

**INSTALLATION MAINTENANCE AGREEMENT
FOR ROLLS ROYCE HELICOPTER ENGINE PARTS AND
ANNUAL MAINTENANCE, REPAIR AND OVERHAUL**

BID NO. 7388

H.E.R.O.S. INC.

On this _____ day of _____, 2016, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and H.E.R.O.S. INC., a California corporation, 24834 Avenue Rockefeller, Valencia, CA 91355 ("Contractor"), mutually agree as follows:

1. Scope of Work. Contractor shall furnish all equipment and labor set forth in Bid No. 7388 to provide and perform annual maintenance, repair and overhaul, and parts for Rolls Royce Model 250-C20B helicopter engines, including compressor, gearbox and turbine, and well as reassembly and testing ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the specifications for Bid No. 7388, which specifications are incorporated herein by reference, Contractor's Proposal, dated May 26, 2016, attached hereto as Exhibit "A" and incorporated herein by this reference, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents, collectively the "Contract Documents." These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall begin on the date first written above and terminate on June 30, 2019. The term may be extended by mutual consent of the parties for (2) additional one (1) year periods. All such extensions/amendments shall be made in writing and approved by the parties. The City Manager or his designee is authorized on behalf of the City to execute any amendment subject to budgeted funds. The City may terminate the agreement upon 30 days written notice to Contractor.

3. Compensation. Contractor shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Fifty-Four Thousand Five Hundred Sixty-Three Dollars (\$354,563). Payments shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 13 hereof.

4. Extra Materials. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services and materials actually rendered.

5. Business Tax Certificate. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside, pursuant to Chapter 5.04 of the

Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. Termination/Default. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar day's written notice if:

- a. Contractor fails to promptly begin performance of the Services; or
- b. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- c. Contractor discontinues performance of the Services; or
- d. Contractor fails to make payment to subcontractors, if any, for materials or labor in accordance with applicable law; or
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a governmental authority having jurisdiction; or
- f. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- h. A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

7. Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto and incorporated herein by reference.

- a. Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance

evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

- b. Carrier Rating. Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.
- c. Subcontractor Worker's Compensation Insurance. Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

8. Contractor's Liability Insurance

- a. Minimum Scope. Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.
- c. Minimum Limits. Contractor shall maintain minimum limits of insurance as follows:
 - (1) Aviation General Liability: Contractor's aviation general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$25,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

- (2) Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or aviation general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.
- d. Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.
- e. All Coverages. The insurance policy or policies shall also comply with the following provisions:
- (1) Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
 - (2) Policies shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
 - (3). If policies are written on a claims-made basis, the certificate should so specify and the policies must continue in force for five (5) years after completion of the Project. The retroactive date of the coverage must also be listed.
 - (4) Policies shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
 - (5) All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that

the City of Riverside, and its officers and employees are added as additional insureds under this policy.”

- f. Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured’s under each policy.
- g. Contractor’s Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.
- h. Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).
- i. Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.
- j. Contractor’s Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor’s (or Subcontractors’) employee owned tools,

machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

- k. No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- l. Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by paragraphs 8 and 9 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

9. Indemnification. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of Work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10. Duty to Defend. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

12. Prevailing Wage. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein. Further, if applicable, pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and its subcontractors shall register with the Department of Industrial Relations. Registration can be accomplished through the Department of Industrial Relations website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

13. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Riverside Police Department
Attn: Aviation Unit
7020 Central Avenue
Riverside, CA 92504

Contractor

H.E.R.O.S. Inc.
Attn: Blake Davies
24834 Avenue Rockefeller
Valencia, CA 91355

14. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. General Compliance with Laws. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State and local laws and ordinances and all lawful orders, rules and regulations.

16. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

17. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

18. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

19. Government Code Claims Procedures. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Contractor further acknowledges that it must comply with the claims procedures set forth in Government Code sections 900 set seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

20. No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any

preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter
City and municipal corporation

By: _____
City Manager

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
Deputy City Attorney

H.E.R.O.S., INC., a California
corporation

By:  _____

Printed Name: BLAKE DAVIES

Title: DIRECTOR OF SALES

By: _____

Printed Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

H.E.R.O.S. INC.

By: BLD

EXHIBIT "A"
Contractor's Proposal



Riverside Police Department Air Unit

Bid No. 7388

H.E.R.O.S. Inc.	City of Riverside; Purchasing Dept.
24834 Avenue Rockefeller	Attn: Art Torres (Bid No. 7388)
Valencia CA 91355	3900 Main Street
	Riverside CA 92522

Bid No.	7388
Due Date	05/31/16
Before	3:00 PM
Project	Helicopter Mechanic Services and Parts

Riverside Police Department Air Unit**BID FORM**

BID NO. 7388

**ROLLS ROYCE HELICOPTER ENGINE PARTS
AND MRO****LEGAL BIDDER NAME: H.E.R.O.S. Inc.**

This bid is submitted in response to the Owner's Invitation to Bid and is in accordance with all conditions and specifications in this document.

Prices on Bid Form shall be for standard maintenance, repair and overhaul and parts as defined herein. Any additional parts that are deemed necessary over and above the basic overhaul after tear down and inspection of core shall be charged in accordance with parts discount offered or specific line item bid pricing, whichever applies.

Item No.	Description	(a) Unit Price	(b) Qty	UOM	(c) a*b=c (Extended Total)
1.	Overhaul – C20 Turbine Assembly- Enhanced	\$38,865	2	Each	\$77,730
2.	1750 HMI – C20 Turbine Assembly- Enhanced	\$35,224	2	Each	\$70,448
3.	Time Continued Inspection – C20 Turbine Assembly (disassemble, clean, inspect, NOT, assemble, final) and also include 150hr/300hr inspections as applicable	\$2,000	1	Each	\$2,000
4.	Overhaul – C20B PT Support	\$175	2	Each	\$350
5.	Exchange – C20B PT Support	\$4,950	1	Each	\$4,950
6.	Overhaul – C20B GP Support	\$150	2	Each	\$300
7.	Exchange – C20B GP Support	\$4,050	1	Each	\$4,050
8.	Overhaul – C20B Exhaust Collector	\$175	2	Each	\$350
9.	Exchange – C20B Exhaust Collector	\$3,525	1	Each	\$3,525
10.	Overhaul – C20B 1st Nozzle	\$150	2	Each	\$300
11.	Exchange – C20B 1st Nozzle	\$5,200	1	Each	\$5,200
12.	Overhaul – C20B 2nd Nozzle	\$200	2	Each	\$400
13.	Exchange – C20B 2nd Nozzle	\$4,250	1	Each	\$4,250
14.	Overhaul – C20B 3rd Nozzle	\$150	2	Each	\$300
15.	Exchange – C200B 3rd Nozzle	\$1,950	1	Each	\$1,950
16.	Overhaul – C20B 4th Nozzle	\$200	2	Each	\$400
17.	Exchange – C20B 4th Nozzle	\$3,575	1	Each	\$3,575

Attachment A

Item No.	Description	(a) Unit Price	(b) Qty	UOM	(c) a*b=c (Extended Total)
18.	Overhaul – C20B sump cover	\$175	2	Each	\$350
19.	Exchange – C20B sump cover	\$2,400	1	Each	\$2,400
20.	Overhaul – C20B horizontal and vertical fire shields	\$150	2	Each	\$300
21.	Exchange – C20B horizontal and vertical fire shields	\$1,475	1	Each	\$1,475
22.	Overhaul – C20B No. 1 nozzle shield	\$150	2	Each	\$300
23.	Overhaul – C20B No. 3 nozzle shield	\$150	2	Each	\$300
24.	Exchange – C20B No. 1 nozzle shield	\$1,950	1	Each	\$1,950
25.	Exchange – C20B No. 3 nozzle shield	\$350	1	Each	\$350
26.	Overhaul – C20B Combustion Section	\$650	1	Each	\$650
27.	Time Continued Inspection – C20B Combustion Section (disassemble, clean, inspect, NDT, assemble, final) and also include 150hr/300hr inspections as applicable	\$600	2	Each	\$1,200
28.	Overhaul – C20B Outer Combustion Case	\$175	2	Each	\$350
29.	Exchange – C20B Outer Combustion Case	\$2,850	1	Each	\$2,850
30.	Overhaul – C20B Discharge Tubes	\$150	2	Each	\$300
31.	Exchange – C20B Discharge Tubes	\$850	1	Each	\$850
32.	Overhaul – C20B Combustion Liner	\$200	2	Each	\$400
33.	Exchange – C20B Combustion Liner	\$1,500	1	Each	\$1,500
34.	Compressor Case Half Inspection	\$150	2	Each	\$300
35.	Overhaul - Compressor Case Halves	\$350	1	Each	\$350
36.	Exchange – Compressor Case Halves	\$8,000	2	Each	\$16,000
37.	Overhaul – C20B Compressor Assembly	\$25,486	1	Each	\$25,486
38.	Overhaul – C20B Front Shroud	\$150	2	Each	\$300
39.	Exchange – C20B Front Shroud	\$1,050	1	Each	\$1,050
40.	Overhaul – C20B Vane Diffuser	\$175	2	Each	\$350
41.	Exchange – C20B Vane Diffuser	\$975	1	Each	\$975
42.	Overhaul – C20B Compressor Front Support Assembly	\$200	2	Each	\$400
43.	Exchange - C20B Compressor Front Support Assembly	\$750	1	Each	\$750
44.	Overhaul – C20B Compressor Scroll Assembly	\$200	2	Each	\$400

Attachment A

Item No.	Description	(a) Unit Price	(b) Qty	UOM	(c) a*b=c (Extended Total)
45.	Exchange – C20B Compressor Scroll Assembly	\$1,230	1	Each	\$1,230
46.	Overhaul – C20B Rear Compressor Support Assembly	\$200	2	Each	\$400
47.	Exchange – C20B Rear Compressor Support Assembly	\$2,200	1	Each	\$2,200
48.	Overhaul – C20B Gearbox Assembly	\$8,100	2	Each	\$16,200
49.	Time Continued Inspection – C20B Gearbox Assembly (disassemble, clean, inspect, NDT, assemble, final) also include 150hr/300hr inspections as applicable	\$1,600	2	Each	\$3,200
50.	Overhaul – C20B Gearbox Cover	\$500	2	Each	\$1,000
51.	Exchange – C20B Gearbox Cover	\$3,200	1	Each	\$3,200
52.	Overhaul – C20B Gearbox Housing	\$500	2	Each	\$1,000
53.	Exchange – C20B Gearbox Housing	\$3,200	1	Each	\$3,200
54.	Overhaul – C20B Oil Filter Housing	\$350	2	Each	\$700
55.	Exchange – C20B Oil Filter Housing	\$1,200	1	Each	\$1,200
56.	Overhaul – C20B Oil Pump Assembly	\$350	2	Each	\$700
57.	Exchange – C20B Oil Pump Assembly	\$1,700	1	Each	\$1,700
58.	Overhaul – C20B Fuel Control	\$3,500	2	Each	\$7,000
59.	Exchange – C20B Fuel Control	\$6,900	1	Each	\$6,900
60.	Overhaul – C20B PT Governor	\$3,200	2	Each	\$6,400
61.	Exchange – C20B PT Governor	\$4,900	1	Each	\$4,900
62.	Overhaul – C20B Fuel Pump	\$1,750	1	Each	\$1,750
63.	Exchange – C20B Fuel Pump	\$2,000	1	Each	\$2,000
64.	Overhaul – C20B Bleed Valve	\$625	3	Each	\$1,875
65.	Exchange – C20B Bleed Valve	\$800	1	Each	\$800
66.	Overhaul – C20B Fuel Nozzle	\$650	2	Each	\$1,300
67.	Exchange – C20B Fuel Nozzle	\$1,550	1	Each	\$1,550
68.	Time Continued Inspection C20B Engine assembly, disassembly, clean, inspect as per maintenance manual for continued service and reassemble for testing. Also include 150hr/300hr inspections as applicable	\$1,600	2	Each	\$3,200

Attachment A

69.	"Over and Above" labor rate	\$55	250	hours	\$13,750
70.	Annual Training	No Charge	1	Yr	0
71.	<p>Percentage % Discount Offered From Manufacturer's List Price for all manufactured parts not specified. Estimated annual amount is \$15,000</p> <p><i>Mathematical Example ONLY:</i> $\\$40,000 - (\\$40,000 \times 20\%) = \\$32,000$ <i>Extended Total</i></p>	\$15,000	Discount offered 5%		Extended Total \$14,250

GRAND TOTAL \$343,569

USED PARTS DISCOUNT PERCENTAGE OFF MSRP= 30%

PMA PARTS DISCOUNT PERCENTAGE OFF MSRP= 20%

PROVIDE PRIMARY ADDRESS WHERE ANY OVERHAUL OR REPAIR WORK WILL BE PERFORMED

Name of Establishment	H.E.R.O.S. Inc.
City/State/Zip Code	Valencia California 91355
Street	24835 Avenue Rockefeller
City/State/Zip Code	Valencia California 91355
Telephone Number	(661) 310-8570
Contact Name	Blake Davies
FAA Repair Station Certification Number	HEFR202K
Certification Expiration Date	Indefinite

Attachment A

DELIVERY

calendar days (Maximum 45 calendar days, unless additional time is authorized)

TERMS OF PAYMENT:

1 % 10 calendar days

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW SHALL RESULT IN REJECTION OF BID.

1. Exceptions/Deviations to Bid Terms and Conditions

ATTACHMENTS WITHIN 24 HOURS OF BID OPENING (BY THREE LOWEST BIDDERS)

2. Distribution of Line Items (Attachment 1)
3. Disclosure of Ownership/Principals (Attachment 2)
4. A copy of the products current price list(s)
5. FAA Repair Station Certificate

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum. FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.

Signing the Bid Form affirms that the original Invitation or Bid document has not been altered in any way.



SIGNATURE OF BIDDER

Armen Kajbernoui

NAME OF BIDDER (PRINT OR TYPE)

(661) 522-0246 Ext 115

PHONE NUMBER OF BIDDER

(818) 265-9731

FAX NUMBER OF BIDDER

May 26, 2016

DATE

President and GM

TITLE OF BIDDER

H.E.R.O.S. Inc.

LEGAL NAME OF FIRM

24834 Avenue Rockefeller

ADDRESS OF FIRM

Valencia Ca. 91355

CITY, STATE, ZIP

Bid No. 7388

BID ADJUSTMENT SHEET

Please use the space provided to specify any changes to pricing. Be sure to show the new bid total after the adjustment(s).

The Purchasing Division will apply any adjustments shown below to the prices listed in your submitted bid package and evaluate all other bids prior to posting results.

Pricing updated on this sheet shall be considered final.

NOTE: PLEASE BE SURE CLEARLY PRINT ALL INFORMATION

Adjustment to Bid

Adjusted Price

Sales Tax applied to bid total- Parts only at 8% (\$10,994.00)

\$354,563.00

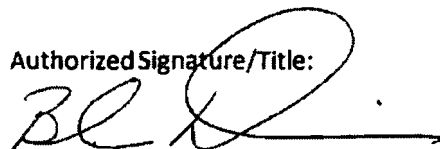
Freight- FOB Destination

No Charge

Adjusted Bid Total

\$ 354,563.00

Authorized Signature/Title:



Blake Davies - Director of Sales

Exhibit "A"

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: May 26.2016

H.E.R.O.S. Inc.

By _____

Armen Kajbernoui President/ GM
Printed Name and Title

Addendum No. 1

Bid No. 7403 - Three (3) New Ford F350 with Utility Body

Date: 02/09/16

New title: Bid No. 7403 - Three (3) New Ford F350 with Utility Body.

Updated Scope of Work: The City of Riverside Fleet Management Division is soliciting bids for Three (3) New Ford F350 with Utility Body.

- 1. New Bid Due Date 02/24/16 before 3:00 PM.**

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge this addendum by signing and printing this page, and then submit it with your final bid package before the deadline.**

Authorized Signature _____

(Sign here to acknowledge receipt of this addendum)

A handwritten signature in black ink, appearing to be 'G. M.', is written over the signature line.

Addendum No. 2

Bid No. 7388 – ROLLS ROYCE HELICOPTER ENGINE PARTS AND MRO

Date: 05/13/16

Notice

This addendum forms part of the contract documents for the above project and modifies the original specification. All portions of the contract documents not specifically modified in this addendum remain in full force and effect. Bidders are hereby notified of the following changes to the bid documents.

- 1) This Addendum consist of 6 pages with Attachment "A" Specs will be added to the bid.
- 2) Addendum No. 1 requirements are not required.

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge this addendum by signing and printing this page, and then submit it with your final bid package before the deadline.**



Authorized Signature _____

(Sign here to acknowledge receipt of this addendum)

Addendum No. 3

Bid No. 7388 Helicopter Mechanic Services & Parts

Date: 05/25/16

Bidders are hereby notified of the following changes to the Bid documents for the above referenced project:

1. New Sample Agreement.
2. Payment and Performance Bonds are not required

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge this addendum by signing and printing this page, and then submit it with your final bid package before the deadline.**

Authorized Signature _____

A handwritten signature in black ink, appearing to be 'C. M.', is written over the signature line.

(Sign here to acknowledge receipt of this addendum)

Bid No. 7388

Attachments

Attachment A – Specs

Attachment B – Sample Agreement

BIDDER INFORMATION:

DATE: May 26, 2016

TELEPHONE: (661) 310-8570
(Area Code)

CITY BUSINESS TAX REGISTRATION (if available)

IS BIDDER A CERTIFIED DBE: Y N
(Circle One)

BIDDER'S NAME, ADDRESS & PHONE

H.E.R.O.S. Inc.

24834 Avenue Rockefeller

Valencia Ca. 91355

The Bidder shall be required to provide a signed copy of the following documents to the Purchasing Department prior to bid opening:

- Any additional documents or information called out in the specifications

Any Bidder who fails to acknowledge all addenda will be declared non-responsive and their bid will not be considered.

****Acknowledge any addenda received here:**



NON-COLLUSION AFFIDAVIT

I state that I am Director of Sales of H.E.R.O.S. Inc.
(Title) (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

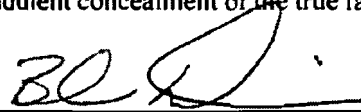
(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) H.E.R.O.S. Inc., its affiliated, subsidiaries, officers, directors, and
(Name of Firm)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that H.E.R.O.S. Inc. understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment of the true facts relating to the submission of proposals for this contract.


Signature
Blake Davies Director of Sales

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

(Notary Public)
My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)On May 27 2016 before me, Mikhaila Jade Labick, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Blake Davies
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mikhaila Jade Labick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number HEFR202K

This certificate is issued to

H.E.R.O.S., Inc.

whose business address is

24834 Avenue Rockefeller
Valencia, California 91355

DUPLICATE

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* Repair Station

with the following ratings:

Limited Accessory
Limited Powerplant
Limited Specialized Service (03/13/01)

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect indefinitely.*

Date issued:

December 13, 1988

By direction of the Administrator

Richard H. Swanson
Manager, WP-FSDO-01

**This Certificate is not Transferable, and any major change in the basic facilities, or in the location thereof,
shall be immediately reported to the appropriate regional office of the Federal Aviation Administration**

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both