1) ARS-ATOM2

- Churchill Navigation ARS Rugged Computer
- Secondary ARS tied to primary ARS-750 in One aircraft for independent display and control of ARS at second monitor Includes CONN-ATOM2, Mating Connector Kit

One (1) SW-LTE-70-US

Initials of Bidder: 

- SW-LTE-70-US: LTE & Gigabit Wifi Router
- US- US First Net Enabled
- Includes 2 LTE, 3 Internal Wifi Antennas
- ARS Requires Setup by a Shotover representative

Total of 11.2.3: \$ _____

11.2.4 Remove current monitor (bracket remains) and install one (1) new Macro-Blue MB12W Monitor and rewire for SDI input from ARS750 computers:

- P/N: MB12W - N33142X10
- MB Q-Series Display, 12.1" Wide Screen, Landscape
- NVIS, Dual-Mode (NVIS/DAY), Meets MIL-STD 3009
- Touch Screen, P-CAP Technology
- Dual MIL-Style Knob Control, IN-Bezel, with NVIS Backlighting
- (1) VGA Input
- (4) 3G SDI Video Input
- (2) Composite Video
- (1) DVI Video Input
- 1280 x 800 WXGA Native Resolution, 1500 NITS
- Meets MIL-L-85762A for Sunlight Readability & Contrast Ratio
- 2.0 Firmware includes software for 2nd display (Q-Series) for Trainer
- 1 Year Standard Warranty Parts & Labor

One (1) Part Number 651-015_REV_A00

- Mating Connectors, J1 and J7 (Power/Communication & VGA/DVI) Q-series.

- (1) 528-001-16M11-19SA
- (1) 528-001-16M12-26SA
- (1) 528-809S060-3
- (1) 528-809S060-4 30
- Connectors for: MB10W and MB12W

One (1) Part Number 651-023

- Connector, Programming service port (Bulgin), Q-Series
- Bulgin P/N: PX0844/B/0M50/B,
- Bulgin P/N: PX0711

Total of 11.2.4: \$ _____

Initials of Bidder: _____



11.2.5 Remove current gauge clusters and install two (2) new sets of Electronics International CGR-30C Cluster Gauge Replacements one (1) in each of two (2) helicopters to fit in both dashes:

- Oil Pressure
- Oil Temp
- Fuel Quantity –Single Tank
- Amperage

Removal and Installation Price per each: \$ _____ x 2 = Total of 11.2.5: \$ _____

11.2.6 Installation only of two (2) sets of two (2) Powersonix 600 Watt Dual Horn Part # PSAIR22A in rear cargo area with rear door modifications for the speakers:

– 2 Speaker, 1 Amp Hailer

Two (2) PS-CONN-600N:

- Powersonix Connector Kit
- PSAMP600N/PSAMP800N

Two (2) PSMIC-A790:

- Power Sonix Mic FOR A790

Two (2) PS-CONN-KIT:

- Powersonix Connector Kit
- PSAIR22/32/42 Power \$ Remote

Two (2) PSCBL-RDR-A790:

- Power Sonix A790 Input Cable aux

Two (2) 081250-1-00:

- DAI#:081250-1
- TIL Loud Hailer Controller A790

Two (2) IN790:

- TIL Install KIT A790
- 099968-1

Initials of Bidder: _____



Installation price per each install: \$ _____ x 2 = Total Price of 11.2.6: \$ _____

Grand Total of 11.2/Installation: \$ _____

12.0 AWARD:

This contract will be awarded to the lowest and best bidder meeting specifications per Section.

13.0 EXHIBIT:

13.1 Exhibit A – Federal Clauses

14.0 REQUIRED FORMS:


All bidders are required to complete the attached and return with their submission:

14.1 Proof of Required Insurance (if bidding installation)

14.2 Vendor Form

14.3 W9 Form

14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: _____ 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Luminator Holding L.P.
Plano, TX United States

Certificate Number:
2023-1029215

Date Filed:
06/02/2023

Date Acknowledged:
06/13/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid 23-048
Helicopter Sustainment Part 2.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Luminator Holding L.P.	Plano, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)