

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
26-54

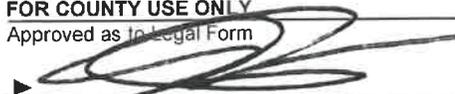
SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 589-6150</u>
Contractor	<u>W. L. Gore & Associates, Inc.</u>
Contractor Representative	<u>Brian Ucker</u>
Telephone Number	<u>(818) 424-7004</u>
Contract Term	<u>January 27, 2026 through January 26, 2027</u>
Original Contract Amount	<u>NTE \$300,000</u>
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	<u>7570</u>
Grant Number (if applicable)	<u>NA</u>

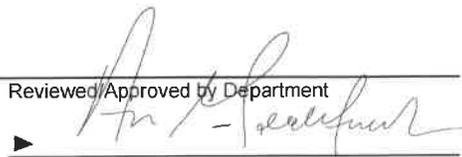
Briefly describe the general nature of the contract: Pricing Agreement with W. L. Gore & Associates, Inc. for the purchase of Gore Cardioform devices for an amount not-to-exceed \$300,000 for the term of January 27, 2026 through January 26, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

 Charles Phan, Supervising Deputy County Counsel
 Date 1/16/2026

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department

 Andrew Goldfrach, ARMC Chief Executive Officer
 Date 1/16/26

Attachment One Product Pricing

PRICING AGREEMENT

W. L. Gore & Associates, Inc. (“Gore”) agrees to sell to San Bernardino County on behalf of Arrowhead Regional Medical Center (“Buyer” or “County”) and Buyer agrees to purchase from Gore, certain products as hereinafter set forth subject to availability, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the terms and conditions of this Pricing Agreement (“Agreement”). Buyer and Gore may collectively be referred to herein as “Parties”, and individually as a “Party”.

1. Product and Pricing. Product(s) means the products and pricing set forth on Attachment A, attached hereto. Upon email notice to Buyer, Gore may add a line-item extension of an existing Product under this Agreement, at the same price (“Product Addition”). The Product Addition will be deemed included as a Product, as if originally agreed to by the Parties hereunder. Except for Product Additions, any further changes to the Attachment(s) will require an amendment signed by both Parties.
2. Eligible Facilities. The facilities listed below are eligible to purchase Products under this Agreement. The terms and conditions of this Agreement, including pricing, are based on participation of the eligible facilities listed below:

ACCOUNT NUMBER	FACILITY NAME
11177000	Arrowhead Regional Medical Center

3. Payment. Payment for Products is due net thirty (30) days from the date of receipt of invoice. All prices are exclusive of taxes.
4. Term and Termination. This Agreement is effective upon full execution (“Effective Date”) and will continue of a term of one (1) year with firm pricing (“Term”), unless earlier terminated pursuant to the terms of this Agreement. Either Party may terminate this Agreement, without cause, by providing the other Party with thirty (30) days prior written notice. The Term may be extended by written Amendment signed by both Parties.
5. Non-Exclusivity. Gore shall, on a non-exclusive basis, sell to Buyer, and Buyer shall, on a non-exclusive basis, purchase from Gore, the Products pursuant to the terms and conditions of this Agreement. Gore is not obligated to sell any minimum quantities of Products to Buyer under this Agreement.
6. Purchase Orders. Gore has the right to accept or reject any purchase order for any reason. Gore may accept any purchase order by confirming the order (whether by written confirmation, invoice, or otherwise), or by delivering the Products, whichever occurs first. No purchase order is binding on Gore unless accepted as provided for in this Agreement.
7. Buyer Inspection. Buyer shall have fifteen (15) days after delivery to promptly notify Gore in writing of any non-conformance of Products. All claims for non-conformance of Products delivered are waived if not made pursuant to this Section, unless the non-conformance is a latent defect. Except for Products that have a latent defect, Gore shall have no obligation to replace or provide credit for any non-conformance unless Gore has received timely notification of the same and only after Gore has verified in good faith whether such Products are nonconforming. No Products may be returned without Gore’s prior written authorization, such authorization shall not be unreasonable withheld. This Section contains Buyer’s sole remedy for non-conforming Products, but this limitation shall not limit Gore’s liability based on indemnification or for third-party claims due to any defects in the Products.
8. Delivery and Title. Estimated delivery dates are set forth in the applicable purchase order. Risk of loss to all Products shall pass to Buyer upon Gore’s delivery of such Products to the Buyer’s designated location. Title to Products shall pass to Buyer upon Gore’s receipt of payment.
9. Confidential Information: California Public Records Act. County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”), the Ralph Brown Act, and other state and federal sunshine laws. Notwithstanding the foregoing and subject to such laws, each party acknowledges its continuing obligations to hold confidential such information as described in this paragraph. During the term of this Agreement, Gore and County and its affiliates may have access to certain information of the other party, which information is not generally public knowledge. Such information may include, without limitation, financial information, business methods and practices, business and marketing plans, symbols, trade names, service marks, designs, procedures and other information which shall be marked by the disclosing party as “Confidential” (collectively, the “Confidential Information”). During the term of this Agreement and thereafter, except as provided below, Gore and County and County’s affiliates shall hold all Confidential Information in confidence, and shall not, voluntarily or involuntarily, use, sell, transfer, publish, disclose, or otherwise make available to others any portion of the Confidential Information or related materials without the prior written consent of the other party, except where disclosure is required by law. For purposes of this Section, “County’s affiliates” means those entities who have written agreements with County that permit such affiliates to see Confidential Information of County and Gore, subject to restrictions against further disclosure of the Confidential Information. Notwithstanding the foregoing: (i) either party shall have the right to disclose Confidential Information to the personnel within its organization and its legal and accounting advisors that require the Confidential Information in connection with the party’s rights and obligations under this Agreement, provided that the disclosing party requires any such recipient to use the information solely for these purposes and to keep it strictly confidential; (ii) the parties agree that the County may disclose Confidential Information to its independent sales representatives under the terms of this provision, but only to the extent necessary to fulfill County’s rights and obligations under this Agreement; and (iii) County shall have the right to disclose pricing or other terms relating to this Agreement to the County’s consultants, group purchasing organizations, or other entities (“Third Parties”) retained by County and that have signed confidentiality agreements with County.

In the event of a request for records under the CPRA, the County will make commercially reasonable efforts to provide notice to Gore prior to such disclosure. If Gore contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Bernardino County before the County is required to respond to the CPRA request. If Gore fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

10. Limited Warranty. Gore warrants that at the time of delivery and for a period of one (1) year from such date, the Products shall be free from defects in materials and workmanship and will materially conform to the Products' respective specifications in effect as of the date of manufacture. Claims for defects in the Products must be received by Gore within one (1) year from Gore's delivery of the Product on which the claim is based or such longer period as required by applicable law. Buyer's remedy under this warranty shall be limited to replacement with another Gore product, or refund for Product which Gore verifies is defective. THIS SECTION SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND GORE'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY SET FORTH HEREIN. EXCEPT FOR THE WARRANTY IN THIS SECTION, GORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Compliance. Each Party represents that it will comply with all applicable laws, rules, and regulations, and holds all current licenses and certifications needed for the sale, distribution, storage and/or use of the Products. Buyer further represents it is authorized to purchase the Products.
12. Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing its obligations under this Agreement when and to the extent such Party's ("Impacted Party") failure or delay is caused by or results from (a) acts of God; (b) flood, fire, earthquake, hurricane, explosion, flu, epidemic, pandemic, serious illness, plagues, disease, emergency, or outbreak; (c) war, invasion, terrorist threats or acts, riot or other civil unrest; (d) acts, laws or orders of governmental authorities; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, and (h) any cause beyond the reasonable control of the Impacted Party whether similar or dissimilar to the foregoing (collectively, "Force Majeure Event"). In the event the Force Majeure Event prevents performance thereunder, or the Impacted Party cannot mitigate or cure the nonperformance, for a period in excess of sixty (60) days, then the non-defaulting Party may immediately terminate this Agreement with written notice to the Impacted Party.
13. Notification. Each Party will be responsible for maintaining current address and contact information with the other Party, and promptly communicating any changes to the other Party, to enable the other Party to provide accurate and timely notices, demands, requests, recalls or other communications. Neither Party shall be liable for any delays in or no receipt of said communications due to incorrect address and contact information of the other Party.
14. Debarment and Suspension. Gore hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Gore represents and warrants that no proceedings or investigations are currently pending or to Gore's knowledge threatened by any federal or state agency seeking to exclude Gore from such programs or to sanction Gore for any violation of any rule or regulation of such programs.
15. Indemnification.
 - 15.1 *General.* Gore shall indemnify, defend, and hold Buyer and its officers, agents, employees and volunteers harmless from and against all third-party damages, claims, lawsuits, or other losses (collectively "Third Party Claims") that arise from (i) a defect or malfunction of a Product or failure of a Product to meet its specifications; (ii) a violation of applicable law by Gore; (iii) any material breach of Gore's representations, warranties and obligations hereunder; or (iv) any negligent or more culpable act of Gore, its employees, agents or subcontractors. In the event of a dispute between the parties related to this Section, the parties will, in good faith, attempt to resolve the dispute at a minimum by providing notice in writing and an opportunity to respond before seeking intervention by a court or utilizing a legal process. The parties may use a neutral mediator or other neutral party to assist in resolving the dispute. Notwithstanding the foregoing, to the extent the Parties are found to have contributory fault with respect to any Third Party Claim, each Party shall be responsible for the proportionate amount of any judgment, liability, costs, and expenses attributable to that Party's fault.
 - 15.2 *Infringement.* Gore shall indemnify, defend, and hold Buyer and its officers, agents, employees and volunteers harmless from and against any and all third-party claims, costs, (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark, or trade secret by any Product ("Infringement Claim"). If a Product becomes the subject of an Infringement Claim or becomes the subject of an injunction or settlement prohibiting the use of a Product, then (within 24 hours of the injunction or settlement) Gore must at its own expense: (i) procure for Buyer the right to continue using the Product; (ii) replace the Product with non-infringing Gore products with equivalent or better capacity performance without incurring a material diminution in function; or (iii) upon return of the Product at Gore's expense, refund to Buyer the price paid for the Product. This indemnity does not extend to any portion of the loss due to any modification of the Product by someone other than Gore or its authorized agent.
16. Insurance. Gore shall comply with the insurance requirements set forth on Attachment B, incorporated herein by this reference.

- 17. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of California. Venue shall be in the state or federal courts of California.
- 18. Attorney's Fees and Costs. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney's fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-Party legal action against a Party hereto and payable as an indemnification obligation.
- 19. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Gore has disclosed to the Buyer using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. Gore acknowledges that under Government Code section 84308, Gore is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

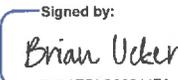
In the event of a proposed amendment to this Agreement, Gore will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

- 20. General. This Agreement (including attachments) represents the entire agreement between the Parties and supersedes all other prior oral and written commitments, contracts, and understandings related to this subject matter. Gore is not obligated to enroll in or subscribe to third party software, applications, or processes not in place at the time of contract execution unless mutually agreed upon by the Parties. This Agreement creates no rights in any third parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party. However, assignment by one party to a directly owned parent or subsidiary company shall not require consent for assignment but written notice shall be provided. Notwithstanding the foregoing, if Gore assigns this Agreement to an entity with whom Buyer is legally prohibited from doing business, Buyer may terminate this Agreement upon written notice. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in any purchase order or other document issued by Buyer ("**Buyer Documents**") or invoices issued by Gore or any other documents unilaterally issued by Gore ("**Gore Documents**"). In the event of any conflict between the terms of this Agreement and the terms of any Buyer Documents, the terms of this Agreement prevails. In the event of any conflict between the terms of this Agreement and the terms of any Gore Documents, the terms of this Agreement prevails. Further, the Parties agree the provisions of the UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS shall not apply to this Agreement. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email 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 Agreement upon request.

This Agreement is hereby acknowledged and accepted:

W. L. Gore & Associates, Inc.
960 W. Elliot Rd., Suite 202
Tempe, AZ 85284

By: 
 Signed by: Brian Ucker
 74B1E5AC032147A

Print Name: Brian Ucker

Title: Director, Regional Accounts

Date: 12/18/2025

San Bernardino County on behalf of Arrowhead
Regional Medical Center
400 N Pepper Ave
Colton, California 92324

By: 

Print Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: JAN 27 2026

A signed copy of this Agreement must be received by the Gore Strategic Accounts office via fax at 923.239.5255 or email at strategicaccounts@wlgore.com no later than March 31, 2026. Additions, deletions, modifications, or interlineations to this Agreement will not be accepted unless fully initialed by the Parties hereto.

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD. LYNNA MONELL Clerk of the Board of Supervisors of San Bernardino County.

By:  Deputy



ATTACHMENT A

Item Number	GTIN	Item Description	UOM	QTY/ UOM	Price
ASD27A	00733132636488	GORE® CARDIOFORM ASD Occluder, 27mm 10Fr	EA	1	\$8,823
ASD32A	00733132636495	GORE® CARDIOFORM ASD Occluder, 32mm 10Fr	EA	1	\$8,823
ASD37A	00733132636501	GORE® CARDIOFORM ASD Occluder, 37mm 11Fr	EA	1	\$8,823
ASD44A	00733132636518	GORE® CARDIOFORM ASD Occluder, 44mm 12Fr	EA	1	\$8,823
ASD48A	00733132636525	GORE® CARDIOFORM ASD Occluder, 48mm 14Fr	EA	1	\$8,823
GSX0020A	00733132631018	GORE® CARDIOFORM Septal Occluder, 20mm 10Fr	EA	1	\$11,025
GSX0025A	00733132631025	GORE® CARDIOFORM Septal Occluder, 25mm 10Fr	EA	1	\$11,025
GSX0030A	00733132631032	GORE® CARDIOFORM Septal Occluder, 30mm 10Fr	EA	1	\$11,025

ATTACHMENT B

INSURANCE REQUIREMENTS

Gore agrees to provide insurance set forth in accordance with the requirements herein. If Gore uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Gore agrees to use a certified program of self-coverage to supplement the existing coverage.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Gore shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. 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 Gore and all risks to such persons under this contract. If Gore has no employees, it may certify or warrant to Buyer 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 Buyer'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.
 - b. Commercial/General Liability Insurance – Gore shall carry General Liability Insurance covering all operations performed by or on behalf of Gore 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:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. 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 Gore 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 Gore owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
2. **Additional Insured.** All policies, except for Worker's Compensation, shall contain additional endorsements naming Buyer 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 Buyer to vicarious liability but shall allow coverage for Buyer 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.
3. **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 Buyer.
4. **Severability of Interests.** Gore 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 Gore and Buyer or between Buyer and any other insured or additional insured under the policy.
5. **Proof of Coverage.** Gore shall furnish Certificates of Insurance to Arrowhead Regional Medical Center 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 Arrowhead Regional Medical Center, and Gore shall maintain such insurance from the time Gore commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Gore 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.
6. **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".
7. **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.
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Buyer has the right but not the obligation or duty to cancel the contract as its sole remedy.
9. **Insurance Review.** Insurance requirements are subject to periodic review by Buyer. The Buyer's 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 Buyer. 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 Buyer, inflation, or any other item reasonably related to Buyer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Gore agrees to review and if appropriate, execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Buyer 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 Buyer.



ATTACHMENT C
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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. The term “Contractor” on this Attachment refers to Gore. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: W. L. Gore & Associates, 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: Bret Snyder, President and Board Chair

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
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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):
N/A		

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
N/A	

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9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, 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 or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, 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 \$500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.