



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P003595

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

**V
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Vendor Number: 00019987
RAMS AVIATION COMPANY, INC.

8042 Clark Road
Plantersville, TX 77363

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Texas Department of Public Safety
Aircraft
10335 Golf Course Rd.
Austin, TX 78719
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

Solicitation (Bid) No.:

Payment Terms: State of Texas Prompt Pay
Shipping Terms: F.O.B., Destination
Delivery Calendar Day(s) A.R.O.: 0

Item # 2

This Blanket Purchase Order is being issued based on TPASS MANAGED CONTRACT - 905-M3

MANAGED CONTRACT TERM: 9/18/2014 through 8/31/2016

The standard terms and conditions of the awarded TPASS Managed Contract 905-M3 will govern the issuance of a TXDPS Purchase Order (PO). The attached Texas Department of Public Safety Standard Terms and Conditions, rev. 4/2013, shall apply to this PO when not in conflict to those as stated in TPASS Managed Master Contract and will govern the issuance of a TXDPS Purchase Order(s).

Maintenance Service, Hourly rate, repairs, materials and parts Maintenance of TXDPS Eurocopter Helicopters Models AS350 and EC145.

Hourly Rate / Labor- \$105.00

Materials and Parts - Mark Up Percentage 15%.

****Blanket order total amount not-to-exceed \$300,000.00.****

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes.

All changes shall be in the scope of original work. No verbal change orders will be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by Procurement & Contract Services.

INSURANCE REQUIREMENTS: The contractor will, within five (5) business days of Notice of Award, provide CPA and the customer with current certificates of insurance or other proof acceptable to CPA and the customer.

The contractor will maintain the required insurance during the initial term and any renewal period exercised. All insurance shall be carried by a provider rated A- or better by AM Best, and all coverage shall include waiver of subrogation and add the State of Texas as an additional insured. The contractor's insurance disclosure must include amounts of coverage, carrier(s), and any restrictions or limitations on coverage. The minimum required amounts: General Liability: \$1,000,000 Combined Single Limits (Bodily Injury/Property Damage Aggregate) Automobile Liability: \$500,000 Combined Single Limits (Bodily Injury/Property Damage) Worker's Compensation: Statutory covering all contractor personnel who will provide services under the contract. CPA and the customer must be provided a 30-day notice of cancellation or material change to the policy coverage and limits.

WARRANTY: All services performed shall have a warranty of not less than 150 flying hours or 12 months, whichever occurs first, after acceptance of the aircraft by TXDPS from the contractor as described in Final Inspection. The contractor shall ensure that all manufactures' warranties for purchased parts, components, and products installed on the aircraft, are transferred to TXDPS for the full benefit of those warranties as offered by the manufacturers.

CONTRACTOR REQUIREMENTS:

1. The Contractor's repair facility shall be approved for Eurocopter AS350 and Eurocopter EC145 helicopters within the state of Texas.
2. Contractor's normal business hours will be no less than Monday through Friday, 8am to 5pm.
3. All Contractor repairs and service shall comply with Federal Aviation Administration regulations and Eurocopter Maintenance Manuals.
4. The Contractor shall maintain work records for at least two (2) years.
5. Maintain a library of required and current maintenance publications specific to the Eurocopter AS350 and EC145 helicopters.

Item # 3

PARTS/MATERIALS/EQUIPMENT:

1. All parts and equipment shall comply with FAA regulations and shall meet or exceed the original equipment manufacturers specifications.
2. The customer will consider the use of refurbished or overhauled replacement parts when it is in the best interest of the state of Texas and flight safety is not compromised.
3. Refurbished or overhauled parts must meet the original equipment manufacturers specifications and be approved by the FAA.

TRAVEL EXPENSE:

1. The customer will be responsible for the delivery of the helicopter to the contractor's repair facility.
2. In the event it is necessary for the Contractor to travel to the helicopter's location to perform service, the customer will approve all anticipated travel expenses prior to the Contractor traveling.
3. The use of refurbished or overhauled material or parts shall be allowed only with express written approval from the customer's Chief Pilot or his authorized representative.
4. Contractor travel expenses will be in accordance with the Texas State Travel Reimbursement Rates and requirements which can be found at:

<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>

FINAL INSPECTION:

1. Final inspection shall be conducted at the contractor's location prior to the customer taking acceptance of the aircraft.
2. The customer's representatives shall have sole authority to determine if the specifications of the purchase order have been met.
3. Inspection shall include the verification that all serviced equipment is working properly.
4. If a defect is found with the aircraft and the remedy for the defect will take an extended period of time, subsequent inspections shall then occur until the specifications are met as determined by the customer and service is accepted.
5. All necessary flight checks and or flight verification shall be coordinated by the customer.

STATE SALES TAX EXEMPTION CERTIFICATE:

The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

BLANKET ORDER RELEASE PROCESS

Contract Monitor Responsibilities:

- 1) Prepare a release against this Purchase Order,
- 2) Release will be an estimated amount based on the initial evaluation of the unit repairs, and
- 3) Once the repairs are completed, the contract monitor will increase or decrease the Release, receive and attach the invoice for payment and any authorization documentation for the additional repairs.

Contractor Responsibilities:

1. Processing orders only when an approved Release / Purchase Order is issued by an authorized TXDPS staff.
2. Invoicing according to each Release / Purchase Order and provide the exact complete twelve (12) digits Purchase Order number plus the Release two (2) or (3) digits numbers. (example: 405-16-P003595-15 or 405-16-P003595-102)

Note: Invoices that do not contain the actual Purchase Order /Release numbers and cannot be matched will be returned.

3. During repairs, if the Contractor discovers additional repairs or parts that need to be added to the original estimated release, the Contractor will contact the Contract Monitor and if the additional repair is authorized, vendor will continue work and Contractor Monitor will send an Email to the Vendor documenting the conversation and approvals.

4- Vendor will submit the email documentation of the approvals when invoices are higher than the estimated release.

** Vendor's accounting department shall be aware of these requirements as invoices referencing incorrect Purchase Order number and/or release numbers will be returned to vendor.

Item # 4

CRIMINAL HISTORY BACKGROUND

In the event a Repair Work Order requires Contractor to access to a TXDPS owned facilities, Contractors and sub-contractors will be required to submit to a Criminal History Background Check. Vendors will be required to meet the terms and conditions in section 24 . Criminal History Background Checks' in the attached Texas Department of Public Safety Standard Terms and Conditions, dated 04/20/2013.

Contract Monitors:

Bill Nabors
512-936-9226
and
Tim Ochsner
512-936-9226

Vendor Contact:
Jonathan Ran or
Fabia Brock
Phone - 936-984-9510

Contract Administrator/Purchaser
Vania Ramaekers
512-424-2534

"U.S. Department of Homeland Security E-Verify System

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract."

Item # 1
 Class-Item 905-16

Maintenance Service, Hourly rate, repairs, materials and parts Maintenance of TXDPS Eurocopter Helicopters Models AS350 and EC145.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 0.00

APPROVED

By: Vania Ramaekers, CTPM, CTCM
 Phone#: (512) 424-2534
 BUYER