

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089888-22-W

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089888-22-W (Contractor).

RECITALS

On or about 4/27/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to furnish Helicopter Original Equipment Manufacturer Parts and As-needed Helicopter Maintenance Service for Fire-Rescue Department as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Fire-Rescue Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Chuck MacFarland, Chief of Air Operations
4302 Ponderosa Ave., San Diego, CA 82123
619-602-6372
cmacfarland@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on either October 11, 2022 or the Effective Date, whichever is later. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s) beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$10,400,000.00. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing Schedule

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Rotorcraft Support, Inc.
Proposer

BY:



67 D Street
Street Address

Print Name:

Fillmore, CA 93015
City


Matthew Vespi
Chief Financial Officer

(818) 997-7667
Telephone No.

Date Signed: December 2, 2022

teri@rotorcraftersupport.com
E-Mail

BY:


Signature of
Proposer's Authorized
Representative

Approved as to form this 2nd day of

December, 2022.
MARA W. ELLIOTT, City Attorney

Phillip G. DiFiore
Print Name

BY: 
Deputy City Attorney

President
Title

5/12/2022
Date

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer considers any part of its proposal confidential, proprietary or otherwise exempt from disclosure under the CPRA, proposer must also submit a redacted version of the proposal at the time of proposal submittal. In addition, the proposer must provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer submits a redacted proposal, the City may protect such information and treat it with confidentiality to the extent permitted by law. If the proposer does not provide a redacted proposal and/or fails to provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but

is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	<u>20</u>
1. Proposer addressed all of City’s questions and provided all required forms.	
2. Proposer’s understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Proposer’s previous experience in providing the goods or services requested.	
B. Responses to Specifications.	<u>40</u>
1. Proposer primary location is within 150 miles of San Diego, CA.	
2. Proposer is a FAA Certified Repair Station with the following ratings: Limited Airframe, Limited Engines, Limited Nondestructive Testing, Limited Instrument, Limited Radio and Limited Accessory.	
3. Proposer is a Bell Helicopter Customer Service Facility approved to perform Field Maintenance, Component Overhaul and Tailboom Repair on Bell 212 and Bell 412 helicopters.	
C. Proposer's Capability to provide the services and expertise and Past Performance.	<u>30</u>
1. Relevant experience of the proposer and its subcontractors	
2. Previous performance of the proposer and its subcontractors on similar projects	
3. Other pertinent experience	
4. Past/Prior Performance	
5. Capacity/Capability to meet the City of San Diego needs in a timely manner	
D. Price.	<u>10</u>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u>100</u>
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	<u>12</u>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u>112</u>

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an

accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City of San Diego Fire-Rescue Department's (SDFD) Air Operations Division currently operates one (1) Bell 212 HP D/F, one (1) Bell 412 E/P, and one (1) Sikorsky S70i FIREHAWK twin-engine gas turbine helicopter designed and outfitted for multi-mission applications to provide primary fire, rescue, and emergency medical services (EMS) to the citizens and visitors of the City of San Diego (City) and region. This RFP is being issued to solicit proposals from qualified firms and arrive at a maintenance and services Contract in accordance with the scope of work, objective, and requirements specified in this RFP. The resulting contract is for augmentation helicopter mechanics, component overhauls, heavy maintenance, Original Equipment Manufacturer (OEM) parts, computerized maintenance tracking, and logistical support as further specified below.

B. OBJECTIVE

It is the City's intent, on behalf of the City's SDFD, to award a service contract for the maintenance, component overhaul and logistical support of the SDFD's Bell 212 HP D/F and Bell 412 E/P aircraft which represents best overall value to the City, meeting the specifications and requirements of this RFP.

C. METHOD FOR ORDERING

The City will use electronic procurement (e-procurement) services from third-party provider such as SAP Ariba. Proposers shall state their ability to accept and process orders from e-commerce systems on their submittal.

D. QUALIFICATIONS

Proposer shall be a Federal Aviation Administration (FAA) Certified Repair Station and Bell Helicopter Customer Service Facility authorized to provide service, component overhaul, and structural repairs on Bell 212 and Bell 412 series helicopters.

Proposer shall have an FAA Designated Airworthiness Representative on staff.

Proposer shall maintain a principal maintenance location within 150 miles from the City of San Diego.

E. REQUIRED SERVICES

Proposer shall perform the following services:

1. Proposer shall provide as-needed facilities and as-needed personnel to perform repairs and overhaul of dynamic components in accordance with FAA and Airframe and engine manufacturers' recommended maintenance practices.
2. Proposer shall provide as-needed augmentation helicopter mechanics to support City helicopter mechanics at City's helicopter maintenance facility if

requested by the City. The mechanics shall be provided within 72 hours of the City's request.

3. As approved by SDFD, Proposer will purchase OEM parts as may be required by SDFD. The City shall pay the Proposer for actual costs as referenced in the Pricing Schedule.

F. TECHNICAL SPECIFICATIONS

SDFD's aircraft fleet presently consists of one (1) Bell 212 HP/DF, one (1) Bell 412 EP helicopter and one (1) Sikorsky S70i FIREHAWK, tail numbers N281SD, N282SD and N283SD respectively. The City is soliciting RFPs from Proposers that are in the business of providing helicopter maintenance, and supplying Bell 212 HP D/F and 412 E/P OEM replacement parts and additional parts and services that may be requested and that Proposer can supply through their normal supply chain.

SDFD reserves the right to add or remove aircraft from its fleet as mission requirements dictate during the period of this contract. As a result, there may be increases, decreases, or skill changes in personnel required to maintain and operate SDFD's aircraft.

These specifications are intended to describe the work to be performed, the materials to be supplied and associated requirements. To be considered, proposals must substantially comply with all specifications, provided each deviation is stated and the substitutions are described. The City reserves the sole right to accept or reject any substitutions or exceptions.

1. **Helicopter Maintenance, Non-OEM Parts, and Technical Experience.**
Proposer will establish and maintain the following maintenance schedules, documentation, and compliances:
 - a. The Proposer shall maintain a written file and database that contains all manufacturer's criteria for any component/part/structure that would be considered inclusive in the standard Bell 212 D/F and 412 E/P manufacturing as well as any after-market component/part/structure. The manufacturer criteria will include, but not be limited to, inspection and preventative maintenance compliance specifications and overhaul/repair and out of service criteria.
 - b. The Proposer shall maintain a written file and database that includes all Pratt and Whitney specific programs that are specific to both Pratt and Whitney PT6T-DF and PT6T EP engines. This includes, but is not limited to, all service manuals, ESP, inspections, preventative maintenance, and records.
 - c. Any Airframe and Power-plant ("A&P") technician assigned to maintain SDFD's aircraft shall have at least five (5) years of helicopter experience with not less than two (2) years of experience with Bell 212 HP/DF and 412 EP helicopters.
 - d. When requested by SDFD, Proposer shall provide as-needed Bell OEM parts required to perform the described maintenance. No previously used parts, nor non-OEM parts, shall be installed

without the prior written approval of the SDFD Air Operations Chief. In the event SDFD gives Proposer prior written approval for installation of used/overhauled parts, said used/overhauled parts shall have a complete written history available prior to installation. The written history shall be provided to SDFD prior to installation of the used/overhauled parts.

G. REQUIRED CERTIFICATIONS

1. Proposer shall possess and maintain a valid FAA approved Repair Station (Federal Aviation Regulations (FAR) Part 145) certificate.
2. Proposer shall only use FAA certified Airframe and Power plant (A&P) mechanic(s) in performing the services under Journey Level Technicians, as long as they are supervised by the Lead Maintenance Technician.

H. OEM PARTS

Proposer shall furnish, with their RFP submittal, evidence that they have been regularly engaged in the business of selling all required OEM replacement parts for the last three (3) years and that they are fully prepared with the necessary capital and materials to perform the work required under the terms of this RFP. The City reserves the right to request additional documentation and references.

I. INVOICING

Invoices shall be submitted to the addresses shown on any Purchase Order and shall include copies of all sub-contractor invoices. Invoices must be submitted monthly and no later than the 15th day of the month.

Proposer shall submit invoices with the following information:

1. Itemized labor cost by aircraft type;
2. Overtime hours and cost by aircraft type;
3. Parts costs by aircraft type;
4. Sublet repair cost;
5. Freight costs (copies of the freight bills provided as a separate document);
6. Sales tax;
7. Applicable Mileage at the California State rate;
8. Travel and per diem, requested and authorized by City, at the California State rate;
9. A copy of the time sheets/cards and any other supporting data such as sublet repair costs shall be supplied with the invoices.

J. REGULAR WORKING HOURS, HOLIDAY SCHEDULE

City's regular workdays are Monday through Friday. Regular working hours typically start between 6:00 a.m. P.T. and end at 6:00 p.m. P.T. The City reserves the right to adjust, or request specific, working hours to meet the needs of the City.

Following is a List of City Holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veterans' Day Holiday
Cesar Chavez Day	Thanksgiving Day
Easter	Christmas Day
Memorial Day	

K. EMERGENCY CALLS

Proposer shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours.

A twenty-four (24) hour emergency telephone number shall be provided by the Proposer for this purpose.

L. ADDITIONAL INSURANCE.

In addition to the insurance required in the City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts (Exhibit B), Article VII, (Indemnification and Insurance), the following additional insurance is required, and Proposer shall provide proof of said insurance to the City, or City's designated representative, within ten (10) days following the issuance of the Notice of Intent to Award letter.

1. The limits stated in the Commercial General Liability (CGL) insurance requirements in the General Contract Terms and Provisions providing coverage liability arising from any and all bodily injury, personal injury, advertising injury or property damage is hereby increased to the amount of TWENTY-FIVE MILLION DOLLARS (\$25,000,000) per occurrence with no annual aggregate. There shall be no endorsement or modification of the GL limiting the scope of coverage for either Insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
2. Hanger Keeper Insurance for TWENTY MILLION DOLLARS (\$20,000,000).

M. PRICING SCHEDULE

The quantities of the items listed in the pricing schedule are annual estimates and are not guaranteed. Any variations for these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

Proposers shall complete the pricing schedule in its entirety in the City's eBidding system to be considered responsive. Unit prices shall be based on the Unit of Measure (U/M), as specified in the pricing schedule. Any changes to the U/M made by the Proposer may be

cause for the proposal to be rejected as non-responsive. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item. Applicable taxes should not be included in pricing.

As approved by SDFD, the Proposer will purchase as-needed parts and overhaul all components. The City shall pay the Proposer for actual costs as referenced in this section.

1. City will furnish all fuel, oil and consumables for City's vehicles and aircraft.
2. Freight will be Prepaid, FOB Destination for all orders shipped Standard 2nd Day by common carrier. City shall pay freight costs for all spares ordered with expedited, AOG, oversized or specialized shipping requirements. City shall pay freight in/out for all Exchanges, Repairs and Overhauls.
3. City shall be the sole recipient of any warranties, discounts, training, promotions or other incentives offered by Proposers' subcontractors or suppliers.

Administrative fee, if any, for purchases of parts and/or Sub-contractor's services, overhaul, and repair of parts, parts pieces and components obtained from subcontractor through Proposer: _____% ABOVE PROPOSERS'S COST (Note: This information will not be considered in the award evaluation.)

DISCOUNT OFF MANUFACTURER'S PREVAILING PUBLISHED PRICE LIST

Proposer shall make available for City purchase Helicopter OEM and shall be based on the current release of vendor's Published Pricing Catalog or other source, less vendor's discount listed below. Proposer will provide the following discount percentage for items listed in the catalog or other source. The City estimates spending approximately \$400,000 per year in parts. (Note: This information will not be considered in the award evaluation.)

Manufacturer	Discount Off of List Price
Bell 212 and 412 Parts New	%
Bell Overhauled/Serviceable/Exchanges	%
Pratt and Whitney	%
Honeywell	%
Other New Parts	%
Loaned/Rented Components	%
Logistics Support/Hangar	%

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10089888-22-W

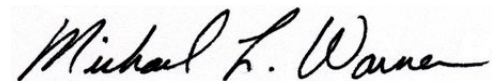
Closing Date: May 20, 2022
@ 2:00 p.m.

Proposal for furnishing the City of San Diego with **Helicopter Original Equipment Manufacturer (OEM) Parts**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet.
2. Remove the original Signature Page (pg 3) and replace with the attached Addendum A, Signature Page.
3. Remove the original Exhibit B, Scope of Work and replace with the attached Addendum A, Exhibit B, Scope of Work. (Note: Sentence removed from Section A Background.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Michael L. Warner
Supervising Procurement Contracting Officer
Purchasing and Contracting

May 5, 2022



**Request for Proposal (RFP) to
Furnish City of San Diego with Helicopter Original Equipment Manufacturer Parts and As-
needed Helicopter Maintenance Service for Fire-Rescue Department
Addendum A**

Solicitation Number: 10089888-22-W

Solicitation Issue Date: April 27, 2022

Pre-Proposal Conference: No Pre-Proposal Conference will be held.

Questions and Comments Due: May 4, 2022 @ 12:00 p.m.

Proposal Due Date and Time (Closing Date): May 20, 2022 @ 2:00 p.m.

Contract Terms: Five (5) years beginning on either October 11, 2022 or the Effective Date, whichever is later, with five (5) additional one (1) year period(s), as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions

City Contact: Michael Warner
Supervising Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA 92101
MWarner@sandiego.gov
(619) 236-6154

Submissions: Respondent is required to provide One (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.



CITY OF SAN DIEGO FIRE DEPARTMENT
RFP NO. 10089888-22-W
HELICOPTER OEM PARTS AND AS-NEEDED MAINTENANCE SERVICE



**Supporting the World in the
Past, Present & Future**



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City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Helicopter OEM Parts and As-Needed Helicopter Maintenance Service for Fire-Rescue Department

B. BIDDER/PROPOSER INFORMATION:

Rotorcraft Support, Inc.			
Legal Name	Fillmore	DBA	93015
67 D Street	City	CA	Zip
Street Address	(818) 997-7667	State	(818) 997-1513
Teri Neville, Vice President	Phone	Fax	
Contact Person, Title			

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Phillip G. DiFiore	President
Name	Title/Position
Fillmore, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparation of bid	
Interest in the transaction	

Teri Neville	Vice President
Name	Title/Position
Woodland Hills, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparation of bid	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/24/1986 State of incorporation: California

List corporation's current officers: President: Phillip G. DiFiore
Vice Pres: Teri Neville
Secretary: Phillip G. DiFiore
Treasurer: Phillip G. DiFiore

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>100</u>	<u>100</u>	<u>0</u>
b. Number of nonvoting shares:	<u>0</u>	<u>0</u>	<u>0</u>
c. Number of shareholders:			<u>0</u>
d. Value per share of common stock:		Par	\$ <u> </u>
		Book	\$ <u>61.00</u>
		Market	\$ <u>0.00</u>

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of the West

Point of Contact: Kellie M. Hardick

Address: N/A

Phone Number: (818) 728-3629

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 2006009905 Year Issued: 2021

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Los Angeles County Fire Dept.

Contact Name and Phone Number: Dennis Blumenthal, 818-890-5777
Contact Email: dennis.blumenthal@fire.lacounty.gov
Address: 67 D Street, Fillmore, CA 93015
Contract Date: January 1, 1990
Contract Amount: \$ 200,000.00
Requirements of Contract: Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures & completions

Company Name: Orange County Fire Dept.
Contact Name and Phone Number: John Wilson, 717-522-4141
Contact Email: JohnWilson@ocfa.org
Address: 3900 Artesia Ave. Fullerton, CA 92833
Contract Date: January 1, 2004
Contract Amount: \$ 150,000.00
Requirements of Contract: Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures & completions

Company Name: Chicago Fire Department
Contact Name and Phone Number: Bernard Jiricek, 312-747-8451
Contact Email: Bernard.Jiricek@cityofchicago.org
Address: 3954 E. Foreman Dr. Chicago, IL 60617
Contract Date: March 10, 2016
Contract Amount: \$ 800,000.00
Requirements of Contract: Helicopter maintenance, avionics, spares, structures, repairs, exchanges

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: SEE ATTACHED

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT: SEE ATTACHED

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Teri Neville, Vice President



5/25/2022

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Teri Neville, Vice President

Print Name, Title



Signature

5/25/2022

Date



SUBCONTRACTING

Subcontracting on this contract will be very different that the standard subcontracting as outlined in the Contractor Standards. RSI does not contract ahead of time for a set project. The SDFD unit will determine what services are needed and the RSI administrative team then researches to find the best quality and the best price. These findings are presented to the SDFD Air Unit who will make the final decision.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Rotorcraft Support, Inc.

Certified By Phillip G. DiFiore Title President



 Name

 Signature

Date 5/12/2022



RFP No. 10089888-22-W

EXECUTIVE SUMMARY

Thank you for the opportunity to present our credentials. Rotorcraft Support, Inc. is enthusiastic to continue our relationship with the San Diego Fire Department and feel confident we can continue to meet and exceed all safety and service requirements.

In its 36 year history, Rotorcraft Support, Inc. has built an unparalleled reputation for quality, safety and service and has become the finest maintenance facility in the Western Region. Our excellence has been recognized by most of the major helicopter manufacturers who have appointed RSI as their approved Customer Service Centers including Bell Helicopter, Airbus Helicopters, Sikorsky, Agusta Helicopters, MD Helicopters, Schweizer and Robinson Helicopters.. Since a ranking system was first instituted in 2009, Rotorcraft Support has received the highest category from Bell Helicopter for their class of CSF's. In addition, Rotorcraft Support, Inc. is an approved dealer for many of the major helicopter accessory companies including Garmin, Technisonic, Chelton, Sagem, Concorde and Northern Airborne to name a few. Rotorcraft Support, Inc. engages in an ongoing self-audit and quality control process that ensures we continue to perform at the highest level possible.

RSI is a full service facility offering almost every level of helicopter service with in-house capabilities. Our Operations Specifications (attached to this Bid) are included to provide a complete picture of our capabilities. Our wide range of in-house resources allows us to complete tasks quickly and efficiently without the need to obtain quotes from third party vendors. This reduces cost and allows the aircraft to be returned to service quicker.

Because of our hard work and dedication, Rotorcraft Support, Inc. has long been the choice of regional government fire and law enforcement agencies for their helicopter support needs. We fully understand the special requirements that these vital organizations need to continue to provide the essential services to their communities.

Rotorcraft Support, Inc. has been a California corporation for over 36 years. We have been a productive contributor to our local economy both as employer and taxpayer. We are proud San Diego taxpayers and hope that status continues in the future. As a Southern California business our close proximity to San Diego has a multitude of benefits to offer the San Diego Fire Department. We only require a minimum of advance notice to provide additional labor or tooling for special or major projects requiring capabilities beyond the capacity of the SDFD facility.

Additionally, we can offer very quick turnaround times for spares that are in our inventory. RSI's close relationship to other local government agencies has benefited SDFD in the past as we have been able to arrange for the loan of critical spares in AOG situations.

For over twenty years, Rotorcraft Support, Inc. has proven that it can provide exemplary helicopter support and maintenance and can continue to support SDFD's helicopter fleet at the highest level. Close communication and adherence to the Bell Helicopter Customer Service Center standards will ensure the San Diego Fire Department continues its outstanding commitment to providing services to the greater San Diego community.

67 D Street, Fillmore, California 93015-1668 • (818) 997 7667 • Fax (818) 997-1513

www.rotorcraftsupport.com • F.A.A. Certificate YT2R331L



RFP No. 10089888-22-W

SPECIFICATIONS

Rotorcraft Support, Inc. is currently, and will be able to provide all the maintenance and services support necessary to maintain one Bell 212 HP, one Bell 412, and one Sikorsky S-70 Firehawk helicopter at the San Diego Fire Department facility at Montgomery Field in San Diego, California. RSI has a valid FAA repair station certificate and is an approved Bell Helicopter Customer Service Center. The aircraft will be maintained in accordance with all appropriate FAA, Bell Helicopters and industry standard requirements.

Phillip G. DiFiore is the President of RSI and is a full time FAA Designated Airworthiness Representative.

RSI's Fillmore Heliport headquarters is located 130.3 nautical miles from the Montgomery-Gibbs Executive Airport.

Rotorcraft Support, Inc. does, and shall continue to, perform an ongoing review of aircraft and engine logbooks to ensure complete and accurate entries are made, life-limited component use times are accurately recorded and to ensure any spare components are properly tagged (serviceable, non-serviceable, repairable) and identified.

Rotorcraft Support, Inc. has access to aviation databases which enable research of FAA Regulations, Aircraft Repair Manuals, Airworthiness Directives, Service Bulletins and any other pertinent aviation information deemed necessary. RSI will arrange for the SDFD to begin a subscription to a publication database on an annual basis.

Rotorcraft Support, Inc. has extensive experience in all levels of helicopter maintenance for the Bell 212, 412 and S-70 models. This encompasses Level 1, basic scheduled inspections, as well as general related troubleshooting and preventative maintenance. We have our own in-house component overhaul department as well as comprehensive avionics, structural, non-destructive testing and spares support for the Bell Medium models.

Rotorcraft Support, Inc. has been fortunate to have been a provider for the SDFD's helicopter maintenance since 2005. Therefore, RSI is well aware of the specific needs and requirements of the department. Currently, RSI is also the maintenance provider for the San Diego Police Department. As a local provider of maintenance to both the SDPD and the SDFD, RSI has been able to offer the City of San Diego the benefit of combined maintenance efforts afforded by this close proximity. We have offered our Fillmore heliport hangar to the SDFD for large scale projects. This has the benefit of an increased labor force and immediacy of access to required spares and accessories for a quicker turn-around time. In extreme AOG situations, our location allows for spares response as quick as 3 hours, where more distant vendors' response time is 48 hours or greater.

Certificate and Letter of Authority (CLOA)



U.S. Department
of Transportation
**Federal Aviation
Administration**

2/19/2022

Designated Airworthiness Representative (DAR-T) Certificate and Letter of Authority

Dear Phillip Difiore,

Phillip Difiore is authorized to exercise the privileges of a Designated Airworthiness Representative (DAR-T) with specific limitations cited herein. Your assigned designation number is 358369433. You are permitted to perform activities on behalf of the Federal Aviation Administration (FAA) in accordance with the authorizations defined on this Certificate Letter of Authority (CLOA).

This document is valid as of 2/19/2022. The authorizations indicated within this document are valid only as they correspond with the information contained in the Designee Management System (DMS). Please utilize DMS to verify current authorizations and limitations. Your authority expires on 3/31/2023.

The authorizations listed on this CLOA supersede any previously granted authorizations and are valid until surrendered, suspended, superseded, or upon termination of your designation. If this designation is tied to your employment with a specific organization, it is only valid with continued employment by that organization.

The authority that has been granted to you under this designation is a privilege, not a right, and may be terminated or revoked at any time for any reason deemed appropriate by the FAA Administrator.

If you choose to surrender your authorization, please use the option available within DMS.

Sincerely,
Victor Goodell

Official Letter of Authority as of 2/19/2022

Designated Airworthiness Representative (DAR-T)

Designee Name:

Phillip Difiore

Facility Address:

rotorcraft support, inc, 67 D Street, Fillmore, California, 93015, United States

DMS Designee Number:

358369433

Date of Designation:

3/21/2018

Designation Expiration:

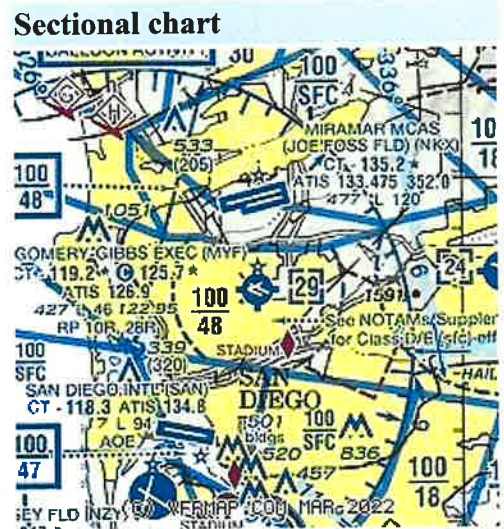
3/31/2023

Authorization Details

Authorization (Function Codes)	Limitation
104 - (Issue recurrent standard airworthiness certificates (including amended or replacement certificates), and special flight permits for the purposes outlined in 14 CFR 21.197(a)(1)(2)(4), and § 21.197(b), for U.S.-registered rotorcraft.)	Special Flight Permits not authorized.
112 - (Issue recurrent/original special airworthiness certificates (including amended or replacement certificates), and special flight permits for the purposes outlined in 14 CFR part 21, Sect. 21.197(a)(1)(2)(4), and 21.197(b), in the primary category for U.S.-registered aircraft.)	Special Flight Permits not authorized. Amended and Replacement Airworthiness Certificates only. Rotorcraft only.

to share? If so, please [send us your photo](#).

	RUNWAY 10R	RUNWAY 28L
Latitude:	32-49.015305N	32-48.778380N
Longitude:	117-08.722272W	117-08.120297W
Elevation:	414.0 ft.	421.2 ft.
Traffic pattern:	right	left
Runway heading:	101 magnetic, 115 true	281 magnetic, 295 true
Markings:	basic, in good condition	basic, in good condition
Runway end identifier lights:	no	yes
Touchdown point:	yes, no lights	yes, no lights



Runway 5/23

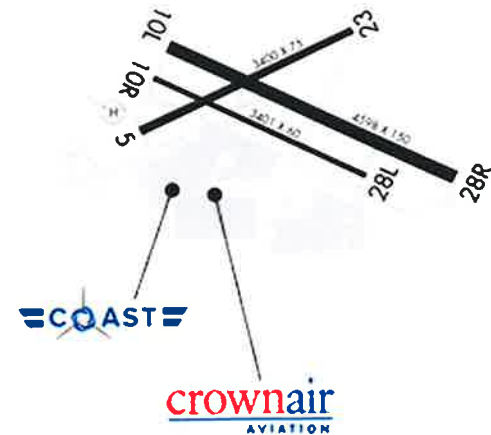
Dimensions:	3400 x 75 ft. / 1036 x 23 m	
Surface:	asphalt/treated/rubberized friction seal coat, in excellent condition	
Weight bearing capacity:	PCN 37 /F/B/Y/T	
Single wheel:	12.0	
	RUNWAY 5	RUNWAY 23
Latitude:	32-48.891410N	32-49.128383N
Longitude:	117-08.760575W	117-08.158805W
Elevation:	415.8 ft.	425.4 ft.
Traffic pattern:	left	left
Runway heading:	051 magnetic, 065 true	231 magnetic, 245 true
Displaced threshold:	390 ft.	no
Markings:	basic, in good condition	basic, in good condition
Runway end identifier lights:	no	no
Touchdown point:	yes, no lights	yes, no lights

Helipad H1

Dimensions: 48 x 48 ft. / 15 x 15 m

Airport diagram

CAUTION: Diagram may not be current



[Download PDF](#)
of official airport diagram from the FAA

Airport distance calculator

From [CN67-](#) Rotorcraft Support Inc/RSI Heliport
To KMYF- Montgomery-Gibbs Executive Airport

130.3 nautical miles SE
Initial true course: 136

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number YT2R331L

This certificate is issued to

ROTORCRAFT SUPPORT, INC.

whose business address is

**67 D Street
Fillmore, California 93015**

*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*

with the following ratings:

**Limited Airframe
Limited Engines
Limited Nondestructive inspection testing and processing (09-01-93)
Limited Instrument (06-25-01)
Limited Radio (06-25-01)
Limited Accessory (06-03-03)**

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

Date issued:

**April, 18, 1986
Reissued: August 13, 2019**

By direction of the Administrator


**VICTOR L. GOODELL, Manager
AFG -VNY- 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

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	02/11/2016	08/13/2019	8
003 Ratings and Limitations	04/03/2017	08/13/2019	26
004 Summary of Special Authorizations and Limitations	09/23/1998		0
007 Designated Persons	12/19/2006		0
101 Additional Fixed Locations	11/16/2004		0
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	08/13/2019	4

A001 . Issuance and Applicability

HQ Control: 02/11/2016

HQ Revision: 05e

a. These operations specifications are issued to ROTORCRAFT SUPPORT INC, a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:
67 D Street
Fillmore, California 93015

Mailing Address:
67 D Street
Fillmore, California 93015

b. The holder of these operations specifications is the holder of certificate number YT2R331L and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. The repair station specified on these operations specifications and located within the United States performs maintenance and/or an alteration of aircraft and/or aeronautical products to be installed on aircraft under the terms and conditions of the U.S./EU Safety Agreement, Annex 2, Maintenance, between the FAA and the EU.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

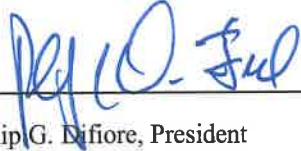
Delegated authorities: None

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Rex E Hallesy, Principal Maintenance Inspector (WP01)
[1] SUPPORT INFO: Address Change
[2] EFFECTIVE DATE: 8/13/2019, [3] AMENDMENT #: 8
DATE: 2019.08.08 15:45:15 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Phillip G. Nifiore, President



Date

A002 . Definitions and Abbreviations

HQ Control: 12/14/2017

HQ Revision: 05d

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

BASA	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
Certificate Holder	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
CAAS	Civil Aviation Authority of Singapore
CFR	Code of Federal Regulations
Class Rating	As used with respect to the certification, ratings, privileges of airframes, powerplants, propellers, radios, instruments, and accessories within a category having similar operating characteristics.
EASA	European Aviation Safety Agency
EASA Accountable Manager	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
EU	European Union
Exemption	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
FOCA	Federal Office of Civil Aviation
FAA Accountable Manager	A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.

Geographic Authorization	Authorization provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station's main facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the EASA Agreement, Annex 2, Maintenance. The term Maintenance Agreement Guidance (MAG) defines the processes and activities applicable to a specific country under an MIP, and is not associated with the EASA Agreement.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EU Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance performed under 14 CFR Part 145, Section 145.53(b).
MOE	A maintenance organization exposition (MOE) pertains to procedural manuals used by maintenance organizations certificated by a foreign country. The MOE along with the FAA Supplement, sets forth the structure and procedures of the repair station to meet the requirements of 14 CFR Part 145 under a MIP.

**Preventive
Maintenance**

As defined in 14 CFR part 1 and part 43 appendix A,
subparagraph (c).

QCM

Quality Control Manual

**Repair Station located
in the United States**

A FAA certificated repair station located in the United States.

**Repair Station located
outside the United
States**

A FAA certificated repair station located outside of the United States.

RSM

Repair Station Manual

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Gary E Barnard, Principal Maintenance Inspector (WP01)
[1] EFFECTIVE DATE: 5/17/2018, [2] AMENDMENT #: 7
DATE: 2018.05.17 12:59:19 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Difiore, Phillip G., President



Date

A003 . Ratings and Limitations

HQ Control: 04/03/2017

HQ Revision: 01a

The certificate holder is authorized the following Ratings and/or Limitations:

Class Ratings

None

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	Bell	Models: 47, 204, 205, 206, 212, 222, 407, 412, 427, 429, 430, & 505 Series.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
	Bell	Models: AH-1, OH-58, UH-1H, UH-1N Series.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
	Bell	Models: 206 Series, Fuselage & Tailboom Structural Repairs. Models: 205 A1, 212, 412, UH-1H, UH-1N Series, Tailboom Structural Repairs.	Perform all repairs in accordance with Manufacturer's Structural Repair Manual, Manufacturer's Instructions, and /or FAA Approved Data.
	Schweizer/Sikorsky	Models 269A/B, D, 300C/CB.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	MD Helicopters	Models 369 C/D/E/FF/500 & 600N, 900.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
	Aerospatale/Eurocopters	Models AS 350 and AS 355 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Eurocopters	BO-105, EC120, EC130, EC135, EC145, H145 and BK117 Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Agusta	Model A109, A119 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Robinson	Model R22, R44, R66	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Leonardo S.p.a.	Model AW169, AW139, AB 139	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Sikorsky	Model H-60, S-70 and S-76 Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Enstrom	Model 480B, F28F and 280FX Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
PowerPlant	Lycoming	Models IO-360, VO-435, VO-540, O-540, IO-540, O-320, T5311, T5313, and LTS 101 Series	Powerplant repairs limited to removal and installation of engine cylinder assemblies and/or accessories.
	Safran Helicopter Engines, S.A. (Formerly Turbomeca S.A.)	Arriel Series and Arrius Series	Perform Routine Maintenance, Remove & Replace Components, and Make Adjustments per Manufacturer's Maintenance Manuals.
	Rolls Royce	Models RR300, 250 and T63 Series	Perform Routine Maintenance, Remove & Replace Components, and Make Adjustments per Manufacturer's Maintenance Manuals.

Rating	Manufacturer	Make/Model	Limitations
	Pratt & Whitney	P16T-3/3BE, P16B Series, PW 200 Series, PW210A and T400	Perform Routine Maintenance, Remove & Replace Components, and Make Adjustments per Manufacturer's Maintenance Manuals.
	General Electric	T700 Series	Perform Routine Maintenance, Remove & Replace Components, and Make Adjustments per Manufacturer's Maintenance Manuals.
Instruments - Altimetry and Pitot/Static Systems	All Makes and Models	All Makes and Models	Limited to the removal, replacement, test, and inspection of altimeters, static systems, (excluding RVSM), pitot systems, automatic altitude reporting system equipment, and transponders (Mode S & ATCRBS) in accordance with Appendices E and F of Title 14 Code Of Federal Regulations (14 CFR), Part 43.
Instruments (installation)	From the accepted Capabilty List, as amended	From the accepted Capabilty List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated various components and their related systems components (VG, DG, Attitude Indicator, HSI, ADI, RMI, Moving Map, Compass Systems, and Attitude Systems, Including the installation of Flight Director, and Autopilot Systems/equipment.
Radio (Installation)	From the accepted Capabilty List, as amended	From the accepted Capabilty List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated components of HF/VHF/UHF Communication, Navigation, Thunderstorm Detection, Weather Rader, Traffic Advisory, and Class B TAWS Systems. As well as test and inspect for compliance with Title 14 Code of Federal Regulations Part 91.171, and 91.207.
Accessory - Electronic/Electrical Installation	From the accepted Capabilty List, as amended	From the accepted Capabilty List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of various accessories (in-flight entertainment, inverters, voltage converters, cabin display, telecommunication), and various non-essential electronic/electrical cabin systems.

Rating	Manufacturer	Make/Model	Limitations
Battery	Concorde	Concorde lead acid bateries all models	Limited to capacity check All work on the above listed components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Nondestructive Inspection, Testing, and Processing	All	All	ASTM E 1444, MIL-STD-1949 as revised for Magnetic Inspection. MIL-STD-6866, ASTM E 1417 as revised for Penetrant Inspection. ASTM E 1004 as revised for Eddy Current Inspection. Agusta SB109-111, ASTM E 1742 as revised for Radiographic Inspection. ASTM-E-317, AMS-2632, MIL-STD- 410, ASTM-E-587 as revised for Ultrasonic Inspection.

Limited Ratings - Specialized Services

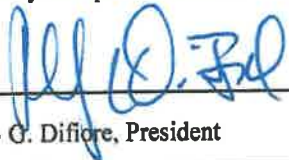
Rating	Specifications	Limitations
None Authorized		

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Rex E Hallesy, Principal Maintenance Inspector (WP01)
[1] EFFECTIVE DATE: 8/13/2019, [2] AMENDMENT #: 26
DATE: 2019.08.19 13:31:11 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Phillip G. Difiore, President

08/13/2019

Date

A004. Summary of Special Authorizations and Limitations

HQ Control: 9/23/1998
HQ Revision: 010

a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

	<u>Reference Paragraphs</u>
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

b. The certificate holder is *not authorized and shall not*:

Use Exemptions.	A005
Perform work, including continuous operations, at additional locations other than at its primary fixed location.	A101
Perform maintenance in accordance with foreign repair station geographic authorizations.	B050
Perform line maintenance for certificate holders conducting operations under 14 CFR Parts 121, 125, and 135, and for foreign carriers or foreign persons operating a U.S.-registered aircraft in common carriage under 14 CFR Part 129.	D107

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.

Tisher, Danny F.

Principal Maintenance Inspector

WP01

3. Date Approval is effective: 12/7/04
4. I hereby accept and receive the Operations Specifications in this paragraph.

Amendment Number: 2


Difiore, Phillip G.

FAA Accountable Manager, 145

Date: 12/7/04

A007. Designated Persons

HQ Control: 12/19/06
HQ Revision: 030

a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

Table 1 – Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
FAA Accountable Manager, 145	Difiore, Phillip G.	A,D

b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 – Designated to Receive INFO Messages

Name	Email Address	Telephone No.	Type of Information to Receive
Phillip Difiore	phil@rotorcraftercraftsupport.com	(818) 997 7667	ALL

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.

Tisher, Danny F.

Principal Maintenance Inspector

WP01

3. Date Approval is effective: 1/18/07
4. I hereby accept and receive the Operations Specifications in this paragraph.

Amendment Number: 3


Difiore, Phillip G.

FAA Accountable Manager, 145

Date: 1/18/07

Table of Contents

Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	12/07/2004	2

**D100. Work to be Performed at a Place Other Than the
Repair Station Fixed Location(s)**

HQ Control: 11/16/04
HQ Revision: 050

- a. The certificate holder may perform work at a place other than its Fixed Location (as listed in paragraph A001, and paragraph A101 if issued, of these operations specifications) provided it has the facilities, material, equipment and technical personnel to perform the work authorized in the following table.

Table 1

Work Authorized	Repair Stations Manual References	Quality Control Manual References
As authorized in A003	Section A8, pages 1 & 2	

- b. The certificate holder may not perform continuous operation at a facility other than the station's Fixed Location listed in paragraph A001, and paragraph A101 if issued.
- c. Line Stations. Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.

Tisher, Danny F.

Principal Maintenance Inspector

WP01

3. Date Approval is effective: 12/7/04

Amendment Number: 2

4. I hereby accept and receive the Operations Specifications in this paragraph.


Difiore, Phillip G.

FAA Accountable Manager, 145

Date: 12/7/04

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:	
Telephone Number:	A1 (818) 997-7667
Address:	67 D Street
Address:	
City:	Fillmore
State:	CA
Zip code:	93015

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.




Digitally signed by Rex E Hallesy, Principal Maintenance Inspector (WP01)
[1] SUPPORT INFO: Address Change
[2] EFFECTIVE DATE: 8/13/2019, [3] AMENDMENT #: 4
DATE: 2019.08.08 15:45:27 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Phillip G. Difiore, President



Date

CUSTOMER SERVICE FACILITY



ROTORCRAFT SUPPORT, INC.

Fillmore, California

Has satisfactorily met all specified requirements to qualify as a Bell Approved Independent Customer Service Facility for the following Bell helicopters:

Listed Products

Field Maintenance:	205 / 206A / 206B / 206L / 212 / 222 / 407 / 412 / 429 / 505 / Huey II
Component Overhaul:	205 / 206A / 206B / 206L / 212 / 407 / 412 / 505
Cabin Repair:	206A / 206B / 206L
Tailboom Repair:	205 / 206A / 206B / 206L / 212 / 412



Michael Thacker

Michael Thacker
Executive Vice President, Innovation &
Commercial Business

Effective: July 1, 2021

Expires: June 30, 2022

AIRBUS



Certificate of Designation

This is to Certify that

ROTORCRAFT SUPPORT, INC.

Is Hereby Recognized as an Airbus Helicopters
Premium Service Center for

**H120, AS350/H125, EC130/H130, AS355, H135/EC135,
BK117, EC145/H145, BO105**

December 31, 2024

Expiration Date

SC202114

Certificate No.

A handwritten signature in black ink, appearing to read "J. Selner".

Jim Selner
Service Center Network Manager

This certifies that this facility of

Rotorcraft Support, Inc.

Located in Fillmore, California

has satisfactorily met all special requirements to serve as a
Sikorsky Authorized Customer Support Center of Sikorsky Commercial S-76® Helicopter.

Certificate Effective: February 9, 2020

Certificate Expires: February 28, 2022



A handwritten signature in black ink, appearing to read 'Felipe Benvegna', is written over a horizontal line.

Felipe Benvegna

Director of Strategy & Business Development





ROBINSON[®]

HELICOPTER COMPANY

***Authorized
Service Center***

**ROTORCRAFT SUPPORT, INC.
Fillmore, California**

***Has Satisfactorily Met All Specified
Requirements to Qualify as a Robinson-Approved
Independent Service Center for
the Following Robinson Helicopters***

***Model R22
Model R44
Model R66***

**Effective Date: 01 January 2021
Expiration Date: 31 December 2021**

***Tim A. Goetz
Chief Financial Officer
Robinson Helicopter Company
Torrance, California, U.S.A.***



AUTHORIZED SERVICE CENTRE FOR AGUSTAWESTLAND PRODUCTS
CERTIFICATION

RELEASED TO
ROTORCRAFT SUPPORT, INC.

WITH TECHNICAL BASE AT
**16425 HART STREET
VAN NUYS, CA 91406**

Having satisfactorily met all the necessary requirements as an AgustaWestland approved Service Centre for the maintenance of the following AgustaWestland Helicopters model:

A109A/AII, A109C, A109E

A109S, A119/AW119MKII

SCA 13-079



November 25th 2013

A handwritten signature in black ink, appearing to read "William J. [unclear]", written over a horizontal line.



Rolls-Royce

Certificate of Authority

This is to certify that

Rotorcraft Support, Inc.

Is a Rolls-Royce RR300 Authorized Service Center (ASC) and has met the Qualifications to perform maintenance and repair on RR300 engines as detailed in the Rotorcraft Support, Inc. ASC Agreement. This certification is valid through 5 December 2019.

issued by

Gerald Sheldon, Helicopters Service Executive

signed

A handwritten signature in black ink, appearing to read 'Gerald Sheldon', written over a circular background element.

SAFRAN HELICOPTER ENGINES SUPPORT NETWORK CERTIFICATE N°0013-20

SAFRAN HELICOPTER ENGINES qualifies :

(RSI) ROTORCRAFT SUPPORT, INC.

67 D Street, Fillmore, CA 93015, USA

as

CERTIFIED MAINTENANCE CENTER

This Safran HE certificate remains valid for an unlimited duration whilst:

- the approved centre remains in compliance with Safran HE quality requirements.
- an approved contract remains in force between Safran HE and the center.
- relevant maintenance approval delivered by airworthiness authority remains valid.

Any breach of those conditions should lead to cancellation, revocation or suspension of the certificate.

For and on behalf of Safran Helicopter Engines

Original date: January 10th , 2020



Ph. CLAVE

Head of Customer Support
and Services Quality Department



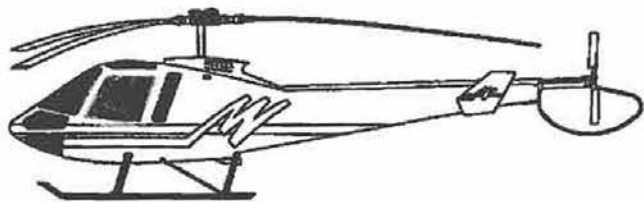
ENSTROM
HELICOPTER CORPORATION

Certifies that

ROTORCRAFT SUPPORT, INC.

has met all requirements for an Enstrom Service Center.

Granted: March, 2013



Bayard duPont, Product Support

... the heart of your system®



CONCORDE BATTERY CORPORATION

Established in 1977

July 20, 1999

RE: Appointment as a Concorde Aircraft Battery Distributor

ROTORCRAFT SUPPORT INC.
16425 Hart Street
Van Nuys, CA 91406

Phillip G. DiFIORE, President

To Whom It May Concern:

Concorde Battery Corporation is pleased to announce the appointment of ROTORCRAFT SUPPORT INC. as an authorized aircraft battery distributor.

As a Concorde Aircraft Battery Factory Sales and Service Center, ROTORCRAFT SUPPORT INC. offers factory authorized sales and service of Concorde Aircraft Battery Products including warranty coverage.

Sincerely,

A handwritten signature in black ink, appearing to read "Skip Koss".

Skip Koss
Vice President of Marketing



NORTHERN AIRBORNE TECHNOLOGY LTD.

AUTHORIZED DEALER

This certifies that

Rotorcraft Support Inc.
Van Nuys, CA

*is an Authorized NAT Dealer for product categories
as defined in their approved Dealership Agreement.*



Approved by:

Ray Lewis

01/01

Northern Airborne Technology Ltd.



ISO 9001
(1994)



Cobham Aerospace Communications, Prescott
is pleased to recognize

Rotorcraft Support, Inc.

as a

Registered Dealer
of Audio and Radio Products

June 2, 2012

Presented on

Dawn Joao, Distribution Channel Manager

Rotorcraft Support, Inc.

AUTHORIZED



GARMIN®

Service Center

**Approved for Garmin Service Categories
1,2,3**

Garmin Service Categories:

- 1: GPS, V/ILS, COM, AUDIO/MKR DATA DELIVERY
- 2: TRANSPONDER
- 3: G1000 INTEGRATED SYSTEM
- 4: GFC700 AFCS
- 5: GWX68 RADAR

Certificate of Appointment

As an
Authorized Shadin Avionics Dealer

This is to certify, That

Rotorcraft Support Inc.

Has this 16th day of November, 2005 received appointment as an
AUTHORIZED SHADIN AVIONICS DEALER.



By Robert A. Randall
Executive Director

This authorization shall be subject to withdrawal and cancellation at any time by Shadin Avionics



Sagem Avionics Inc.
SAFRAN Group

Authorized Installation & Service Center

Rotorcraft Support, Inc.

Jean Baudin
President, CEO – Sagem Avionics, Inc.

12/08/2008

Date

Sagem Avionics, Inc.
2802 Safran Drive
Grand Prairie, TX 75052
(972) 314.3600

you
and **us,** worldwide.

AUTHORIZED DEALER



BECKER
AVIONICS
INTERNATIONAL
We bring you home

www.beckerusa.com

Rotorcraft Support, Inc.



Markus Schmitz
President & General Manager



**ANODYNE
ELECTRONICS
MANUFACTURING CORP.**

www.aem-corp.com



ISO 9001



AS 9100

Authorized Dealer

Rotorcraft Support Inc.

is an Authorized AEM Dealer for product categories
as defined in their approved Dealership Agreement

July 2011

DATE

A handwritten signature in black ink, appearing to read 'D. Veitch', written over a horizontal line.

APPROVED BY



AIRBORNE LAW ENFORCEMENT ASSOCIATION



AIRBORNE LAW ENFORCEMENT ASSOCIATION, INC.

"To Serve and Protect From the Air"

Having Been Duly Approved by Its
Board of Directors

ROTORCRAFT SUPPORT, INC.

Is Hereby Certified as an

AFFILIATE MEMBER

Affiliate Members are Entitled to All Rights and Privileges
Of the Airborne Law Enforcement Association as
Set Forth in its Constitution and By-Laws.

In Testimony Whereof, Witness Our Signatures
On the Twenty-Second Day of August, 2000

President

Secretary



Phoenix Aerospace Inc.

220 WEST 80TH TERRACE
P.O. BOX 8744
KANSAS CITY, MISSOURI 64114-0744

FAA APPROVED REPAIR STATION NO. 363-1
VENDOR CODE IDENT NO. 28632

816 333-3400 TELEX 424183 PHXAEROINC UD

15 October 1999

**ROTORCRAFT SUPPORT INC.
16425 HART STREET
VAN NUYS, CA 91406**

**818 997-7667
FAX 818 997-1513**

**Attn: Phillip G. DiFiore
President**

Subject: Letter of recognition

TO Whom It May Concern:

PHOENIX AEROSPACE INC. is pleased to announce the appointment of ROTORCRAFT SUPPORT INC. as an authorized supplier of its products, sales and service.

As a Phoenix Aerospace supplier Rotorcraft offers factory authorized sales, service and warranty.

Sincerely,

**William C. Sutherland
President & CEO**

WCS:dal

Lorenzo Pellegrini
Maintenance Organisation Oversight Section Manager
Flight Standards Directorate

Ares (2020)2344802
LPE/ape/FS.1
Cologne, 27.05.2020

The Quality Manager
Rotorcraft Support, Inc.
67 D Street
Fillmore, California 93015
United States of America

Subject: Renewal of EASA Part-145 approval
Reference: L6/Rev 1/EASA.145.5629/FAA.YT2R331L
Attachment: EASA Part-145 approval certificate

Dear Sir or Madam,

Following a positive recommendation from the **FAA** the European Union Aviation Safety Agency hereby confirms the renewed validity of your EASA Part-145 approval until **01 July 2022**, subject to continued compliance with FAR 145 and the EASA special conditions in accordance with the Agreement between the United States of America and the European Community on Cooperation in the Regulation of Civil Aviation Safety and the Maintenance Annex Guidance (MAG):

Rotorcraft Support, Inc.

EASA Part-145 Approval certificate reference number:

EASA.145.5629

You are reminded that you will be required to submit your next renewal paperwork package in accordance with the MAG which is available on our web site at www.easa.europa.eu.

Yours faithfully,

Lorenzo Pellegrini

This is a computer generated document valid without a signature

U.S. APPROVAL CERTIFICATE

EASA.145.5629

Taking into account the provisions of Article 12 of Regulation (EC) 216/2008 of the European Parliament and of the Council and the bilateral agreement currently in force between the European Community and the Government of the United States of America, the European Union Aviation Safety Agency (EASA) hereby certifies:

Rotorcraft Support, Inc.

FAA NUMBER: YT2R331L

67 D Street

Fillmore, California 93015

United States of America

as a Part-145 maintenance organization approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and issue related certificates of release to service using the above reference, subject to the following conditions:

1. The scope of the approval is limited to that specified on the 14 CFR part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the United States (unless otherwise agreed in a particular case by EASA).
2. The approval scope shall not exceed the permitted EASA Part-145 ratings as detailed in Regulation EC (No) 1321/2014.
3. This approval requires continued compliance with 14 CFR part 145 and the differences as specified in the Maintenance Annex Guidance (MAG), including the use of the FAA Form 8130-3 for release/return to service of components up to and including power plants.
4. Certificates of return to service must quote the EASA Part-145 approval reference number quoted above and the 14 CFR part 145 Air Agency Certificate number.
5. Subject to compliance with the foregoing conditions, this approval shall remain valid until:

01 July 2022

unless the approval is surrendered, superseded, suspended or revoked.

Date of issue: **27 May 2020**

Signed

For EASA



SAN DIEGO FIRE DEPARTMENT PROPOSAL

Rotorcraft Support, Inc. is currently, and will be able to provide all the maintenance and services support necessary to maintain one Bell 212 HP, one Bell 412, and one Sikorsky Blackhawk helicopter at the San Diego Fire Department facility at Montgomery Field in San Diego, California. RSI has a valid FAA repair station certificate and is an approved Bell Helicopter and Sikorsky Customer Service Center. The aircraft will be maintained in accordance with all appropriate FAA, Bell Helicopters and industry standard requirements. Rotorcraft Support, Inc. will supply and facilitate the City mechanics with services and repairs as required by the SDFD. RSI will make its Fillmore Heliport facility available to maximize available labor, tooling, and spares for large scale or major projects.

Rotorcraft Support, Inc. does, and shall continue to, perform an ongoing review of aircraft and engine logbooks to ensure complete and accurate entries are made, life-limited component use times are accurately recorded and to ensure any spare components are properly tagged (serviceable, non-serviceable, repairable) and identified.

Rotorcraft Support, Inc. has access to aviation databases which enable research of FAA Regulations, Aircraft Repair Manuals, Airworthiness Directives, Service Bulletins and any other pertinent aviation information deemed necessary. RSI will arrange for the SDFD to begin a subscription to a publication database on an annual basis.

Rotorcraft Support, Inc. has extensive experience in all levels of helicopter maintenance for the Bell 212 and 412 models. This encompasses Level 1, basic scheduled inspections, as well as general related troubleshooting and preventative maintenance. We have our own in-house component overhaul department as well as comprehensive avionics, structural, non-destructive testing and spares support for the Bell Medium models.

Rotorcraft Support, Inc. has been fortunate to have been the provider for the SDFD's helicopter maintenance since 2005. Therefore, RSI is well aware of the specific needs and requirements of the department. Currently, RSI is also the maintenance provider for the San Diego Police Department. As a local provider of maintenance to both the SDPD and the SDFD, RSI has been able to offer the City of San Diego the benefit of combined maintenance efforts afforded by this close proximity. We have offered our Fillmore Heliport hangar to the SDFD for large scale projects. This has the benefit of an increased labor force and immediacy of access to required spares and accessories for a quicker turn-around time. In extreme AOG situations, our location allows for spares response as quick as 6 hours, where more distant vendors' response time is 48 hours or greater.



PRICING PROPOSAL - PARTS

Bell Parts New (212 D/F and 412 E/P)	MSLP less 5%
Bell (Overhauled/Serviceable/Exchanges)	MSLP less 10%
Pratt & Whitney	MSLP plus 15%
Honeywell	MSLP plus 15%
Other New Parts	MSLP plus 15%
Loaned/Rented Components	RSI Cost plus 15%
Logistics Support/Hangar	RSI Cost plus 15%

All other parts will be quoted as needed by SDFD

\$25,000 – Not to Exceed Dollar Value per Invoice

Any single item or project in excess of \$25,000 shall be billed separately from the monthly bill and billed in progressive increments up to \$25,000 – all invoices to be Net 30

RSI will use OEM parts where appropriate. With SDFD approval, RSI shall utilize New Surplus, Overhauled or Serviceable parts where applicable to further SDFD's economic and time sensitive needs.

Freight will be Prepaid, FOB Destination for all orders shipped Standard 2nd Day by common carrier. SDFD shall pay freight costs for all spares ordered with expedited, AOG, oversized or specialized shipping requirements. Customer shall pay freight In and Freight Out costs for all Exchanges, Repairs and Overhauls.

Contractor shall endeavor to consolidate all parts economically, but sometimes availability mandates that partial shipments be made from a single purchase order to avoid undue delays. Customer shall pay freight costs for all such partial or progressive shipments.



PRICING PROPOSAL - LABOR

Labor at RSI – Regular hours	\$125 p/hr
Labor at RSI – Overtime/Holiday hours	\$180 p/hr
Labor at SDFD – Regular hours	\$140 p/hr
Labor at SDFD – Overtime hours	\$200 p/hr

When RSI mechanics are required to perform labor at SDFD requiring overnight accommodations, lodging and per diem will be charged at current posted GSA rates for the City of San Diego.

Mechanics' labor traveling from RSI to SDFD shall be billed per hour, portal-to-portal. Travel time from place of lodging to/from SDFD facility shall be billed at the SDFD Labor rate..

RSI expects that the City of San Diego shall provide the primary mechanical labor for all helicopter maintenance and the requirement for RSI mechanic labor shall be restricted to sporadic and brief assignments at the SDFD facility. Requests for RSI helicopter mechanics shall comply with the following:

- RSI shall provide a mechanic within 72 standard business hours of a request for non-emergency maintenance, subject to mechanic availability.
- RSI shall provide a mechanic within 8 standard business hours of a request for emergency maintenance, subject to mechanic availability.
- Non-emergency maintenance requests may not be for periods longer than 40 hours (including overtime) per single 7 day calendar period unless by mutual agreement of the parties. RSI reserves the right to substitute mechanics after 40 hours, or to suspend mechanic labor until alternate arrangements can be made. All substitutions are subject to mechanic availability.



Warranty:

- All parts and materials ordered through Rotorcraft Support, Inc. shall have the manufacturer warranty passed through to Customer.
- Contractor will not warrant any parts, equipment or labor that Customer obtained via any source other than Contractor.
- Labor and workmanship performed solely by Rotorcraft Support, Inc. personnel shall be warranted as follows:
 - 1.) Warranty Period is limited to 12 months or 500 hours of operation after date of installation
 - 2.) Warranty is limited to defects in workmanship by RSI technicians as confirmed after inspection by an RSI technician at our Van Nuys facility.
 - 3.) This warranty is exclusive of any manufacturers new parts warranty applicable to those parts installed by RSI and / or failure of parts not replaced during the overhaul of the component at RSI.
 - 4.) This warranty shall not apply to failures, malfunctions, defects or non-conformities of components which experience damage in transit or have not been maintained, operated, or stored, in accordance the applicable aircraft manufacturers' recommendations.
 - 5.) The obligations under this warranty are limited to repair or replacement (at RSI option) of components or component parts and do not included any remedy or liability for incidental or consequential damages of any kind.
 - 6.) RSI HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY RSI IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.
 - 7.) RSI WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. RSI WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR EQUIPMENT. PURCHASER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, RSI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY PURCHASER.

67 D Street, Fillmore, California 93015-1668 • (818) 997 7667 • Fax (818) 997-1513

www.rotorcraftsupport.com • F.A.A. Certificate YT2R331L



ADDITIONAL REMARKS SCHEDULE

AGENCY SterlingRisk of Florida		NAMED INSURED Rotorcraft Support, Inc., and Phil DiFiore 67 D Street Fillmore CA 93015	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

EXCESS AUTO LIABILITY: \$1,000,000 EXCESS OF \$1,000,000.
 EXCESS EMPLOYERS' LIABILITY: \$1,000,000 EXCESS OF \$1,000,000.
 HANGARKEEPER'S LIABILITY: \$20,000,000 EACH AIRCRAFT / \$20,000,000 EACH LOSS / SUBJECT TO \$15,000 DEDUCTIBLE EACH AIRCRAFT.

COVERAGE PROVIDED BY THE ABOVE POLICY IS PRIMARY AND NON CONTRIBUTORY WITH ANY COVERAGE MAINTAINED BY THE CERTIFICATE HOLDER.

A WAIVER OF SUBROGATION IS INCLUDED UNDER THE GENERAL LIABILITY COVERAGE'S.

REFERENCE NUMBER: 10006504

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH NINETY (90) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

THIS CERTIFICATE CANCELS AND SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

CITY OF SAN DIEGO, PURCHASING DIVISION, ITS RESPECTIVE ELECTIVE OFFICIALS, OFFICERS,
EMPLOYEES, AGENTS, AND REPRESENTATIVES.

PURCHASING DIVISION
1200 THIRD AVENUE, SUITE 200
SAN DIEGO, CA 92101-4195

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.


All other provisions of this policy remain the same.

This endorsement becomes effective March 28, 2022 to be attached to and hereby made a part of
Policy No. FQ 013468616-01 issued to ROTORCRAFT SUPPORT, INC. AND PHIL DIFIORE
AND AS ENDORSED

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 34

Date of Issue March 28, 2022 LW

By 
(Authorized Representative)

CGL191 (3/05)

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PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

Only to the extent as stated within a written contract between the Named Insured and party(ies) as stated in the Schedule, coverage hereunder is primary and non-contributory with any insurance, co-insurance, or self insurance maintained by those party(ies):

SCHEDULE

CITY OF SAN DIEGO, PURCHASING DIVISION, ITS RESPECTIVE ELECTIVE OFFICIALS, OFFICERS,
EMPLOYEES, AGENTS, AND REPRESENTATIVES.
PURCHASING DIVISION
1200 THIRD AVENUE, SUITE 200
SAN DIEGO, CA 92101-4195

All other provisions of this policy remain the same.

This endorsement becomes effective March 28, 2022 to be attached to and hereby made a part of
Policy No. FQ 013468616-01 issued to ROTORCRAFT SUPPORT, INC. AND PHIL DIFIORE
AND AS ENDORSED
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 33

Date of Issue March 28, 2022 LW

By



(Authorized Representative)

CGL1033 (12/08)

SPECIAL NOTICE OF CANCELLATION

In the event the policy is cancelled by the Company 90 days notice (10 days if for non-payment of premium) will be sent to the following:

Name CITY OF SAN DIEGO, PURCHASING DIVISION, ITS RESPECTIVE ELECTIVE OFFICIALS,
Address OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.*

Name *PURCHASING DIVISION
Address 1200 THIRD AVENUE, SUITE 200
SAN DIEGO, CA 92101-4195

Name
Address

Name
Address

Name
Address

Name
Address

Name
Address

Name
Address

All other provisions of this policy remain the same.

This endorsement becomes effective March 28, 2022 to be attached to and hereby made a part of
Policy No. FQ 013468616-01 issued to ROTORCRAFT SUPPORT, INC. AND PHIL DIFIORE
AND AS ENDORSED
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 36

Date of Issue March 28, 2022 LW

UE139 (1/05)

By 
(Authorized Representative)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF SAN DIEGO, PURCHASING DIVISION, ITS RESPECTIVE ELECTIVE OFFICIALS, OFFICERS,
EMPLOYEES, AGENTS, AND REPRESENTATIVES.
PURCHASING DIVISION
1200 THIRD AVENUE, SUITE 200
SAN DIEGO, CA 92101-4195

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other provisions of this policy remain the same.

This endorsement becomes effective March 28, 2022 to be attached to and hereby made a part of
Policy No. FQ 013468616-01 issued to ROTORCRAFT SUPPORT, INC. AND PHIL DIFIORE
AND AS ENDORSED

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 35

Date of Issue March 28, 2022 LW

By



(Authorized Representative)

CGL232 (3/05)

Includes copyrighted material of Insurance Services Office, Inc. with its permission

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 05/01/2022 forms a part of Policy No. WC 012-05-6856

Issued to ROTORCRAFT SUPPORT, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Premium TBD

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS,
ITS BOARD, AND ALL OF ITS OFFICERS, EMPLOYEES, &
AGENTS, EXECUTIVE DIRECTOR, DEPARTMENT OF AIRPORTS
C/O LAX AIRFIELD PERMITS A0507
1 WORLD WAY PO BOX 92216
LOS ANGELES, CA 90009-2216

GUARDIAN HELICOPTERS
INC.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS,
ITS BOARD, AND ALL OF ITS OFFICERS, EMPLOYEES, &
AGENTS, EXECUTIVE DIRECTOR, DEPARTMENT OF AIRPORTS
C/O LAX AIRFIELD PERMITS A0507
1 WORLD WAY PO BOX 92216
LOS ANGELES, CA 90009-2216

ROTORCRAFT SUPPORT
INC.

THE CITY OF SAN DIEGO,
ITS RESPECTIVE ELECTED OFFICIALS,
OFFICERS, EMPLOYEES, AGENTS AND
REPRESENTATIVES.
1200 3RD AVENUE, SUITE 200
SAN DIEGO, CA 92101

GUARDIAN HELICOPTERS
INC.

THE CITY OF SAN DIEGO,
ITS RESPECTIVE ELECTED OFFICIALS,
OFFICERS, EMPLOYEES, AGENTS AND
REPRESENTATIVES.
1200 3RD AVENUE, SUITE 200
SAN DIEGO, CA 92101

ROTORCRAFT SUPPORT
INC.

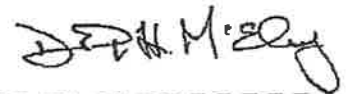
PASADENA POLICE DEPARTMENT
2175 YUCCA LANE
ALTADENA, CA 91001

KPRS CONSTRUCTION SERVICES, INC.
2850 SATURN STREET
BREÁ, CA 92821

CONTINUED NEXT PAGE

WC 04 03 06
(Ed. 04/84)

Countersigned by _____



Authorized Representative

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Rotorcraft Support, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 67 D Street

City: Fillmore County: Ventura State: CA Zip: 93015

Telephone Number: 818-997-7667 Fax Number: 818-997-1513

Name of Company CEO: Phillip G. DiFiore

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Helicopter maintenance & support Type of License: FAA Repair Station

The Company has appointed: Teri Neville

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 67 D Street, Fillmore, CA 93015

Telephone Number: 818-997-7667 Fax Number: 818-997-1513 Email: teri@rotorcrafter.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Rotorcraft Support, Inc.

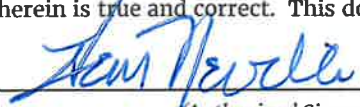
(Firm Name)

Ventura, CA , CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12 day of May, 2022



(Authorized Signature)

Teri Neville

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Rotorcraft Support, Inc.

DATE: 5/12/2022

OFFICE(S) or BRANCH(ES): San Diego Police Dept.

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts			1									1		
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1									1		
--------------------	--	--	---	--	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees 2

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Rotorcraft Support, Inc.

DATE: 5/12/2022

OFFICE(S) or BRANCH(ES): Headquarters

COUNTY: Ventura

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								6	1		
Professional														
A&E, Science, Computer														
Technical														
Sales				1							2	1		
Administrative Support			2	6		1					1	5		
Services														
Crafts	2		15		3				1		11			
Operative Workers														
Transportation														
Laborers*			1								1			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2		19	7	3	1			1		21	7		
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Grand Total All Employees	61.00
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled												1		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)**

COMPANY INFORMATION

Company Name: Rotorcraft Support, Inc.
 Company Address: 67 D Street, Fillmore, CA 93015
 Company Contact Name: Phillip G. DiFiore Contact Phone: 818-997-7667

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089888-22-W Start Date: 6/1/22
 Contract Title (or description): Helicopter OEM Parts & As Needed Maintenance End Date: 6/1/2027
 Purpose/Service Provided: Helicopter support services

TERMS OF COMPLIANCE

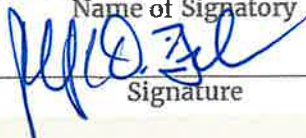
A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Phillip G. DiFiore _____ President _____
 Name of Signatory Title of Signatory
 _____
 Signature Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____