



Contract Number

23-1314

SAP Number

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Hangar One Avionics, Inc.
<b>Contractor Representative</b>	Ken Piland, Manager
<b>Telephone Number</b>	(760) 929-2270
<b>Contract Term</b>	12/20/2023 – 12/19/2024
<b>Original Contract Amount</b>	\$19,003,783
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	\$19,003,783
<b>Cost Center</b>	4430001000

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) desires to designate a Contractor of choice to provide one (1) Subaru Bell 412EPX IDR (Helicopter), warranty, and training (Services); and

**WHEREAS**, the County conducted a competitive process to find Hangar One Avionics, Inc. (Contractor) to provide the Helicopter and related Services, and

**WHEREAS**, the County finds Contractor qualified to provide the Helicopter and related Services; and

**WHEREAS**, the County desires that such Helicopter and related Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

- A.1 Board: The San Bernardino County Board of Supervisors.
- A.2 Contract: The Contract between the County and the Contractor that specifies the terms and conditions of how the Contractor will provide services or products to the County.

- A.3 Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.4 Purchasing Agent: The Director of the County Purchasing Department, or their designee.
- A.5 Purchase Order (PO): A purchase order specifying the types and quantity of Products, Services, or Software ordered, the method of delivery, the delivery date required, and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.6 Services: The requested Services described in the Contract.
- A.7 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing Services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

**B. CONTRACTOR RESPONSIBILITIES**

The Helicopter and related Services shall meet or exceed the requirements herein:

**B.1 CONTRACTOR REQUIREMENTS**

Contractor shall maintain all local, state, and federal certifications to perform work as required under the Contract.

**B.2 GENERAL SPECIFICATIONS**

The Helicopter shall be factory new, never registered, and the latest current model in production, complete with all standard equipment unless otherwise specified, and all customizations as noted. Any item which is considered standard equipment, but not listed below, shall not be removed from the Helicopter. Contractor shall furnish all current mandatory Federal Aviation Regulations (FAR), Federal Aviation Administration (FAA) Regulations, and Federal Communications Commission (FCC) Regulation's safety requirements.

**B.3 HELICOPTER SPECIFICATIONS**

3.1 BASIC AIRCRAFT

3.1.1 Subaru Bell 412EPX IFR

3.2 STANDARD FACTORY INSTALLED KITS

3.2.1 Main Rotor Blades – High Visibility Paint Option

3.2.2 Rotor Brake

3.2.3 Dual Controls

3.2.4 Cargo Hook Provisions

3.2.5 Co-Pilot Clock Kit

3.2.6 412EP Strake and Fin

3.2.7 Bell Basix-Pro Integrated Avionics System

3.2.8 DME (Bendix/King KDM-706)

3.2.9 Increased Generator Capacity

3.2.10 IFR FAA Kit

3.2.11 Pratt & Whitney PT6T-9 Twin-Pac Engines

3.2.12 Self-illuminating Fasten Seatbelt and No Smoking Placards

3.2.13 Standby Instruments

3.2.14 Emergency Locator Transmitter (ELT) Provisions

- LED Lighting (Interior/Exterior)

3.3 ADDITIONAL CUSTOMIZATIONS AND KITS

3.3.1 AirComm Air Conditioner with Dual Forward Evaporators

3.3.2 Emergency Locator Transmitter (ELT) ARTEX C406N-HM / 3 Freq with GPS Interface

3.3.3 Scuff Plates – Cabin and Crew

- 3.3.4 Avionics Master Switch
- 3.3.5 DART Aerospace Limited (DART) 304 Fire Tank System; P/N 304-000000-002
- 3.3.6 DART 304 Dual Cyclic Control Box; P/N 304-501101-003
- 3.3.7 Kawak Aviation 28VDC 900gpm Hover Refill Pump
- 3.3.8 GPMS Health and Usage Monitoring System (HUMS)
- 3.3.9 Garmin GTN 750-HTAWS Enablement Upgrade for EPX
- 3.3.10 Wire Strike Protection System
- 3.3.11 (2) DART Crew Door Automatic Door Opener Kit – Pilot and Copilot; P/N D412-698-023
- 3.3.12 External Rescue Hoist Provisions and Equipment – Aeronautical Accessories Inc. (AAI)/Goodrich HEC 600 lbs. (272 kg), 290' (88.4 m) Cable, Manual Cutter Cable Guard (Non-Float Equipped)
- 3.3.13 Garmin GTN Search Pattern Enablement
- 3.3.14 Garmin GTX-345R ADSB In and Out Transponder
- 3.3.15 Traffic Advisory System (TAS, TCAS) Avidyne TAS605A VeriTAS with Mutable Audio; P/N TAS605
- 3.3.16 Alpine Aerotech Cargo Mirror/LED Pulse Light; P/N AAL-290-010-902
- 3.3.17 Doors-Open Flight Kit (AA); P/N 412-799-001
- 3.3.18 53-Amp Hour Lead-Acid Battery
- 3.3.19 L3 Wescam Provisions – AAI Nose Quick Mount and EOIR Cables, Hand Controller (MX Camera System, Requires Monitor)
- 3.3.20 4-Axis Digital Automatic Flight Control System (DAFCS) with Dual Flight Director
- 3.3.21 AUX Equipment Kit-ELP 4-Axis Without Left Hand Pilot in Command (LHPIC)
- 3.3.22 Enhanced Hover Hold Kit (Includes Radar Altimeter #2 (KRA-405B), Hover Sensor (CMA5024), Mode Select Panel, Annunciators
- 3.3.23 FlightCell DZMx Satellite Phone and Tracking System
- 3.3.24 Aeronautical Accessories / Alpine Aerotech BearPaw
- 3.3.25 Loud Hailer (600W) – AEM/NAT LS600 Loudspeakers, Mounts, LSA400 AMP, LSC22 Controller
- 3.3.26 HD Hoist Camera
- 3.3.27 Dual USB Charging Port (2 Outlets Located in Cabin)
- 3.3.28 Appareo Vision Airborne Image Recording System (AIRS) – 400; P/N AIRS-400
- 3.3.29 LifePort Cabin Seating Package (STC SR00671LA) Including: Forward-Facing Aft Wall Seat Rack Install Kit; Aft-Facing Seat Rack Install Kit; Six (6) Forward-Facing Flip Up Seats with 4-Point Harness; Three (3) Aft-Facing Flip Up Seats with 4-Point Harness; Four (4) Cargo Pallets; One (1) Support Package; Also Include Standard Rear Passenger Seats.
- 3.3.30 USB Charge Ports (2) Cockpit
- 3.3.31 Audio Panels – Cockpit/Cabin Becker DAC to include (1) REU, (4) ACU, (1) ICS6100, Intercom (replaces std NAT), 13 Place Cabin ICS with ICS Call.
- 3.3.32 AAI Cockpit Voice (CV)/Flight Data Recorder (FDR)/Underwater Locator Beacon (ULB)/Quick Access Recorder (QAR)/Recorder Independent Power Supply (RIPS) (Penny & Giles/Dukane)
- 3.3.33 Tail Rotor Camera
- 3.3.34 Crew Camera
- 3.3.35 Churchill Navigation ARS Moving Map/Augmented Reality/Recording System (Aviation and Street) Interfaces to EOIR (if Equipped); P/N ARS700
- 3.3.36 Alpine Aerotech Collector Bowl Kit – C-Box Drain Reservoir; P/N AAL-061-502-001
- 3.3.37 AxnesWireless ICS (Base Station, Control Panel) / (2) MP50 Single Band Handsets and Chargers / For Use by Hoist Operator and External Rescuer
- 3.3.38 Searchlight – Trakkabeam TLX with IR (Filter Disabled for Certification, Delivery), Hand Grip Controller, Slaving to EOIR (if Equipped), AAI Quick Mount – Provisions and Equipment
- 3.3.39 Loose Equipment – (10) Alpine Aerotech Drop Cords for ICS; P/N AAL-280-050C1-07Y2B2Y2CS
- 3.3.40 Loose Equipment – (3) CMC Helitack Hotseats; P/N 724488

- 3.3.41 Loose Equipment – (1) CMC Lifesaver Victim Harness (Lower Portion); P/N 202405
- 3.3.42 Loose Equipment – (1) CMC Lifesaver Victim Chest Harness (Upper Portion); P/N 202404
- 3.3.43 Loose Equipment – (1) CMC Helltack Airbag; P/N 724247
- 3.3.44 Loose Equipment – (6) CMC Fastlink Pick-Off Strap; P/N 201107
- 3.3.45 Loose Equipment – (1) CMC Rope Bag Model 2, Red; P/N 430203
- 3.3.46 Loose Equipment – (2) CMC Anchor Plate, Aluminum; P/N 300610
- 3.3.47 Loose Equipment – (1) ARS Tag-Line Fast Break; P/N QRD-400
- 3.3.48 Loose Equipment – (1) Start Stick 10; P/N 100154
- 3.3.49 Loose Equipment – (1) Ferno Scoop EXL Stretcher
- 3.3.50 Loose Equipment – (3) Honeywell Miller Self-Retracting Lifeline; P/N PFL-4-Z7/9FT
- 3.3.51 Loose Equipment – (6) Rock Exotica Auto-Lock Steel Carabiner; P/N M31 TLN
- 3.3.52 Loose Equipment – (4) NVG Goggles – (ASU) L-3 Model AN/AVS-9 White Phosphor with Helmet Mount, Battery Pack, Mounting Bracket Kit, Carry Case; P/N 9S1005-BUWA
- 3.3.53 AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System) EPI
- 3.3.54 (1) Zoll AutoPulse Resuscitation System for EMS; P/N 8700-0700-01
- 3.3.55 Gross Weight Towing Adaptor (Requires Cable) (Dart Landing Gear Only); P/N D412-666-011
- 3.3.56 Gross Weight Towing Cable (Dart Landing Gear Only); P/N D412-783-011
- 3.3.57 Cargo Hook Equipment (5000 lb. rating); P/N 200-088-10
- 3.3.58 On Board Weighing System for Factory Cargo Hook Equipment
- 3.3.59 Fast Rope Insertion / Extraction System (AA); P/N 412-500-001
- 3.3.60 Floor Protector – Cabin, Alpine Aerotech (AA); P/N AAL-212-020-905
- 3.3.61 Technisonic TDFM 9300 Series Radio; TDFM-9300
- 3.3.62 Technisonic RC9000 Remote Control Head for Cabin
- 3.3.63 TDFM Antennas including Lo Band Antenna Tuner
- 3.3.64 AAI/Helifab Automatic Door Opener – Baggage; P/N 5230 01 01
- 3.3.65 Onboard/VIH Cargo Hook Retention (Anti Rotation) System; P/N V205-110
- 3.3.66 L3 Wescam MX-10 Multi Sensor Camera – Equipment with Laser, High-Definition Infrared (FLIR), and EO Narrow; P/N MX-10
- 3.3.67 Dart 31" Extended Height Skid Gear with Full Length Skid Pads (Replaces Standard Gear and Electric Steps). Includes LH/RH and Cable Guard.
- 3.3.68 Loose Equipment – 304 FAS KIT, Stowable Hover Pump; P/N 304-605001-001 (Pump Only)
- 3.3.69 (2) Macro-Blue 12.1" Monitor

3.4 EXTERIOR

Contractor shall ensure that the Helicopter is delivered with the custom paint scheme as provided in Attachment B – Paint Scheme. Additionally, the tail rotor drive shaft covers shall be painted with Cerakote ceramic thin-film coating utilizing the same color scheme as provided in Attachment B – Paint Scheme.

**B.4 TRAINING**

- 4.1 Contractor shall provide maintenance training for three (3) mechanics at the Bell Training Academy located in Hurst, Texas, as follows:
  - 4.1.1 412EPI Maintenance Differences
  - 4.1.2 412EPI Avionics Maintenance Differences
  - 4.1.3 412 Series Field Maintenance
  - 4.1.4 Component Overhaul Training
  - 4.1.5 412 SPZ-7600 Digital AFCS Maintenance
- 4.2 Contractor shall provide training for seven (7) pilots at the Bell Training Academy located in Hurst, Texas, as follows:
  - 4.2.1 412EPX Initial - Two (2) Pilots

#### 4.2.2 412EPX Recurrent – Five (5) Pilots

### **B.5 DELIVERY AND ACCEPTANCE**

Prior to delivery of the Helicopter by the manufacturer to the Contractor for completion, Sheriff personnel shall complete an initial inspection including, but not limited to, general functions and paint scheme, at the manufacturer's Tennessee Service Center located at 450 Industrial Park Road, Piney Flats, Tennessee, 37686. Once inspected, the manufacturer shall coordinate with the Contractor to ferry the Helicopter to the Contractor's facility; at minimum, two (2) Sheriff personnel shall accompany the manufacturer's pilot during this flight.

Prior to delivery of the completed Helicopter, Sheriff personnel shall perform a final inspection, at the Contractor's facility, to confirm that all requested specifications for the Helicopter have been completed. Contractor shall deliver the completed Helicopter to Sheriff personnel at the Barstow-Daggett Airport located at 39500 National Trails Highway, Daggett, CA 92327. Delivery shall occur within fourteen (14) months after issuance of a Purchase Order, and acceptance shall occur upon the inspection and written confirmation by Sheriff that the product delivered conforms to the specifications and requirements set forth herein. Sheriff shall test the Helicopter prior to acceptance to ensure all items are functioning and free from defect.

### **B.6 CERTIFICATION**

6.1 United States FAA

### **B.7 WARRANTY**

The Manufacturer's Standard Warranty shall apply to this Contract. The warranty shall provide at minimum one (1) year of coverage on airframe, installed equipment, loose parts and equipment, and a minimum of one (1) year labor warranty. The warranty period shall commence on the date that the Helicopter is delivered and accepted by Sheriff. All parts supplied as part of a warranty claim and/or repair shall be new; not used or remanufactured.

### **B.8 TIMELINE FOR COMPLETION**

Contractor shall provide a good faith estimate of the time frame required for completion of the Helicopter (Attachment D – Work Plan and Schedule).

### **B.9 ADDITIONAL INSURANCE REQUIREMENTS**

In addition to Section G. – Indemnification and Insurance Requirements, Contractor shall possess the following:

9.1 Hangar Keepers Insurance - \$10 million minimum.

9.2 Aviation Liability Insurance - \$50 million per occurrence, including products and completed operations, property damage, and bodily injury with a \$50 million aggregate.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent

that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of the Contract.

**C.5 Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets County's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 90-day period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

The Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under the Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving Services pursuant to the Contract, except for statistical



information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Sheriff/Coroner/Public Administrator, or designee, shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of the Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing Services for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County.

The County may terminate for default or breach of Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

The Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of the Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of the Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate the Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.



Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to the Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of the Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of the Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of the Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to the Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Contract, that party shall,

within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

**C.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to the Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to the Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of the Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under the Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of the Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of the Contract are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Reserved**

**C.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that



requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C.49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**C.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**C.51 Reserved**

**D. TERM OF CONTRACT**

The Contract is effective as of December 20, 2023 and expires December 19, 2024, and may be extended for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement by the County and the Contractor, and County Board of Supervisors' approval, but may be terminated earlier in accordance with provisions of the Contract.

**E. Reserved**

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under the Contract shall not exceed \$19,003,783, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as



provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Contractor shall provide County itemized invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates and payment schedule listed in Attachment A – Cost, attached hereto and incorporated by reference. All invoices shall include the applicable Purchase Order and/or Contract number. Payments shall be executed through a third-party aircraft escrow company (Escrow) as selected by Sheriff. The County shall make payment to Escrow within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Additionally, the County may conduct inspections at various times during the Contract term to check on the quality of the work. Payments shall not be provided for services deemed unacceptable by the County. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG
- Mail invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable  
655 East Third Street  
San Bernardino, California, 92415

**F.3** Contractor shall accept all payments from Escrow acting on behalf of the County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County and Escrow required to process EFT payments.

**F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.5** Costs for Services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**F.6** Funds made available under the Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as the Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.7** Reserved

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of the Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any

insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

#### **G.11 Insurance Specifications**

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a State-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.11.2** Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**G.11.6** **Reserved**

**G.11.7** **Reserved**

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under the Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

In the event the County determines that Contractor’s performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any

deficiency within forty-eight hours of such notification, or County at its option, may terminate the Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under the Contract or otherwise

**H.2** Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of the Contract shall be a material breach of the Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate the Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in the Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County*  
Sheriff/Coroner/Public Administrator  
Attn: Bureau of Administration – Contracts &  
Procurement  
655 East Third Street  
San Bernardino, CA 92415

*Hangar One Avionics, Inc.*  
2026 Palomar Airport Rd.  
Carlsbad, CA 92011

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Contract, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.



IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County  
Deputy



Hangar One Avionics, Inc.  
(Print or type name of corporation, company, contractor, etc.)

By ► *Ken Piland*  
(Authorized signature - sign in blue ink)

Name Ken Piland  
(Print or type name of person signing contract)

Title Manager  
(Print or Type)

Dated: 11/28/2023

Address 2026 Palomar Airport Rd.  
Carlsbad, CA 92011

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *Grace B. Parsons*  
Grace B. Parsons, Deputy County Counsel  
Date 12/11/23

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Kelly Welty*  
Kelly Welty, Chief Deputy Director of  
Sheriff's Administration  
Date 12/11/23

**ATTACHMENT A - COST**

**Section A: Helicopter**

Item No.	Est. Qty.	Description	Unit of Measure	Price	Discount	Extended Price
1	1	Subaru Bell 412EPX IFR Helicopter	Each	\$17,404,511.59	0	\$17,404,511.59
					Tax (7.75%)	\$ 1,348,849.65
					Total	\$18,753,361.24

**Section B: Training**

Item No.	Est. Qty.	Description	Unit of Measure	Price	Discount	Extended Price
1	3	412EPI Maintenance Differences	Each	\$1,894.74	0	\$5,684.21
2	3	412EPI Avionics Maintenance Differences	Each	\$3,543.86	0	\$10,631.58
3	3	412 Series Field Maintenance	Each	\$9,438.60	0	\$28,315.79
4	3	Component Overhaul Training	Each	\$14,157.89	0	\$42,473.68
5	3	412 SPZ-7600 Digital AFCS Maintenance	Each	\$3,543.86	0	\$10,631.58
6	2	412 EPX Initial	Each	\$26,605.27	0	\$53,210.53
7	5	412 EPX Recurrent	Each	\$19,894.74	0	\$99,473.68
					Total	\$250,421.05

**Section A + Section B (Total Price) \$19,003,782.29**

**Section C: Payment Schedule**

1. Deposit Upon Receipt of Order/PO: \$ 3,000,000.00
2. Payment Upon Contractor Taking Possession of Aircraft from Manufacturer: \$ 13,500,000.00
3. Payment Upon Sheriff Acceptance of the Aircraft: \$ 2,503,782.29





Ship To: County of San Bernardino  
39500 National Trails Highway  
Daggett, CA 92327

Attn:  
Ph:  
Fx:

QUOTATION

Date: 10/28/23  
Quote # 20231028-1A

TERMS  
Aircraft Reg: TBD  
Aircraft Type: Bell 412EPX  
Aircraft S/N: TBD  
Completion Time at Hangar One: 5 months

LINE ITEM PRICE QUOTE

Qty	PART NUMBER	DESCRIPTION	LABOR	PARTS	TOTAL
<b>BASIC AIRCRAFT</b>					
1	Bell 412EPX IFR	Subaru Bell 412EPX IFR		13,037,337.89	13,037,337.89
<b>STANDARD FACTORY INSTALLED KITS</b>					
		Main Rotor Blades - High Visibility Paint Option			
		Rotor Brake			
		Dual Controls			
		Cargo Hook Provisions			
		Co-Pilot Clock Kit			
		412EP Strake & Fin			
		Bell Basix-Pro Integrated Avionics System			
		DME (Bendix/King KDM-706)			
		Increased Generator Capacity			
		IFR FAA Kit			
		Pratt & Whitney PT61-9 Twin-Pac Engines			
		Self-Illuminating Fasten Seatbelt & No Smoking Placards			
		Standby Instruments			
		Emergency Locator Transmitter (ELT) Provisions			
		LED Lighting (Interior / Exterior) - Incandescent Pilot Spotlight			
<b>ADDITIONAL CUSTOMIZATION AND KITS INSTALLED</b>					
1	Forward Row Seats	Removable Forward facing Front Row seats for Cabin (provides 4 fwd facing seats)		25,283.11	25,283.11
1	Air Conditioner	AirComm Air Conditioner with Dual Forward Evaps		308,105.26	308,105.26
1	Scuff Plates	Scuff Plates Cabin and Crew		15,368.42	15,368.42
1	965-36411-001	AAI Wire Strike Protection System Installation		39,473.68	39,473.68
1	Rescue Hoist	External Rescue Hoist - HEC - AAI Goodrich 600 lb (272 kg), 290' (88.4 m) Cable - Provisions & Equipment - inc. Zephyr cutter, cable guard (non-float equipped)		450,000.00	450,000.00
1	Search and Rescue	Garmin GTN Search and Rescue enablement -		4,947.37	4,947.37
1	4-Axis	4-Axis Digital Automatic Flight Control System (DAFCS) w/Dual Flight Director		188,526.32	188,526.32
1	AUX Equip Kit	AUX Equip Kit-ELP 4 Axis without Left Hand Pilot in Command (LHPIC)		3,368.42	3,368.42
1	Hover Hold	Enhanced Hover Hold Kit (includes Radar Altimeter #2 (KRA-405B), Hover Sensor (CMA5024) Mode Select Panel and Annunciators		282,000.00	282,000.00
1	FDR	AAI Cockpit Voice (CV)/Flight Data Recorder (FDR)/Underwater Locator Beacon (ULB)/Quick Access Recorder (QAR)/Recorder Independent Power Supply (RIPS) (Penny & Giles/Dukane)		144,315.79	144,315.79
1	ELT	Emergency Locator Transmitter (ELT) ARTEX C406N-HM	6000	9,608.75	15,608.75
1	Avionics Master Switch	Install Avionics Master Switch	4500	1,875.00	6,375.00
1	304-00000-002	DART 304 Fire Tank System	65000	251,600.00	316,600.00
1	304-501101-003	DART 304 Dual Cyclic Control Box	6500	2,746.25	9,246.25
1	Hover Pump	Kawak Aviation 28VDC 900gpm Hover Refill Pump		39,875.00	39,875.00
1	GPMS	GPMS HUMS Kit	45000	64,281.25	109,281.25
1	HTAWS	Garmin GTN 750 HTAWS Upgrade	8000	7,495.31	15,495.31
2	D412-698-023	DART Crew Door Automatic Door Opener Kit Pilot and Copilot	4500	1,487.50	5,987.50
1	ADSB IN	Garmin GTX-345R ADSB IN and OUT Transponder	6500	6,250.00	12,750.00
1	TAS605	Traffic Advisory System (TAS,TCAS) Avridine TAS605A VerITAS with Mutable Audio.	20000	19,687.50	39,687.50
1	AAL-290-010-902	Alpine Aerotech Cargo Mirror / LED Pulse Light	5000	9,691.25	14,691.25
1	412-799-001	Doors-Open Flight Kit (AA)	4000	8,317.50	12,317.50
1	Battery	53 AMP Hour Lead-Acid Battery	2500	4,984.00	7,484.00
1	Camera Provisions	L3 Wescam Provisions - AAI Nose Quick Mount and EOIR cables, hand controller (MX Camera System, requires monitor)	43500	50,625.00	94,125.00
1	AF412NM	Meeker Nose Mount and Installation to support MX-10 camera system		-	-
1	Dovetail	Meeker Dovetail		-	-
1	Seat Cell DZMX	Install a Flight Cell DZMX Sat/Cell Phone with built in tracker	8500	19,750.00	28,250.00
1	AAL-290-040-001	Aeronautical Accessories / Alpine Aerotech Bear Paw	2000	11,206.25	13,206.25
1	PA System	Loud Haller (600W)-AEM/NAT LS600 Loudspeakers, Mounts, LSA400 AMP, LSC22 Controller. Mount one speaker forward for water drops and one right downward for hoist.	27000	32,990.00	59,990.00
1	Hoist Camera	HD Hoist Camera	5000	2,500.00	7,500.00
1	USB Port	Dual USB Charging Port (2 outlets located in Cabin)	3500	625.00	4,125.00
1	AIRS-400	Appero AIRS-400 Cockpit Camera	6500	15,625.00	22,125.00
1	LIFEPORT SEATING	LifePort Cabin Seating Package (STC SR00671LA) Including: Forward-facing aft wall seat rack install kit; Aft-facing seat rack install kit; six (6) Forward-facing flip up seats with 4-point harness; three (3) Aft-facing flip up seats with 4-point harness; four (4) cargo pallets; one (1) support package	18500	168,750.00	187,250.00
2	USB Port	USB Charge Ports (2) Cockpit	3500	1,250.00	4,750.00
1	Audio System	Audio Panels - Cockpit/Cabin Becker DAC to include (1) REU, (4) ACU, (1) ICS6100, Intercom (replaces std NAT), 13 place cabin ICS with ICS call	55000	62,500.00	117,500.00
1	Tail Camera	Tail Rotor Camera	5000	2,500.00	7,500.00
1	Crew Camera	Crew Camera	5000	2,500.00	7,500.00
1	ARS700	Churchill Navigation ARS Moving Map/Augmented Reality/Recording System (aviation and street) Interfaced to EOIR (if equipped)	28000	137,500.00	165,500.00
1	AAL-061-502-001	Alpine Aerotech Collector Bowl Kit - C-box Drain Reservoir	3000	2,065.00	5,065.00

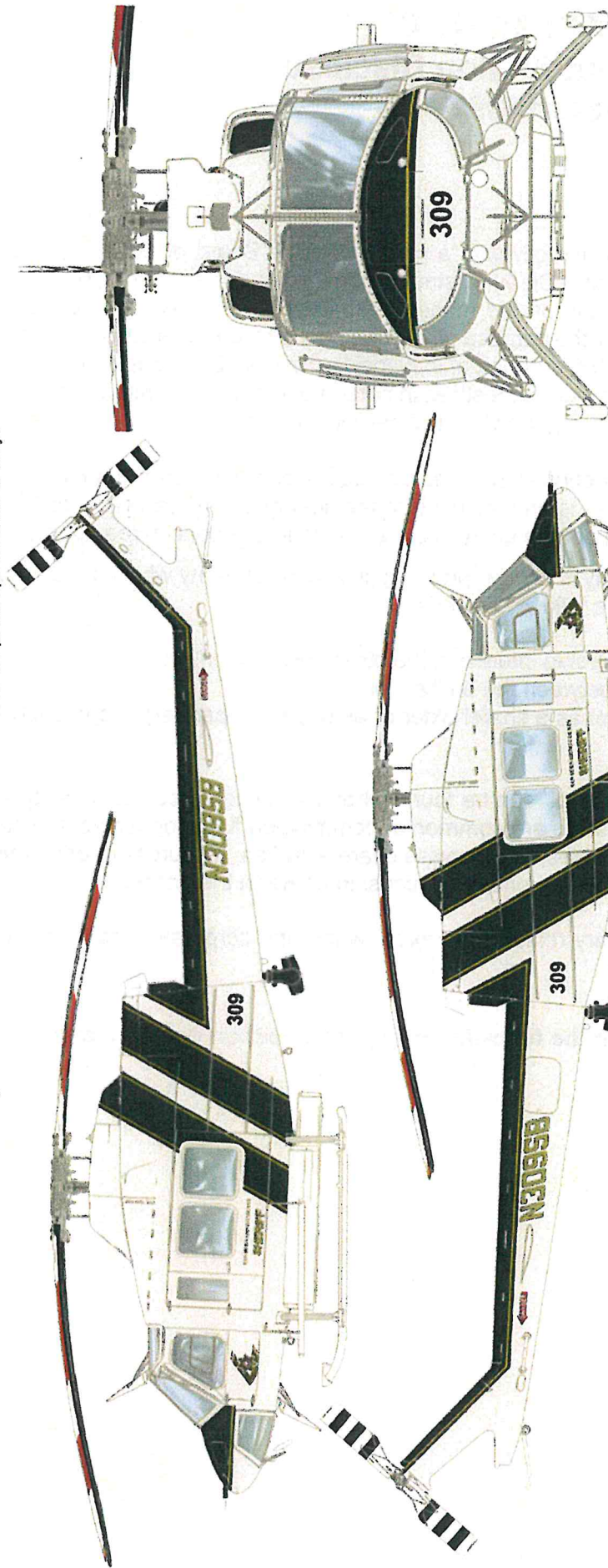



1	Wireless ICS system	Axnes PolyCon Wireless ICS (Base Station, Control Panel) / (2) MP50 Single Band Handsets and Chargers / For use by Hoist operator and External Rescuer	15000	46,036.25	61,036.25
1	Searchlight	Searchlight – Trakkobeam TLX w/IR (Filter disabled for certification, delivery), Hand Grip Controller, Slaving to EOIR (if equipped), AAI Quick Mount – Provisions & Equipment	30000	130,465.33	160,465.33
10	AAI-280-050C1-07Y2B2Y2CS	Loose Equipment – (10) Alpine Aerotech Drop Cords for ICS		7,333.33	7,333.33
3	724468	Loose Equipment – (3) CMC Helitack Hoists; P/N 724468		2,700.00	2,700.00
1	202405	Loose Equipment – (1) CMC Lifesaver Victim Harness (Lower Portion); P/N 202405		345.33	345.33
1	202404	Loose Equipment – (1) CMC Lifesaver Victim Chest Harness (Upper Portion); P/N 202404		198.67	198.67
1	724247	Loose Equipment – (1) CMC Helitack Airbag; P/N 724247		2,360.00	2,360.00
6	201107	Loose Equipment – (6) CMC Fastlink Pick-Off Strap; P/N 201107		1,184.00	1,184.00
1	430203	Loose Equipment – (1) CMC Rope Bag Model 2, Red; P/N 430203		113.33	113.33
2	300610	Loose Equipment – (2) CMC Anchor Plate, Aluminum; P/N 300610		226.67	226.67
1	QRD-400	Loose Equipment – (1) ARS Tag-Line Fast Break; P/N QRD-400		546.67	546.67
1	100154	Loose Equipment – (1) Start Stick 10; P/N 100154		4,993.75	4,993.75
1		Loose Equipment – (1) Ferno Scoop EXL Stretcher		1,866.67	1,866.67
3	PFL-4-Z7/9FT	Loose Equipment – (3) Honeywell Miller Self-Retracting Lifeline; P/N PFL-4-Z7/9FT		947.32	947.32
6	M31 TLN	Loose Equipment – (6) Rock Exotica Auto-Lock Steel Carabiner; P/N M31 TLN		360.00	360.00
4	9S1005-BUWA	Loose Equipment – (4) NVG Goggles – (ASU) L-3 Model AN/AVS-9 White Phosphor with Helmet Mount, Battery Pack, Mounting Bracket Kit, Carry Case		55,450.00	55,450.00
1	NVG MOD	AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System) EPI	4000	78,125.00	82,125.00
1	8700-0700-01	(1) Zoll AutoPulse Resuscitation System for EMS		15,805.31	15,805.31
1	D412-666-011	Gross Weight Towing Adaptor (Requires Cable) (Dart Landing Gear Only)		2,264.71	2,264.71
1	D412-783-011	Gross Weight Towing Cable (Dart Landing Gear Only)		8,129.41	8,129.41
1	200-088-10	Cargo Hook Equipment (5000 lb. rating)	18000	43,918.75	61,918.75
1	Weighing	On Board Weighing System for Factory Cargo Hook Equipment	8500	7,286.25	15,786.25
1	412-500-001	Fast Rope Insertion / Extraction System (AA)	5000	75,441.60	80,441.60
1	AAI-212-020-905	Alpine Aero Tech flooring with additional fwd floor p/n AAI-212-020-020	3500	5,000.00	8,500.00
1	TDFM-9300	Technisonic TDFM 9300 Series Radio	23000	88,120.00	111,120.00
1	RC9000 Remote	Technisonic RC9000 Remote Control Head for Cabin	5000	8,386.88	13,386.88
1	Antennas	TDFM Antennas including Lo Band antenna tuner	3000	17,596.25	20,596.25
1	5230 01 01	AAI/Helifab Automatic Door Opener – Baggage	1500	1,490.00	2,990.00
1	V205-110	Onboard/VH Cargo Hook Retention (Anti Rotation) System	3000	5,160.75	8,160.75
1	MX-10	Wescam MX-10 camera system, includes GEO GPS and RCS. DOES NOT INCLUDE LASER OPTION.		364,542.35	364,542.35
1	HDIR	Wescam MX-10 HD IR		63,428.24	63,428.24
1	EON	Wescam MX-10 EO Narrow		49,552.94	49,552.94
1	Laser	Laser Option for MX-10 Camera - Includes Laser Arming Panel		88,101.18	88,101.18
1	Low Light Option	Low Light		49,552.94	49,552.94
1	MTI Option	Moving Target Indicator		67,391.76	67,391.76
1		Dart 31" Extended Height Skid Gear with Full Length Skid Pads (replaces standard gear and electric steps). Includes Step LH/RH and Cable Guard.	17000	72,500.00	89,500.00
1		Loose Equipment – 304 FAS KIT, Stowable Hover Pump; P/N 304-605001-001 (Pump Only)		22,578.13	22,578.13
2	12" monitor	Install a Macro Blue 12" monitor in Cabin near hoist station facing Aft. Install a Macro Blue 12" monitor in cockpit.	15000	35,000.00	50,000.00
			543,000.00	16,861,511.59	17,404,511.59
				Freight IN	Included
				Sales Tax	1,348,849.65
				<b>Total Aircraft</b>	<b>\$ 18,753,361.24</b>

TRAINING			TOTAL		
2	(3) mechanics Training	412EPI Maintenance Differences - 1 training class is no charge (3days)		5,684.21	5,684.21
2	(3) mechanics Training	412EPI Avionics Maintenance Differences - 1 training class is no charge (1 Week)		10,631.58	10,631.58
2	(3) mechanics Training	412 Series Field Maintenance - 1 training class is no charge (3 Weeks)		28,315.79	28,315.79
3	(3) mechanics Training	Component Overhaul Training - 3weeks		42,473.68	42,473.68
2	(3) mechanics Training	412 SPZ-7600 Digital AFCS Maintenance - 1 training class is no charge		10,631.58	10,631.58
1	(2) Pilot Training	412 EPX Initial - Two (2) Pilots - 1 Training class is no charge		53,210.53	53,210.53
5	(5) Pilot Training	412 EPX Recurrent - Five (5) Pilots		99,473.68	99,473.68
				<b>Training Total</b>	<b>\$ 250,421.05</b>

**ATTACHMENT B – PAINT SCHEME**

\*Registration number will be amended and is listed for paint specifications only.



	<b>BELL 412EPX</b>	
Serial #	Undefined	
Color 1	MATTERHORN WHITE	765385
Color 2	GLOSS BLACK	765268
Color 3	GOLD	765876
Color 4		
Color 5		
Customer	San Bernadino County Sheriff	Yes No n/a
Bell Logo		<input type="checkbox"/>
PA #		Imp/mt
Registration	N309SB	
DANGER	English -Danger	00115203





## ATTACHMENT C

### Campaign Contribution Disclosure (SB 1439)

#### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**



1. Name of Contractor: Hangar One Avionics, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Ken Piland

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): \_\_\_\_\_

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
None	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
None		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
None		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
None	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

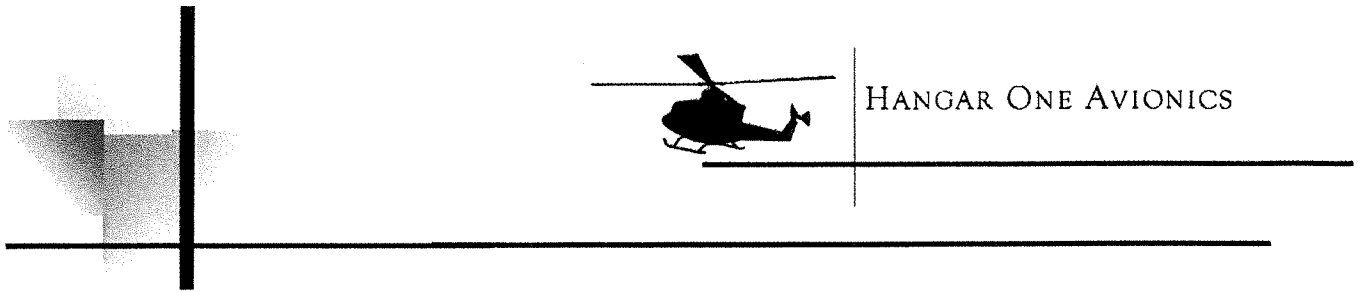
Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

## ATTACHMENT D – WORK PLAN AND SCHEDULE



### WORK PLAN and SCHEDULE

*"Include the following:*

*a. Summary of management/work plan for this Project."*

Hangar One will manage the acquisition and delivery of a new Fully Outfitted Bell 412EPX. Below outlines the basic plan for this Project.

1. Purchase Order received from the County.
2. Hangar One enters into a Purchase agreement with Bell Helicopter for Basic aircraft.
3. Hangar One procures all of the aftermarket kits to be installed on the aircraft.
4. Complete all aftermarket engineering
5. Transport new Bell 412EPX helicopter from Bell Helicopter (manufacturer) to Hangar One.
6. Hangar One will start the completion process by installing all mechanical kits on the aircraft.
7. Once all mechanical kits are installed, all electrical wiring integration will be started.
8. After all mechanical and electrical assembly is complete, a thorough inspection of both mechanical and electrical continuity will be completed prior to aircraft power up.
9. Perform detailed Aircraft Weight and Balance.
10. Prepare all FAA approved documentation including detailed equipment list and custom electronic weight and balance program to be given to the County.
11. Formally deliver completed helicopter to the County.

*"b. Project schedule."*

Bell Helicopter will have a new Basic Bell 412EPX to be ready for delivery December 20th 2023. Aircraft will be transported to Hangar One in Carlsbad CA on or near that date. Completion services will be started once aircraft arrives at Hangar One. Hangar One will be completed with the new helicopter and ready to deliver to the County sometime in June of 2024.

2026 Palomar Airport Rd, Carlsbad CA 92011  
Contact: Ken Piland email: ken@h1avionics.com  
Ph: 760-929-2270