SUBJECT: ROLLS-ROYCE ALLISON 250-C20J TURBINE SECTION 1750 HOUR INSPECTION/OVERHAUL

BID #: XF-0486-20 **OPEN DATE:** 08/26/2020

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY 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: 5 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award to Keystone Turbine Services, LLC, for replacement parts for the Turbine Section. Total increase is $59,006.76 with a revised total expenditure amount not-to-exceed $133,782.26. Period of service remains one hundred and eighty (180) days from date of award.

Funding for this award shall be encumbered from account 00111.533101.546030.000000.00000236 and executed by Purchase Order.

ATTACHMENTS: Agency Memo/Vendor Quote; Previous award

ANALYST: _____ **RESPECTFULLY SUBMITTED:** _____
OLIVE WALLACE-COHEN GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: NICK BURGOS, DIRECTOR OF PATROL AND 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

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Nick Burgos
Director of Patrol and Enforcement

Subject: XF-0486-20 Rolls Royce Allison 250-C20J Turbine Section 1750 Hour Inspection/Overhaul

Date: January 20, 2021

We are requesting a change order to XF-0486-20 (PO609988-20) with Keystone Turbine Services, LLC, to increase the award by $59,006.76, for a new not to exceed expenditure amount of $133,782.26. During the initial disassembly and inspection of the Turbine Section there were several items found that were beyond repair or rework and will have to be replaced. Attached is a copy of the required After-Inspection Final Proposal and the parts breakdown spreadsheet. The funding source is 00111.533101.546030.000000.00000236. The purchase will be processed via a change order to the original purchase order.

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

44786

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

RECEIVED
2021 JAN 20 A 11:11
OFFICE OF THE SHERIFF
BUDGET & MGMT. DIV.

INTRADEPARTMENTAL CORRESPONDENCE

TO: Sgt. David B. Anderson, Unit Commander

FROM: Ronald E. Battles, A&P/IA Supervisor #6515 **DATE:** 1/13/2021

SUBJECT: Engine Overhaul Turbine Section Change Order

Keystone Turbine Services was issued Purchase Order # 609988-20 in the amount of $74,775.50 for the inspection, repair and overhaul of Rolls-Royce/Allison 250-C20J Engine Turbine Section P/N 23069745 and S/N CAT-26098 per city bid XF-0486-20. 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 # 609988-20 be increased to $133,782.26** and a Change Order issued to cover the cost of the Turbine Section Overhaul. This scope of work was budgeted in the Aviation Units projected budget for fiscal year 2020-2021. Your cooperation is greatly appreciated in this matter.

project Funded
by THE AVIATION
Unit FY 20.21 Budget
Forward to C.O.C. for
REVIEW & APPROVAL.
Sgt. D.B. Anderson #708
1/3/21

Respectfully Submitted,

Ronald E. Battles, A&P/IA Supervisor

A.C. 607

CHIEF. # 6214

D.C. #7483

P-0004 Rev. 07/15

KEYSTONE TURBINE SERVICES

AFTER-INSPECTION FINAL PROPOSAL

Date:	January 12, 2021	Work Order No.:	020494-TB	Purchase Order No.:	609988-20	Rev No.	Original

To:	Mr. Ron Battles			
	Office of the Sheriff Aviation Unit			
	855-18 St. Johns Bluff Road			
	Jacksonville	FL	32225	USA

Subject:	Overhaul and comply with 3500 hour inspections.				
Unit:	Turbine	Model:	M250-C20J	Serial Number:	CAT-26098

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:	Office of the Sheriff Aviation Unit	PURCHASE ORDER #:	609988-20	KTS WORK ORDER #:	020494-TB
UNIT:	Turbine	SERIES:	M250-C20J	SERIAL #:	CAT-26098
REASON FOR REMOVAL:	Overhaul and comply with 3500 hour inspections.			REVISION:	Original

2. WORKSHEET

1. BASIC LABOR:			$	11,088.00
2. NEW PARTS:				
Subtotal New Parts:	$ 117,272.94			
Less Discount:	22.6% $ 26,503.68	TOTAL NEW PARTS:	$	90,769.26
3. REWORK/EXCHANGE PARTS:			$	27,376.00
4. TURBINE ASSEMBLY KITS:			$	2,054.00
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:	$	133,782.26

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:	1/12/2021	Valid until:	2/11/21

KTS W.O. NUMBER:	020494-TB	SERIAL NUMBER:	CAT-26098	CUSTOMER P.O. #	609988-20	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	X652786	Low time remaining.	Scrap/Replace	M250-10223		$ 15,126.10
2nd Stage Wheel	23073854	X643514	Low time remaining.	Scrap/Replace	23073854		$ 16,937.54
Enhancement Kit	N/A	N/A	Required for replacement of 3rd/ 4th stage wheel and 3rd/ 4th stage nozzle.	Scrap/Replace	23069746		$ 73,895.47
Spline Adapter	23072099	GK576989	Internal corrosion.	Scrap/Replace	23072099		$ 1,993.83
GP Coupling	N/A	N/A	Not received.	Scrap/Replace	RR30000372		$ 2,256.28
PT Coupling	N/A	N/A	Not received.	Scrap/Replace	M250-10415		$ 2,762.95
#5 Bearing Retaining Ring	23090049	N/A	Face worn.	Scrap/Replace	23090049		$ 68.06
Thrust Plate Qty. 1	6870796	N/A	Missing one.	Scrap/Replace	6870796		$ 48.14
#8 Bearing Spanner Nut	6840407	N/A	Staking area worn beyond allowable limits.	Scrap/Replace	6840407		$ 78.22
Pressure Oil Tube	6871470	N/A	Worn beyond allowable limits.	Scrap/Replace	23088474		$ 312.74
#5 Bearing Rotating Seal	6875491	QL81210	Not flat.	Scrap/Replace	6875491		$ 260.78
#5 Bearing Stator Seal	6898764	MB22512	Carbon seal chipped	Scrap/Replace	6898764		$ 1,093.90
D-Head Bolts 6ea.	6876097-03	N/A	Shanks worn	Scrap/Replace	6876097-03		$ 1,646.58
Fireshield Retaining Bolts Qty. 1	AN104607	N/A	Missing one.	Scrap/Replace	AN104607		$ 2.75
Igniter Plug	6877518	N/A	Hex stripped and holes worn beyond limits.	Scrap/Replace	6877518		$ 789.60
						TOTAL NEW PARTS:	$ 117,272.94

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	32468	Surface T not flat - metalize. Cracks - weld.	Rework			$ 2,830.00
PT Support	6898730	DW18567	6 and 7 damper groove oversized. 25-28 seal gouged. 19-24 seal out of round. Cracks - weld.	Exchange	6898730		$ 7,450.00
GP Support	23038118	DW62675	Containment ring slots worn. Struts chaffed.	Rework			$ 3,488.00
1st Stage Nozzle	23075927	KD505594	Flow check and adjust	Rework			$ 1,063.00
2nd Stage Nozzle	23086070	C715	C/W CEB A 1375	Exchange	23086070		$ 5,650.00
PT Outer Shaft	M250-10416	WN59422	MPI and Alseal.	Rework			$ 895.00
PT Labyrinth Seal	6896469	N/A	9-12, 13-18 knives not true.	Rework			$ 800.00
PT Sump Cover	6888547	N/A	9-12, 13-18 seals grooved - metalize.	Rework			$ 2,175.00
#1 Nozzle Shield	23073533	N/A	CEB A 1370. Crack in braze joint.	Exchange	23084282		$ 3,025.00
						TOTAL REWORK/EXCHANGE PARTS:	$ 27,376.00

Date of Proposal: 1/12/2021

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.

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

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.

SUBJECT: ROLLS-ROYCE ALLISON 250-C20J TURBINE SECTION 1750 HOUR INSPECTION/OVERHAUL

BID #: XF-0486-20

OPEN DATE: 08/26/2020

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY 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: 5 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Keystone Turbine Services, LLC as the lowest responsive, responsible bidder. Total expenditure amount not-to-exceed $74,775.50. Period of service will be one hundred and eighty (180) days from date of award.

Funding for this award shall be encumbered from account 00111.533101.546030.000000.00000236 and executed by Purchase Order(s).

ATTACHMENTS: Recommendation Memo; Bid Tabulation; Terms & Conditions; Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: MIKE BRUNO, DIRECTOR OF 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: 9/10/20

_____ OTHER: _____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 9/11/20

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For. Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02