SUBJECT: ROLLS-ROYCE ALLISON 250-C20J TURBINE SECTION OVERHAUL

BID #: XF-0276-19 **OPEN DATE:** 11/28/2018

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: One Time Purchase

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: ALL OR NONE to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 15 **NUMBERS RECEIVED:** 5 **OTHER** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award to Keystone Turbine Services, LLC by $34,069.80 due to items that were found after the inspection. Total revised expenditure amount not to exceed $102,982.85.

Funding for this award to be encumbered by account SHPO011CAAV-04603

Attachments: Recommendation Memo, Vendor Quote, Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
TARYN MANSER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Michael Bruno, Director of Patrol & Enforcement

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mike Bruno MB
Director of Patrol and Enforcement

Subject: XF-0276-19 Rolls-Royce Allison 250-C20J Turbine Section Overhaul

Date: February 14, 2019

We are requesting an amendment to the award to Keystone Turbine Services, LLC, for Bid XF-0276-19 Rolls Royce Allison 250-C20J Turbine Section Overhaul (PO9A03889) to increase the awarded amount by $34,069.80 for a new not to exceed amount of $102,982.85. This increase is necessary due to items that were found after the inspection was conducted and all labor, parts and rework required to return the unit to airworthy condition were noted. Attached is a revised estimate for completion from Keytone Turbine Services, LLC, the authorized Rolls Royce Allison center. The funding source is SHPO011CAAV – 04603. A change order will be processed for the increase.

Please let me know if you require any additional information. Thank you for your assistance.

KEYSTONE TURBINE SERVICES

AFTER-INSPECTION FINAL PROPOSAL

Date:	February 5, 2019	Work Order No.:	020494-TB	Purchase Order No.:	PO9A03889	Rev No.	Original

To:	Procurment Division			
	City of Jacksonville			
	214 N. Hogan Street, Room 105			
	Jacksonville	FL	32202	USA

Subject:	**Overhaul and comply with 3500 hour inspections.**				
Unit:	**Turbine**	Model:	**M250-C20J**	Serial Number:	**CAT-26958**

Keystone Turbine Services, a Rolls-Royce certificated M250® Authorized Maintenance, Repair and Overhaul Center (AMROC) and Honeywell Authorized Warranty and Repair Station (AWARS) is pleased to submit the following quote to comply with the workscope requested above. In addition to this cover letter, a quick-scan price worksheet is provided in Tab #2 while specific parts and rework details are addressed in Tab #3.

1. **PROPOSAL.** This proposal represents your after final inspection price quote outlining all labor, parts and rework required to return your unit to airworthy condition.

2. **VALIDITY.** This Proposal is valid to the date shown on the Proposal (Tab #2). Any requests or units received after this date must have a revised proposal re-submitted for approval prior to initiating any work (unless previous arrangements have been made).

3. **PURCHASE ORDER.** It is the policy of Keystone that no work shall commence until after we have received a valid Purchase Order indicating the type, quantity and estimated cost associated for the products or services Keystone will provide. Please submit to the preparer of this Proposal in order to initiate the formal work order process.

4. **CUSTOMER SUPPLIED MATERIAL.** Customers have the option to supply material to Keystone to help reduced their final cost. Only genuine Rolls-Royce M250 certified parts in either overhauled or serviceable condition will be accepted. All parts must be traceable back to the OEM and/or tagged by a member of the FIRST network or will require additional reinspection by Keystone IAW the applicable Overhaul Manual criteria. Keystone reserves the right to charge a small handling fee of 5% of the list price for each part supplied (with a cap of $500.00 per part) to cover the cost of handling and processing. Any part requiring reinspection will be noted as a separate line item on the final price quote.

5. **SHIPPING.** Unless previously agreed upon in this Proposal, the Customer is responsible for all freight, customs, taxes and other duties and fees necessary to deliver your unit to Keystone as well as return. If requested, Keystone can assist with arranging return shipping and the actual charges will be included on your final invoice.

WHAT'S NEXT?

Simply review this Proposal and if you wish to proceed with the work requested, simply click on the **RED** "Proposal" tab (#2 - below), sign Block #3 and either email or fax this document back to the number shown.

In closing, Keystone stands ready to support all of your Rolls-Royce M250 engine, module, accessory and component needs. Thank you for providing us with this opportunity and we look forward to serving you very soon.

With kindest regards,

Dan Oppenheim
Customer Support Manager
Keystone Turbine Services
610-268-6200, X301

an authorized **Rolls-Royce** maintenance, repair & overhaul center

KEYSTONE TURBINE SERVICES

AFTER-INSPECTION FINAL PROPOSAL

1. CUSTOMER INFORMATION

CUSTOMER:	City of Jacksonville	PURCHASE ORDER #:	PO9A03889	KTS WORK ORDER #:	020494-TB
UNIT:	Turbine	SERIES:	M250-C20J	SERIAL #:	CAT-26958
REASON FOR REMOVAL:	Overhaul and comply with 3500 hour inspections.			REVISION:	Original

2. WORKSHEET

1. BASIC LABOR:	$	6,806.00
2. NEW PARTS:		
Subtotal New Parts: $ 92,828.87		
Less Discount: 22.6% $ 20,979.32 — TOTAL NEW PARTS:	$	71,849.55
3. REWORK/EXCHANGE PARTS:	$	20,991.00
4. TURBINE ASSEMBLY KITS:	$	841.30
5. FULL PERFORMANCE TEST (Includes labor, test cell use fee & fuel and oil consumed)	$	2,495.00
6. MISCELLANEOUS		
Shipping		TBD
Environmental Handling & Processing Fee		No Charge
TOTAL REPAIR AMOUNT:	$	102,982.85

3. PROPOSAL APPROVAL
(MUST BE SIGNED, DATED & RETURNED BEFORE WORK WILL CONTINUE)

STANDARD TERMS AND CONDITONS. Keystone Turbine Services standard terms and conditions are attached to this Proposal (see attached) and are herein incorporated in their entirety by reference hereto. Customer's execution of this Proposal shall indicate their acceptance of Keystone's standard terms and conditions. No work shall commence under this Proposal until Keystone has received from the Customer this executed Proposal

NAME:

APPROVAL DATE:

RETURN SCRAP PARTS: ☐ Yes ☑ No

PLEASE SIGN AND FAX COPY TO 484-786-8680 OR EMAIL TO PREPARER

4. NOTES

Prepared by:	*Dan Oppenheim*	Quote Date:	2/5/2019	Valid until:	3/7/19

KTS W.O. NUMBER:	020494-TB	SERIAL NUMBER:	CAT-26958	CUSTOMER P.O. #	PO9A03889	QUOTE REVISION:	Original

TURBINE NEW M250® PARTS

DESCRIPTION	REC. PART NO.	REC. SERIAL NO.	DISCREPANCY	DISPOSITION	REPL PART NO.	REPL SERIAL NO.	PRICE
1st Stage Wheel	M250-10223	X614345	Low time remaining. TT: 1750 TC: 1352	Scrap/Replace	M250-10223		$ 13,400.75
2nd Stage Wheel	23073854	X627030	Low time remaining. TT: 1750 TC: 1352	Scrap/Replace	23073854		$ 15,005.57
3rd Stage Wheel	23065818	X539458	Low time remaining. TT 3499.0 TC: 2915	Scrap/Replace	23065818		$ 19,791.74
4th Stage Wheel	23055944	X586760	Low time remaining. TT 3499.0 TC: 2915	Scrap/Replace	M250-10445		$ 15,818.62
2nd Stage Nozzle	6878498	X38938	Comply with CEB A-1375. Trailing edge vanes cracked. 1st stage blade path worn below allowable limits.	Scrap/Replace	M250-10577		$ 13,593.40
PT Outer Shaft	23037413	KU100794	Replace IAW CEB 1414	Scrap/Replace	M250-10416		$ 3,409.99
PT Inner Shaft	23071309	KU507005	Corrosion on threads, and ID.	Scrap/Replace	23071309		$ 3,707.75
PT Inner Nut	23030981	N/A	Insufficient staking area remaining.	Scrap/Replace	23030981		$ 196.77
PT Outer Nut	23001801	DD509360	Insufficient staking area remaining.	Scrap/Replace	23001801		$ 800.39
Spline Adapter	23072099	GK552082	Corrosion on inner splines	Scrap/Replace	23072099		$ 1,808.46
PT Coupling	N/L	N/L	Replace IAW CEB 1414	Scrap/Replace	M250-10415		$ 2,506.08
#5 Bearing Retaining Ring	23090049	N/A	Worn	Scrap/Replace	23090049		$ 61.73
#5 Bearing	M250-10106	NWC14-0123	Spalling on ID of outer race	Scrap/Replace	M250-10795		$ 907.52
#6 Bearing Retaining Ring	6859073	N/A	Face worn	Scrap/Replace	6859073		$ 60.33
GP FWD Labyrinth Seal	23090547	N/A	Knives worn unevenly	Scrap/Replace	23090547		$ 259.51
#5 Bearing Rotating Seal	6875491	QL77456	Not flat.	Scrap/Replace	6875491		$ 208.04
#5 Bearing Stator Seal	6898764	MB19700	Carbon seal chipped	Scrap/Replace	6898764		$ 955.79
D-Head Bolts 6ea.	23033399-03	N/A	Shanks worn	Scrap/Replace	23033399-03		$ 321.78
PT Press. Fitting Bolts 2ea.	MS9060-07	N/A	Bent.	Scrap/Replace	MS9060-07		$ 14.65
						TOTAL NEW PARTS:	$ 92,828.87

TURBINE REWORK/EXCHANGE/PURCHASE OHC PARTS

DESCRIPTION	REC. PART NO.	REC. SERIAL NO.	DISCREPANCY	DISPOSITION	REPL PART NO.	REPL SERIAL NO.	PRICE
Exhaust Collector	6879879	30195	#5 retaining ring bore worn beyond limits. Not concentric to brg. bore.	Rework			$ 5,950.00
PT Support	23065488	MK43958	19-24 Seals worn- requires metalizing and machining.	Rework			$ 2,450.00
GP Support	23065555	MK66712	Containment ring tang slots worn	Rework			$ 2,425.00
Containment Ring	23035175	DD509654	Tangs worn	Rework			$ 1,850.00
1st Stage Nozzle	23062753	KD258815	Flow check and adjust	Rework			$ 1,063.00
3rd Stage Nozzle	23069744	X520320	Flow check and adjust	Rework			$ 1,063.00
4th Stage Nozzle	23055939	X520741	3rd and 4th stage blade paths require machining. Flow check and adjust	Rework			$ 1,995.00
PT Labyrinth Seal	23037444	N/A	Seal knives worn- machine as required.	Rework			$ 850.00
PT Sump Cover	23065487	N/A	Air and oil seals worn- requires metalizing and machining to match rotator.	Rework			$ 2,395.00
Stator Seal	6877736	N/A	Worn- replate.	Rework			$ 950.00
					TOTAL REWORK/EXCHANGE PARTS:		$ 20,991.00

Date of Proposal: 2/5/2019

KEYSTONE TURBINE SERVICES LLC
STANDARD TERMS AND CONDITIONS

These terms and conditions apply to all sales, services, rentals and exchanges of an engine, module, part and/or accessory ("Unit") Keystone Turbine Services LLC, ("KTS").

885 Fox Chase, Suite 111 Coatesville, PA 19320; Phone 610.268.6200 • Fax 484.786.8680

1. CUSTOMER SERVICES.

A. Purchase Orders and Proposals. KTS will commence work for a Customer only after it receives a valid Purchase Order from the Customer approving and accepting KTS's Final Proposal for the products or services it will provide. Upon acceptance of a Purchase Order KTS agrees to perform in accordance with the Purchase Order and these Terms and Conditions. Any changes desired by either party to a Purchase Order are hereby rejected and deemed null and void, unless mutually agreed to by both parties in writing. Any oral understandings are expressly excluded. KTS is not obligated to commence services on a Unit until it receives all required materials and records containing up-to-date Unit time, cycle or other required life-limiting Airworthiness information. KTS may retain all replaced or rejected parts unless other arrangements are made with the Customer.

B. Customer Furnished Material. Customer may supply parts agreed to by KTS. Such parts will require reinspection by KTS IAW the applicable Overhaul Manual criteria. Any part requiring reinspection will be noted as a separate line item on the final quote. KTS disclaims all liability for such parts and Customer will indemnify KTS from and against any and all claims, losses, costs and expenses for the performance of such parts. If Customer's delay in providing parts delays KTS's performance, KTS can supply the parts at Customer's expense.

C. Delay in Services. When a shipping schedule and/or a target turn-around-time are agreed to in writing, Customer acknowledges that the delivery and performance dates are based on the assumption that there will be no delay, non- delivery, or nonperformance due to customer delays or to causes beyond the reasonable control of KTS, including, but not limited to material shortages or delays in deliveries to KTS by third parties, acts of God, terrorism, fire and compliance with governmental regulations. To the extent that such causes delay performance, the schedule shall be extended for as many days beyond the date set as is required to obtain removal of such causes, so long as KTS has used reasonable efforts to avoid or remove such causes. If the excusable delay circumstances extend for six (6) months, either party may, at its option, terminate the Purchase Order under the provision of section 5.

2. SHIPMENT AND INSPECTION.

A. Shipment. If requested, KTS will arrange shipping of a Unit from or to Customer, if the terms of shipment, rates and payment are agreed to in writing. Title and risk of loss, damage, or destruction of goods, shall pass to Customer upon delivery of the Unit at the FOB point.

B. Inspection. If upon receipt of a Unit at destination and after inspection, Customer concludes that the Unit does not to conform to the requirements of the Purchase Order, Customer shall, within five (5) business days after receipt of the Unit, notify KTS in writing and afford KTS a reasonable opportunity to inspect the Unit and make any corrections it deems necessary. If the Customer gives such notice, it will remain obligated to pay the applicable invoice by the due date. Customer shall be deemed to have accepted any Unit delivered hereunder and to have waived any right to reject such Unit, if notice is not timely made.

3. PRICING AND PAYMENT.

A. Pricing. Customer shall pay to KTS the amounts set forth in a Purchase Order and any required additional charges, including, but not limited to: (i) any and all costs and expenses incurred by KTS due to any modifications made to the Purchase Order at the Customer's request; (ii) all costs incurred by KTS due to late receipt of Customer's Unit and/or all materials required from the Customer (such as logbooks) and that contribute to work interference and/or delays; (iii) the cost of any KTS engine container if not returned within 30 days after Customer's receipt of a Unit;

(iv) charges due to Customer's termination of a Purchase Order or requiring a delay in the services, and (v) any and all taxes or fees, other than a tax upon the income of KTS, required to be paid by KTS, including without limitation, any tax or other fees resulting from the sale, shipping, storage, import/export or transfer of goods furnished hereunder.

B. Payment. Terms are net 30 days from date of invoice, unless otherwise specified in the Purchase Order or the invoice. KTS may delay shipment of a Unit until the outstanding invoice is fully paid, if it determines that the Customer may not pay the invoice when due. Customer shall not shall not have the right to set-off any amounts it owes KTS by any amounts KTS owes Customer. However, KTS shall have the right to set-off any amounts owed by Customer against any amounts owed by KTS to Customer.

Proprietary and Confidential

C. **Delinquencies.** In the event payments are not made in a timely manner, KTS may, singularly or in combination:

(i) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof on any delinquent payment;

(ii) withhold future shipments under any Purchase Order until delinquent payments are made; (iii) deliver future shipments under any Purchase Order on a prepaid basis, even after the delinquency is cured; and (iv) recover all costs of collection, including reasonable attorneys' fees. KTS shall have a lien on a Customer Unit(s) and other personal property in its possession for all amounts owed or owing to KTS under any Purchase Order. If said amounts have not been paid by Customer within seventy-five (75) days of the date on which they are due, KTS shall have the right to file for abandonment of the Unit and to sell said

property to satisfy the amounts due in addition to any other rights it may have at law or under these Terms and Conditions. Any amounts realized from any such sale in excess of the sums owed shall be credited toward future services. If a lien may not be placed on Customer's Units and other personal property, KTS shall retain possession until the delinquent payments are made. Customer shall indemnify and hold harmless KTS as to any claims, suits, and all associated costs in the event a third party claims an interest in the property sold.

4. RESTRICTIONS AND LIABILITY.

A. **Limited Warranty.**

(1) Rolls-Royce M250 Units: KTS warrants that for a period of one year or 1,000 hours of operation, after the date of Customer's receipt of a Unit overhauled and/or repaired by KTS, the Unit will be free of defects in workmanship based on the requirements of the manufacturer and FAA Regulations.

(2) For the warranty to be valid Customer must (a) send KTS written notice of a warranty claim within ten (10) days after the alleged defect is discovered or in the exercise of ordinary diligence should have been discovered; (b) not disassemble the Unit without prior approval from KTS; and (c) deliver the Unit to KTS within thirty (30) days after KTS received the notice. KTS will determine, in its sole discretion, whether there is a defect covered by this warranty. Units repaired by third party vendors will carry only the warranties as provided by the third party vendor. KTS will pass through to Customer any available manufacturer or third party parts warranties and will use commercially reasonable efforts to assist Customer with such warranty claims.

(3) In the event KTS determines that the warranty claim is valid, KTS shall conduct the replacement or repair at a location it chooses and reimburse the Customer for reasonable freight charges. In no event shall any warranty allowances exceed the fair market value of the Unit or the defective part. In the event KTS denies the claim, the Customer can accept the Unit as is or place a Purchase Order for KTS to replace or repair it. If the Customer chooses not to proceed with replacement or repair, the Customer is responsible for any cost incurred by KTS due to the warranty claim as well as all packaging and freight charges.

(4) This warranty is valid only if, following redelivery, the Unit (a) is transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Unit manufacturer as stated in its manuals, service bulletins or written instructions;

(b) was not altered, modified or repaired by anyone other than KTS; and (c) was not subjected to accident, misuse, abuse, operator error or neglect. It may not be assigned to any other party without KTS's written agreement.

(5) It is expressly agreed and understood that there are no other warranties, whether expressed, implied or statutory, including warranties of merchantability

or fitness for a particular purpose, affirmations of fact, guarantees, representations, commitments or promises by KTS with reference to the workmanship performed and materials used. In no event shall KTS be liable, whether in contract, tort, or otherwise for special, consequential, incidental or indirect damages arising out of the workmanship performed or material supplied by KTS in the overhaul or repair, including but not limited to loss of either revenues or profits, loss of use of the Unit, damage to other property or cost of substitute equipment. No agreement or understanding varying or extending the terms of this warranty shall be binding unless approved by KTS in writing.

B. **Import and Export Provisions.** Customer shall be the importer/exporter of record and shall be responsible for obtaining and complying with any and all importer and exporter licenses or other authorizations and import taxes or fees which may be required by the countries of origin and destination for importing the Unit and other materials required by the Purchase Order and paying all costs and expenses incurred. Customer will provide all available information that is necessary or useful for KTS to receive and return the Units. The Customer also agrees to not re- transfer, re-export or divert any Units, if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in furtherance of this Purchase Order, and any defense article which may be produced or manufactured from such technical data or defense service, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in the Purchase Order unless the prior written approval of the U.S. Department of State has been obtained. This obligation will remain binding on the Customer after the termination of this Purchase Order. Customer represents and warrants to KTS that it will comply with all laws of the countries and territories where Customer operates which are applicable to the performance under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA").

5. **TERMINATION.** KTS may terminate any Purchase Order of a Customer immediately, other than foreign governments, if (i) a receiver or trustee is appointed to manage any of the Customer's property; (ii) the Customer is adjudicated bankrupt, or application for reorganization under the Bankruptcy Act is filed by or against Customer which shall not be dismissed within thirty (30) days; (iii) the Customer becomes insolvent or makes an assignment for the benefit of creditors; (iv) the Customer takes, or attempts to take, the benefit of any insolvency acts; or (v) an execution be issued pursuant to a judgment rendered against the Customer that will interfere with its ability to pay all outstanding invoices. If either party terminates the Purchase Order, the Customer, its representative or trustee shall pay for work performed before termination and cancellation charges based upon status of work in process, parts purchased, facilities allocated, collection charges, storage and a reasonable allowance for profit.

6. **STANDARD CONTRACT TERMS AND CONDITIONS.**

A. **Waiver.** Any failure by either party to exercise any right granted by the terms and conditions of a Purchase Order or these Terms and Conditions shall not be construed as a waiver of such right or any other rights under such Purchase Order, and shall in no way affect the subsequent exercise of such right or of any other rights thereunder.

B. **Confidentiality.** Any disclosure made by one party to the other or by both parties to each other that constitutes a trade secret, information held by such party under a confidentiality agreement with a third party or information in which the disclosing Party holds proprietary rights shall be treated as confidential information. The Parties agree to use such confidential information with reasonable care, but in no event less than the same degree of care that is uses to prevent the unauthorized use, disclosure or publication of such confidential information, unless it: (a) is publicly known or subsequently becomes publicly known through no breach of these Terms and Conditions or the Purchase Order; (b) is known to the recipient at the time of disclosure or is independently developed by the recipient; (c) is received from a third party who had a lawful right to disclose such Confidential Information; or (d) is disclosed by the recipient to satisfy a legal demand by a governmental entity.

C. **Customer Indemnity.** Customer will indemnify KTS from third party losses for damage to or destruction of any property (including the Unit) or any injury to or death of any person caused by Customer's use, operation, repair, maintenance, or disposition of the Unit; provided, however, Customer shall not be required to indemnify KTS for any losses caused solely by KTS's gross negligence or willful misconduct in its performance of services under a Purchase Order. Customer shall indemnify KTS from and against all losses resulting in injuries or damages suffered by employees of Customer while on KTS premises.

D. **Limitation of Liability.** The total liability of KTS shall not exceed the dollar value of the amounts paid by Customer for the services and parts provided. Neither Party shall be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue or diminution of value whether as a result of breach of contract, warranty and any other claims at law or in equity including claims for fraud or tort. This limitation of liability does not apply to instances of gross negligence or willful misconduct by KTS.

E. **Assignment.** These Terms and Conditions may not be assigned by one party without the prior written consent of the other party, except that Customer's consent will not be required for an assignment by KTS to one of its affiliates.

F. **Waiver of Immunity** If Customer is incorporated or based outside the United States, to the extent that Customer or any of Customer's property becomes entitled to sovereign or other immunity from any legal action, Customer waives its immunity in connection with the Purchase Order.

G. **Notices.** All Customer notices or communications to KTS shall be in the English language and addressed to 885 Fox Chase, Suite 111 Coatesville, PA 19320.

H. **Dispute Procedures and Jurisdiction.** The laws of Pennsylvania shall govern the Purchase Order and these Terms and Conditions. If the Parties are unable to amicably resolve any dispute within thirty (30) days of a written notice by a party of the issues in dispute, the dispute will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a mutually agreed location in Pennsylvania. Any decision rendered by the arbitrator shall be final, conclusive and binding upon the Parties and may be enforced by any court in Pennsylvania.

I. **Headings.** The various headings herein are inserted for convenience only and will not affect the meaning or interpretation of these Terms and Conditions.

J. **Restriction on Solicitation.** Neither KTS nor the Customer will directly solicit the employment of any employee of either party who is in any way involved in the performance of an Purchase Order in process, plus a period of twelve (12) months thereafter; provided, the foregoing does not prohibit general solicitations of employment by publication not targeted at a specific individual or hiring a party's employee who first approached the other party.

K. **Entire Agreement.** The Purchase Order and any agreed upon changes and these Terms and Conditions constitute the entire agreement and understanding of the parties with regard to the rights and obligations of either party and merges and supersedes all prior communications, both oral and written, discussions, negotiations, understandings and agreements between the parties. No amendment to or waiver of these Terms and Conditions will be effective unless agreed to in writing.

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR

Vendor Number: 00013586
Keystone Turbine Services, llc
885 Fox Chase, ste 111
Coatesville, PA 19320

PO Date: 01/07/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO9A03889
Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

Office of the Sheriff
Professional Standards
501 Bay Street - Catherine St. Loading Dock
Jacksonville, FL 32202

Contact Battles, R #6515 at (904)642-0422

INVOICE

Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ246728	01/23/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
1	Rolls Royce Allison 250-C20J Turbine Section Overhall per Bid #XF-0276-19	1.00	EA	$68,913.05	$68,913.05
				Subtotal	$68,913.05
				Freight	$0.00
				Discount	$0.00
				TOTAL:	**$68,913.05**

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO

MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO: 59-89-0120K

FLORIDA STATE SALES AND USE TAX EXEMPTION NO: 85-8012821607C-8

Approved By Gregory Pease, Chief
Procurement Division

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.**

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-00-107377-34C, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000 344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specification is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi City agencies, in City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's - 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville/Duval County, Florida, and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

INTRADEPARTMENTAL CORRESPONDENCE

TO: Sgt. David B. Anderson, Unit Commander

FROM: Ronald E. Battles, A&P/IA Supervisor #6515 **DATE:** 2/6/2019

SUBJECT: Engine Inspection Turbine Section Change Order

Keystone Turbine Services was issued Purchase Order # 9A03889 in the amount of $68,913.05 for the inspection, repair and overhaul of Rolls-Royce/Allison 250-C20J Engine Turbine Section P/N 23069745 and S/N CAT-26958 per city bid XF-0276-19. As with all engine repairs, inspection, and overhaul work, the engine vendor has to perform a complete teardown inspection of the engine, and issue a final quoted price based on the findings of that inspection, in which a Change Order has to be issued. Attached is a report from Keystone Turbine Services of their findings from our Turbine Section Overhaul teardown and inspection. It is requested that PO #9A03889 be increased to $102,982.85 and a Change Order issued to cover the cost of the Turbine Section Overhaul. Your cooperation is greatly appreciated in this matter.

REVIEWED & FORWARD
TO C.U.C for approval.
FY 18-19 BUDGET 150K
FOR overhaul, came
in at $102,982.85.

Sgt. DB 7108
2/7/19

Respectfully Submitted,

Ronald E. Battles, A&P/IA Supervisor

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: J.S.O. AVIATION UNIT (Work Unit) | Patrol Support Division (Division) | select... (Dept.)

Requestor: Ronald E. Battles, A&P I/A Supervisor (Name) | 6515 (ID #) | 642-0422 (Phone) | 2/6/2019 (Date)

Deliver To Location: 855-18 St. Johns Bluff Rd. Jacksonville, FL 32225

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Change Order for Purchase Order number 9A03889 for the purchase of	N/A	1	########	$ 102,982.85
2	Rolls-Royce Allison 250-C20J Turbine Section Overhaul Serial Number CAT-				
3	26958. Per bid XF-0276-19				
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 102,982.85

Suggested Vendor: Keystone Turbine Services, LLC Vendor Phone: 1-610-268-6200 X301

Vendor Address / E-mail: 885 Fox Chase Suite 111 Coatesville, PA 19320 Contact: Rob Gordon rgordon@kts-aero.com

RECEIVED
FEB 13 A 11:49
OFFICE OF THE SHERIFF

☐ Proprietary
☐ Sole Source If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund * * Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

FOR N317 JP

Approvals:

1. SGT. [signature] 7108 — Signature — ID # 7108 — Date 2/7/19
2. AC [signature] — Signature — ID # 596E — Date 2-11-19
3. M. Nunnelly 6038 — Signature — ID # 6038 — Date 02/11/2019
4. [signature] — Signature — ID # 5513 — Date 02/12/19

Required approval level (per General Order 54):			
$0	to $2,500	-	Assistant Chief or higher
$2,501	to $5,000	-	Chief or higher
$5,001	or more	-	Director or higher

Budget Office Use Only
Index _____ Subobject _____
Analyst _____ Date _____

P-1532 Rev 12/2011

SUBJECT: ROLLS-ROYCE ALLISON 250-C20J TURBINE SECTION OVERHAUL

BID #: XF-0276-19 **OPEN DATE:** 11/28/2018

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: One Time Purchase

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: ALL OR NONE to the Lowest Responsive, Responsible Bidder.

NUMBER OF BIDS INVITED: (15) **NUMBER RECEIVED:** (5) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to Keystone Turbine Services, LLC to provide overhaul/inspection of a Rolls Royce Allison 250-C20J Turbine Engine for Jacksonville Sheriff's Office Aviation Unit. The not to exceed amount is $68,913.05, with a 5.4% contingency amount for unforeseen conditions associated with the repair.

Funding Source: SHPO011CAAV-04603 - To be encumbered by purchase order.

Attachments: Recommendation Memo; Bid Tabulation Sheet, Terms and Conditions

Analyst: DUSTIN FREEMAN **RESPECTFULLY SUBMITTED:** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Mike Bruno, Director, Patrol and Enforcement

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 12/20/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/20/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

QWS3270X 2/21/2019 4:39 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 02/21/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 4:34 PM

FISCAL MO/YEAR : 05 2019 CURRENCY CODE :
INDEX CODE : SHPO011CAAV AVIATION
SUBOBJECT : 04603 REPAIRS AND MAINTENANCE
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	FEB 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	860,221.47	860,221.47
EXPENDITURES	8,950.53	166,147.64	166,147.64
ENCUMBRANCES	2,127.07	226,554.94	226,554.94
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	-11,077.60	467,518.89	467,518.89

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND