

**ORIGINAL**

**AGREEMENT**

**BETWEEN THE**

**CITY OF SAN DIEGO**



**AND**

**Bell Textron Inc.**

**For Aircraft Purchase**

R-315366

ORIGINAL

**AGREEMENT**

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Bell Textron Inc., a Delaware corporation (Seller).

**RECITALS**

- A. City wishes to purchase from Seller and Seller desires to sell to City the aircraft and related supplies and services in the quantities and at the agreed unit and total prices set forth in the attached Exhibit A (the "Aircraft").
- B. City and Seller (collectively, the "Parties") wish to enter into an agreement whereby City will retain Seller to provide the Aircraft.
- C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).
- D. On October 4<sup>th</sup>, 2023, the Purchasing Agent approved the sole source contract request in accordance with SDMC section 22.3016.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Seller agree as follows:

**ARTICLE 1  
SCOPE AND ADMINISTRATION OF CONTRACT**

**1.1 Scope of Contract.** Seller shall provide the Aircraft in the quantities and at the prices stated in Exhibit A, Bell Textron Inc. Customer Purchase Agreement and its appendices, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**1.2.1 Technical Representative.** The City of San Diego Fire Rescue Department (Department) is the Technical Representative for this Agreement. The designated Technical Representative of the Department for this Agreement is as follows:

Chuck Macfarland  
Chief of Air Operations  
600 B Street, Suite 1300  
San Diego, CA 92101  
[cmacfarland@sandiego.gov](mailto:cmacfarland@sandiego.gov)  
Tel. (619) 602-6372

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference the City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Seller is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

## **ARTICLE 2 EFFECTIVE DATE**

**2.1 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

## **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Seller for Aircraft rendered in accordance with this Agreement in an amount not to exceed \$14,240,714.27, excluding applicable taxes described in Article 3 of Exhibit A.

**3.2 Payment Terms.** Payment terms shall be in accordance with the terms set forth in Article 3 of Exhibit A.

## **ARTICLE 4 WAGE REQUIREMENTS**

**4.1 Wage Requirements [Reserved].**

## **ARTICLE 5 CONTRACT DOCUMENTS**

**5.1 Contract Documents.** This Agreement including its exhibits and appendices completely describes the Aircraft and any related performance pursuant to this Agreement to be provided.

**5.2 Order of Precedence.** No modification or supplement hereto shall be effective unless in writing as an amendment to this Agreement and signed by both Parties. In the event of any inconsistency between the provisions of this Agreement and any Exhibit, Appendix, or modification thereof, such inconsistency shall be resolved by giving precedence to (1) this Agreement and any amendments to the Agreement.

**5.2.1 References.** All references to "Purchaser" in the exhibits and appendices to this agreement shall mean and be understood to be "City". All references to "Contractor" or "Bell

Textron Inc.” shall mean and be understood to be “Seller”.

**5.3 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

*[The remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, this Agreement is executed by City and Seller acting by and through their authorized officers.

SELLER  
Bell Textron, Inc.

DocuSigned by:  
By: Natalie Taylor  
0152E1384708430

Name: Natalie Taylor

Title: Director, Commercial Contracts

Date: 08 January 2024

CITY OF SAN DIEGO  
A Municipal Corporation

By: [Signature]

Name: Alia Khouri  
Deputy Chief Operating Officer  
General Services Branch

Deputy Chief Operating Officer  
General Services Branch

Date: 3/6/24

Approved as to form this 6<sup>th</sup> day of  
March, 2024

MARA W. ELLIOTT, City Attorney

By: [Signature]

Daniel S. Orloff  
Deputy City Attorney

R- 315366

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**EXHIBIT A**  
**BELL TEXTRON INC. CUSTOMER PURCHASE AGREEMENT**

Reference 42521

**BELL TEXTRON INC.**

3255 Bell Flight Boulevard  
Fort Worth, TX 76118  
FAX: 817-278-0083  
Attn: Director of Commercial Contracts  
E-mail: [contracts@bellflight.com](mailto:contracts@bellflight.com)

**PURCHASE AGREEMENT**

(New Helicopters)  
Model: 412EPX  
Date: 8 January 2024  
Reference No. 42521

The parties to this Agreement are **BELL TEXTRON INC.**, a Delaware corporation, having its principal place of business in Fort Worth, Tarrant County, Texas, U.S.A., (hereinafter "Seller") and:

**Customer Name: City of San Diego Fire-Rescue Department**

**Customer Address:** 600 B Street, Suite 1300  
San Diego, CA 92101

**Contact Name:** Chuck MacFarland  
**Contact Title:** Chief of Air Operations  
**Telephone:** (619) 602-6372  
**E-mail:** [cmacfarland@sandiego.gov](mailto:cmacfarland@sandiego.gov)

(Hereinafter "Purchaser")

The Seller and Purchaser are referred to individually as a Party and collectively as the Parties.

In consideration of the following promises and mutual agreements, the Parties agree as follows:

**ARTICLE 1: PURCHASER'S CONFIGURATION.** Seller agrees to sell and Purchaser agrees to purchase the aircraft (hereinafter "Aircraft") and related supplies and services in the quantities and at the agreed unit and total prices, as set forth on Appendix 1 and any Amendment(s) thereto to this Agreement. The Seller shall configure and deliver the Aircraft to the Purchaser specified detailed configuration set forth in sub-Articles 1.a through 1.c. and Appendix 1 (hereinafter "Purchaser's Configuration").

- a. **Detailed Configuration.** Appendix 1 defines the Purchaser specified accessory kits and customizing equipment. Appendix 1 with Purchaser signed interior and exterior renderings together form the detailed configuration (hereinafter "Detailed Configuration") for the Aircraft. The Purchaser shall provide the Detailed Configuration no later than one hundred eighty (180) calendar days prior to the Article 4, Ready for Inspection Date. If the Effective Date of this Agreement is within one hundred eighty (180) calendar days prior to the Article 4, Ready for Inspection Date, the Purchaser shall provide the Detailed Configuration within fourteen (14) calendar days of the Effective Date of this Agreement.
- b. **Late Configuration.** If the Purchaser does not provide a Detailed Configuration within the time limits set forth in sub-Article 4.a., it shall be deemed to be late (hereinafter "Late Configuration") and the Seller may at its sole discretion change the Ready for Inspection Date and charge the Purchaser with inventory carrying, hangar and maintenance costs incurred by the Seller as a result of a Late Configuration.
- c. **Configuration Changes.** Any Purchaser requested changes to the Detailed Configuration of the Aircraft will be agreed to by the Parties in a written amendment to this Agreement and may result in an adjustment to the Appendix 1, Purchase Price of the Aircraft, the Article 4, Ready for Inspection Date and the Appendix 1, Payment Amounts

**ARTICLE 2: PRODUCTION CONFIGURATION.** The basic Aircraft will be manufactured to an airworthy configuration in accordance with Seller's production configuration at the time of manufacture for the selected Aircraft model (hereinafter "Production Configuration"). Seller unilaterally reserves the right to revise the Production Configuration at any time to conform to any civil aviation authority regulations or the Seller's current manufacturing, design, or engineering requirements. Seller reserves the right to change the Inspection Month and/or Purchase Price as a result of revisions to the Production Configuration by Seller. Seller will notify Purchaser as soon as practicable if manufacturing changes will affect Inspection Month as defined in Article 4. Purchaser agrees that Seller accepts no liability to Purchaser as a result of any delays necessary due to changes in the Production Configuration. Any increase to the Purchase Price as a result of a Production Configuration change will be agreed to by the Parties in a written amendment to this Agreement. The Production Configuration is distinct from the Purchaser specific Detailed Configuration referenced in Article 1.

**ARTICLE 3: PRICE AND PAYMENT TERMS.** Purchaser shall pay Seller the purchase price (hereinafter "Purchase Price") for the Aircraft and any other supplies and services defined in this Agreement as specified in Appendix 1, or any Amendments thereto and in accordance sub-Articles 3.a. through 3.e.

**EXHIBIT A**  
**BELL TEXTRON INC. CUSTOMER PURCHASE AGREEMENT**

Reference 42521

- a. **Payment Terms.** Seller shall submit invoices to Purchaser for all payment events defined under sub-Article 3.a. Within twenty (20) calendar days of Purchaser's signature of this Agreement, Purchaser shall pay to Seller an initial deposit (hereinafter "Initial Deposit") in the amount set forth on Appendix 1 or any amendments thereto. Additional deposits may be required as set forth on Appendix 1 or any amendments thereto. The deposits shall only be refunded to the Purchaser under the terms of Articles 8 and 12 of this Agreement. The Purchase Price less deposits (hereinafter "Balance of Payment") must be received in full and accepted by the Seller prior to the release or delivery of the Aircraft to the Purchaser.
- b. **Acceptable Methods of Payment.** All payments under this Agreement shall be made in United States Dollars (USD) by a single wire transfer with all bank charges for the account of the Purchaser, by check drawn from Purchaser's account, by Automated Clearing House (ACH), or other negotiable instruments acceptable to Seller. All payments shall be made from an account held in the name of the Purchaser as identified in this Agreement and from a banking institution located in the same country as the Purchaser is located as identified in this Agreement or, should Purchaser elect to finance the Aircraft purchase in part or in whole, a direct payment to Seller from the banking institution financing the purchase shall be acceptable. Any deviations from the described payment process will require additional review by Seller, pursuant to Article 13 below.
- c. **Wire Transfer Instructions.** Wire transfers shall be sent to Seller's account as defined below. Any change to the wire transfer instructions require a written amendment to this Agreement signed by the Parties.

**JP Morgan Chase Bank**  
**4 New York Plaza**  
**New York, NY 10004**  
**Swift Code: CHASUS33**  
**ABA Routing Number: 021000021**  
**For the account of Bell Textron Inc.**  
**Corporate Account No.: 9101332626**

- d. **Financing.** Purchaser shall notify Seller at least thirty (30) calendar days prior to the first calendar day of the Article 4, Ready for Inspection Date, if Purchaser intends to finance the Aircraft (hereinafter "Notification Date"). If Purchaser is unable to obtain approved financing within sixty (60) calendar days after the Notification Date, Seller reserves the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty.
- e. **Taxes.** The Purchase Price of this Agreement does not include any sales, use, personal property, value-added, excise or similar tax or assessments which may be imposed by any governmental authority upon this sales transaction, the Aircraft or the use of the Aircraft by Purchaser, and any such costs if imposed shall be for the Purchaser's account. Purchaser agrees to pay and indemnify Seller against taxes or assessments as referenced herein (including interest or penalties that may arise from nonpayment), as well as any withholding taxes, customs, duties or other assessments by any governmental authority so that in all instances Seller receives payment (after any taxes or assessments) equal to the Purchase Price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes. These provisions shall inure to any successor or approved assignee of Purchaser and shall survive until six (6) months after the expiration of any applicable statute of limitations.

**ARTICLE 4: ACCEPTANCE AND DELIVERY.** The Seller shall present the Aircraft for inspection to the Purchaser in an airworthy condition in the Appendix 1 Detailed Configuration no later than March 2025 (hereinafter "Inspection Month").

- a. **Ready for Inspection Notice.** The Seller shall provide the Purchaser written notification of the date and location the Aircraft shall be ready for inspection (hereinafter "Ready for Inspection Date") which shall be no later than fifteen (15) calendar days prior to the last day of the Inspection Month.
- b. **Inspection Event.** The Purchaser may inspect and flight test the Aircraft at the Seller's facility (hereinafter "Inspection Event") no later than ten (10) calendar days after the Ready for Inspection Date. During the Inspection Event, if the Purchaser finds the Aircraft to be noncompliant with the terms of this Agreement, Purchaser shall specify to Seller in writing any noncompliance with the Aircraft. The Seller shall cure such noncompliance, unless otherwise agreed to by the Parties in writing, prior to Purchaser's acceptance of the Aircraft. Purchaser may elect to waive inspection and accept the Aircraft as described in sub-Article 4.c.
- c. **Acceptance.** The Purchaser shall accept the Aircraft through the execution of a Certificate of Acceptance or a Certificate of Acceptance with Waiver of Inspection (collectively "Acceptance Document"). The Purchaser's execution of the Acceptance Document shall constitute acceptance of the Aircraft and acknowledgement that the Aircraft complies to all terms of this Agreement. The date of execution by the Purchaser of the Acceptance Document shall be the acceptance date (hereinafter "Acceptance Date"). If the Purchaser fails to inspect and accept the Aircraft no later than ten (10) calendar days after the Ready for Inspection Date, for reasons not attributable to the Seller, Seller shall at its sole discretion, have the right to terminate this Agreement and retain all payments previously made to the Seller as liquidated damages but not as a penalty and will assess inventory carrying and maintenance costs as required.



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- d. Delivery.** Seller shall deliver the Aircraft EXW (EX Works - INCOTERMS 2020) at Seller's designated facility (hereinafter "Delivery Location") as set forth in Appendix 1. Any change to the Delivery Location or shipping terms and impact to the total Purchase Price shall be defined in Appendix 1 and shall be agreed to by the Parties in a written amendment to this Agreement.
- e. Storage Fees and Maintenance Costs.** Purchaser shall remove the Aircraft from Seller's premises within ten (10) calendar days after the Acceptance Date. If the Purchaser fails to remove the Aircraft from the Seller's premises on or before the tenth (10<sup>th</sup>) calendar day, Seller may, at its sole discretion (i) assess a storage fee equal to five hundred dollars (\$500.00) per day for each calendar day beyond the tenth (10<sup>th</sup>) calendar day (ii) assess any additional costs incurred by Seller to perform scheduled maintenance on the Aircraft or (iii) assess any other costs incurred by Seller while the Aircraft is under Seller's care and control.

**ARTICLE 5: RISK OF LOSS AND TRANSFER OF TITLE.** Title of the Aircraft shall transfer directly from Seller to Purchaser free and clear of any and all liens, privileges, encumbrances, charges and rights of others upon execution of an Aircraft Bill of Sale by the Seller. Risk of loss of the Aircraft shall transfer from the Seller to the Purchaser concurrent with title transfer. The Seller shall provide the Purchaser with an executed Aircraft Bill of Sale upon the receipt and acceptance of all monies owed under this Agreement. In the case of financed Aircraft, title will transfer per the terms of the fully executed finance documentation.

**ARTICLE 6: CERTIFICATION AND REGISTRATION.** The Seller shall provide the Purchaser with a Certificate of Airworthiness or an Export Certificate of Airworthiness for each Aircraft purchased under this Agreement. Purchaser has sole responsibility for registration of the aircraft on the U.S. Registry or foreign country civil or military aviation registry as required by applicable law.

**ARTICLE 7: TRAINING.** Training provided by Seller as specified in Appendix 1 must be used no earlier than six (6) months prior to and no later than one (1) year after the Aircraft Acceptance Date. All training shall be conducted at a Seller approved training facility. Pilot training shall be conducted on a Seller trainer aircraft except for the model 412 and 525 which will be conducted either on the Purchaser's aircraft or Seller's training devices. All expenses including without limitation, travel, lodging, and meals for the Purchaser's training candidates to attend training at a Seller's facility shall be for the account of the Purchaser. Purchaser agrees to comply with the Seller's cancellation/change policy as set forth below.

Cancellation/Change Policy	
Greater than 30 calendar days from registered training course start date	No penalty
16 - 30 calendar days from registered training course start date	10% fee of training course list price
7 - 15 calendar days from registered training course start date	50% fee of training course list price
Less than 7 calendar days from registered training course start date	Forfeit training spot. Future training must be paid.

**ARTICLE 8: EVENTS OF DEFAULT AND TERMINATION.** In the event that (i) this Agreement is breached, canceled or terminated by Purchaser for any cause whatsoever, except for reasons set forth in Article 12 or (ii) Purchaser fails to pay any payments or other charges for which it is responsible under this Agreement when due, Seller shall have the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty. In the event this Agreement is terminated by Seller for any reason other than those listed above, the sole liability of Seller shall be to return any payments made by Purchaser for Aircraft or supplies and services not delivered.

**ARTICLE 9: WARRANTY.** The Aircraft includes a fully transferable New Helicopter Warranty of Three Years/1,000 Hours, whichever occurs first. The terms of the Aircraft New Helicopter Warranty are set forth in Appendix 2.

**ARTICLE 10: ASSIGNMENT.** Purchaser shall not assign any right, title or interest under this Agreement without Seller's written consent. Seller agrees to consent if the assignment is to a financial institution solely for the purpose of providing Purchaser financing or leasing. Seller, in its sole discretion, may assign its rights hereunder for any purpose including without limitation, for financing purposes.

**ARTICLE 11: CHOICE OF LAW AND JURISDICTION.** [Reserved].

**ARTICLE 12: FORCE MAJEURE.** If Seller shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure event experienced by Seller, which term shall include but not be limited to strikes, lockouts or other labor disturbances, riots, pandemics, epidemics, war, governmental actions, inactions or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government), fire, weather, difficulty in obtaining qualified parts or materials, failure of performance by subcontractors or other causes beyond its control, Seller shall not be responsible for delays in acceptance, delivery or performance under this Agreement. Seller shall give reasonable notice to Purchaser upon the occurrence of a Force Majeure event. If a delay in delivery or performance extends beyond one hundred eighty (180) calendar days from the last day of the scheduled Inspection Month specified in Article 4, either Party may terminate this Agreement, whereupon the sole liability of Seller shall be to return any payments made by Purchaser for Aircraft not delivered.

**ARTICLE 13: COMPLIANCE WITH LAWS/EXPORT REGULATIONS.** The Parties acknowledge that the execution and performance of this Agreement, including any payments made hereunder, are governed by applicable rules and regulations

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governing the transfer of money and related anti-money launder legislation. As such, Purchaser agrees to cooperate with Seller and provide additional information as required by Seller pursuant to Seller's legal compliance obligations. Seller may request Purchaser to provide information including, but not limited to, sources of funds and entities associated with monies paid in the execution of this Agreement. Purchaser acknowledges that failure to meet these compliance requirements or the failure of Purchaser to cooperate with Seller in these efforts may result in delays or termination of this Agreement at the sole discretion of Seller.

The Parties further acknowledge that the products, services and/or information provided under this Agreement require both Parties to comply with the applicable laws, rules and regulations including, but not limited to, Customs (import/export) laws and regulations, the U.S. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the USA Patriot Act and the U.S. Foreign Corrupt Practices Act (FCPA) and similar laws of all such jurisdictions where the Aircraft will be shipped and/or operated.

- a. **Government Authorization.** Purchaser agrees to cooperate fully with Seller to obtain any government authorizations that may be required for the products, services and/or information provided pursuant to this Agreement. Seller shall be entitled to terminate this Agreement if unable to secure such authorizations and Seller shall be excused from the obligation to deliver the Aircraft. The sole liability of Seller shall be to return any payments made by Purchaser for Aircraft not delivered. Seller shall not be liable to Purchaser for any loss, cost or expense arising from such termination or non-delivery (including any actual, consequential or other damages of any kind whatsoever).
- b. **End-Use/User Confirmation.** Purchaser shall submit a completed Appendix 3, END-USE and END-USER STATEMENT ("End-Use Form") at least six (6) months prior to the first calendar day of the Inspection Month. If the date on this Agreement is within six (6) months of the Inspection Month as specified in Article 4, Purchaser shall submit the completed End-Use Form within fourteen (14) calendar days of signature of this Agreement. This statement must identify the intended (i) end-user of the aircraft (name and address); (ii) end-use of the aircraft; and (iii) country(s) where aircraft will be registered and operated. Purchaser shall submit updated End-Use Forms should such information change prior to final delivery. Purchaser acknowledges that failure to provide or update this information in a timely manner may result in delays or termination of this Agreement at the sole discretion of Seller.

**ARTICLE 14: LIMITATION OF LIABILITY.** [Reserved].

**ARTICLE 15: SEVERABILITY AND WAIVER.** If any provision of this Agreement is or becomes null or unenforceable by force of law, the other provisions shall remain valid and enforceable. Waiver of one provision by either Party shall not act as waiver of any other provision.

**ARTICLE 16: OUTSIDE COMPLETION SUPPORT.** Purchaser acknowledges and agrees that Seller has no responsibility for providing any documentation or Seller data to Purchaser or Purchaser's designated customizing vendor to support any outside completion support not included as part of this Agreement and that any delays or costs that result from such support shall be the sole responsibility of Purchaser and its designated customizing vendor.

**ARTICLE 17: NOTICES.** Notices required under this Agreement shall be in writing and sent by electronic mail to the respective Parties, or by courier registered mail to the addresses set forth in Exhibit B unless otherwise specified by the Parties in writing. All notices delivered hereunder shall be deemed given on the date they are transmitted or placed in the hands of the post or courier for delivery as appropriate.

**ARTICLE 18: ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** [Reserved].

**ARTICLE 19: DATA PRIVACY.** Seller may receive or retain Personal Data from Purchaser in connection with the purchase, registration, or ongoing support of the Equipment or Services being purchased under this Agreement. This may include Personal Data of the Purchaser, its employees, agents, and/or other authorized representatives involved with the operation, maintenance, support, and/or training for the Equipment ("Users"). Personal Data may include, but is not limited to the following:

- i. First and last Name;
- ii. Email address or telephone number;
- iii. Purchase records or trade show attendance;
- iv. Training programs; and
- v. Service Schedules and other information related to the equipment or services being purchased

Seller may collect and use Users' Personal Data which will help the continuous improvement, marketing, and support of Seller products and services. Personal Data collected will only be retained as long as necessary for business continuity or valid legal purposes. Seller shall comply with Purchaser's Council Policy 000-41 and which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

As of May 25, 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) is effective. This provides, among other

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things, extended information obligations for those responsible for data privacy. Therefore, Seller will inform Purchaser – in compliance with the new legal regulations – about the processing of User's Personal Data. Accordingly, Personal Data about Users may be transferred and processed in the United States and other countries that may not be deemed to provide the same level of data protection as Purchaser's home country. Seller maintain and apply data protection standards consistent with those specified in this Agreement to its operations globally. As part of its commitment to privacy, Seller shall adhere to strict data privacy principles to protect personal data. With respect to information about Users, Seller comply with any and all applicable national and local data protection laws. In addition, Seller have also committed to Inter-Company Data Processing Agreements based on the EU Model Contracts ("Model Contracts" (also known as the Standard Contractual Clauses)), to authorize worldwide transfer, and subsequent sub-Processing, of Personal Data throughout global network of Seller Businesses.

Seller do not sell or lease User's Personal Data to third parties; however, Seller may share User's Personal Data with affiliated companies or authorized representatives. There are also limited circumstances where Seller share User's Personal Data with parties not affiliated with Seller.

Seller will not reveal Personal Data about Users to third parties, unless:

- i. Users request or authorizes it;
- ii. the third party has agreed by contract to provide an adequate level of protection for the Personal Data and the transfer is for a lawful purpose;
- iii. the information is provided to help complete a transaction for Users;
- iv. the transfers are needed to protect the vital interests of Users;
- v. the information is provided to comply with the law, applicable regulations, court orders or subpoenas, to enforce Seller's Terms of Use or other agreements, or to protect Seller rights, property or safety or the rights, property or safety of Seller's users or others (e.g., to a consumer reporting agency for fraud protection etc.);
- vi. to enforce or protect the rights or personal safety of Seller or its employees;
- vii. the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of Seller's assets are acquired by another party, customer information may be one of the transferred assets);
- viii. the information is provided to Seller's agents, outside vendors, or service providers to perform functions on Seller's behalf (e.g., analyzing data, providing marketing assistance, providing customer service, etc.); or
- ix. the transfer is necessary or legally required on important public interest grounds, or for the establishment, exercise or defense of legal claims.

Seller may also gather aggregated data about Users and disclose such aggregated (but not personally identifiable) information to third parties that have a legitimate business relationship with Seller for promotional or other purposes.

This Data Privacy Notice is intended to provide User with information about what Personal Data Seller collect about User and how it is used. For any questions, please contact [privacy@bellflight.com](mailto:privacy@bellflight.com). If User wishes to confirm that Seller are processing User's Personal Data, or to have access to the Personal Data that Seller may have about User, please contact [privacy@bellflight.com](mailto:privacy@bellflight.com). User may also request information about: the purpose of the processing; the categories of Personal Data concerned; what the source of the information was (if User didn't provide it directly to Seller); and how long it will be stored. User has a right to correct (rectify) the record of its personal data maintained by Seller if it is inaccurate. User may request that Seller erase that data or cease processing it, subject to certain exceptions. User may also request that Seller cease using User's data for direct marketing purposes. When technically feasible, Seller will—at User's request—provide User's Personal Data to User or transmit it directly to another controller. Reasonable access to User's Personal Data will be provided at no cost upon request made to Seller at [privacy@bellflight.com](mailto:privacy@bellflight.com). If access cannot be provided within a reasonable time frame, Seller will provide User with a date when the information will be provided. If for some reason access is denied, Seller will provide an explanation as to why access has been denied.

Seller shall use reasonable administrative, technical, personnel, and physical measures to safeguard User's Personal Data against loss, theft, and unauthorized use or modification. Seller's site uses a combination of encryption technology and authentication to protect User's Personal Data. As long as User's web browser supports Secure Sockets Layer (SSL), User's information will be submitted to Seller with a high level of security. Seller update and test its security technology on an ongoing basis. Seller have obtained assurances from its third-party agents that they have similar practices in place.

As business changes, this Privacy Notice is expected to change from time to time, and Seller reserves the right to change it at any time. The use of your information is subject to the Privacy Notice in effect at the time of use. The provisions contained herein

supersede all previous notices or statements regarding Seller's privacy practices. We may email periodic reminders of Seller notices and terms and conditions and post any changes to the Privacy Notice on Seller's. User is encouraged to check Seller's website frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them.

**ARTICLE 20: EFFECTIVE DATE.** [Reserved].

**APPENDIX 1**

**EQUIPMENT FOR PURCHASE**

Product Name	Quantity	Unit Net Price	Net Price
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**Basic Aircraft**

412EPX Basic Aircraft	1	\$13,112,244.90	\$13,112,244.90
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**Kits & Customizing**

4-Axis AFCS & Flight Director Upgrade Kit for 412EPX with required Edge Lit Panel	1	\$115,408.16	\$115,408.16
Garmin GTN Search Pattern Enablement	1	\$5,000.00	\$5,000.00
Wire Strike Protection System	1	\$39,387.76	\$39,387.76
Dart Door Sill Protective Trim Kit (D412-775-011)	1	\$1,632.65	\$1,632.65
Avionics Rainshield (AA)	1	\$2,142.86	\$2,142.86
Automatic Door Openers - Composite Crew Doors (Dart)	1	\$3,061.22	\$3,061.22
Enhanced Hover Hold Kit (Includes Radar Altimeter #2 (KRA-405B), Hover Sensor (CMA5024), Mode Select Panel, Annunciators)	1	\$281,632.65	\$281,632.65
Provisions - External HEC Hoist - Goodrich 600 lb (272 kg) - inc. manual cutter, cable guard (AA)	1	\$210,510.20	\$210,510.20
Equipment - External HEC Hoist 290' (88.4m) Cable - Goodrich 600 lb (272 kg) (AA)	1	\$449,285.71	\$449,285.71
Passenger Seats - Rag And Tube (Installed)	1	\$0.00	\$0.00

**Kits & Customizing Subtotal: \$1,108,061.21**

**Training**

412EPX Ground and Flight Initial (Bell Owned Aircraft) - Additional Charge	2	\$10,204.08	\$20,408.16
Complimentary 412EPX Ground and FTD Initial	2	\$0.00	\$0.00
Complimentary 412EPI and EPX Avionics Maintenance Differences - 1 Week	1	\$0.00	\$0.00
Complimentary 412EPI and EPX Maintenance Differences - 3 Days	1	\$0.00	\$0.00
Complimentary 412 SPZ-7600 Digital AFCS Maintenance - 1 Week	1	\$0.00	\$0.00
Complimentary Electrical Training	1	\$0.00	\$0.00
Complimentary 412 Series Field Maintenance - 3 Week	1	\$0.00	\$0.00

**Training Subtotal: \$20,408.16**

**Acceptance**

Inspection & Acceptance at Piney Flats, TN			
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**Certification**

U.S. FAA Certification			
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**Purchase Price: \$14,240,714.27**

**PAYMENT SCHEDULE**

Payment Term	Date	Amount
Deposit	Due Within twenty (20) calendar days of Purchaser signature	\$1,000,000.00
Balance Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	\$13,240,714.27

**Total Purchase Price: \$14,240,714.27**

**APPENDIX 2  
NEW HELICOPTER WARRANTY  
THREE YEARS/1,000 HOURS WARRANTY**

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1,000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will only be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

In addition, during the first year or within 1,000 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Buyer at a regional labor rate, as determined solely by Seller, for reasonable actual labor costs incurred directly related to removal and reinstallation of parts determined to be defective. Seller shall not reimburse labor costs incurred for any other activity, such as troubleshooting, inspection, testing or similar activities; any reimbursement amount issued in accordance with this warranty shall be in Seller's sole discretion. Seller shall not reimburse any labor costs (1) which it does not deem to be reasonable, (2) which it does not deem directly related to removal and reinstallation, or (3) for buyer furnished equipment or equipment manufactured by other (e.g. STC).

Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable Supplier manuals.

**NO FAULT FOUND:** In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping, evaluating the part, cost for any replacement part and restocking of the part which is a minimum of \$300.00USD and up to fifteen percent (15%) list price of the part, as well as any No Fault Found fees incurred by Seller. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

**SELLER'S WARRANTY CLAIM PROCESS:** Defective parts must be reported in writing to the Seller's Warranty Administration within thirty (30) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

**RETURN SHIPMENT:** Defective parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

**CORE RETURNS:** Per Seller's determination that a core return is required for which Seller has furnished a replacement part through the Warranty Process, the core shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within thirty (30) days of shipment by Seller of the replacement part. Buyer shall provide Seller with proof of shipment within thirty (30) days following shipment of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the thirty (30) days, fails to provide the applicable historical service records or provide the correct RMA, Buyer shall be charged the invoiced value of the replacement part. If the Buyer returns the core, and provides the historical records and the RMA after the 31st day, the Buyer will be credited the invoiced amount upon receipt of the core minus a restocking fee minimum of \$300.00 USD or up to fifteen percent (15%), per item, of the then standard list price of the material provided. If Historical Records are not provided and can be recreated by Seller, a debit of \$500.00 USD per item will be made to Buyer's account.

**WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS:** THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT

**LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.**

This warranty is the only warranty made by Seller. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part, reimbursement of reasonable freight charges, and reimbursement of reasonable labor costs directly related to removal and reinstallation as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, paint, radios, any and all customizing equipment, and Buyer furnished equipment or equipment manufactured by others (e.g. STC kits) and installed at Buyer's request.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion.

Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

**NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.**

**CHOICE OF LAW AND JURISDICTION:** This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above-described court systems, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

**APPENDIX 3  
END USE AND END USER STATEMENT**

**Seller:** Bell Textron Inc.

**Aircraft:**

Make: SUBARU BELL

Model: 412EPX

Serial Number:

**End-User of the Aircraft (mark "X" if Purchaser is the End-User):**

Name:	
Address:	
<input type="checkbox"/>	Mark "X" if Purchaser is the End-User

**Country where Aircraft will be registered:**

**Country or countries where Aircraft will be operated:**

**End-Use of the Aircraft (mark "X" on all that apply):**

<input type="checkbox"/>	Commercial Transport (e.g. sightseeing, etc.)
<input type="checkbox"/>	General Transport (e.g., VIP, personal, company)
<input type="checkbox"/>	Government Transport
<input type="checkbox"/>	Military Transport
<input type="checkbox"/>	EMS
<input type="checkbox"/>	Law Enforcement/Homeland Security
<input type="checkbox"/>	ISR (intelligence, surveillance and reconnaissance)
<input type="checkbox"/>	Utility (e.g. firefighting, news gathering, etc.)
<input type="checkbox"/>	Military Training
<input type="checkbox"/>	Other Training
<input type="checkbox"/>	Other (please specify): _____

The undersigned certifies that the information provided is true and correct as of the date set out below. If this information changes prior to Aircraft delivery or the Purchase Agreement to which this Appendix 3 is attached is assigned prior to Aircraft delivery, Purchaser or Assignee, respectively, will submit an updated End User Certification.

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**EXHIBIT B  
CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**ARTICLE I  
SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** [Reserved].

**1.2 Effective Date.** A contract between the City and Seller (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** [Reserved].

**ARTICLE II  
CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** [Reserved].

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195

**ARTICLE III  
COMPENSATION**

**3.1 Manner of Payment.** Manner of payment shall be in accordance with the terms set forth in Exhibit A.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Seller's invoice must be on Seller's stationary with Seller's name, address, and remittance address if different. Seller's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**3.2.2 Service Contracts.** [Reserved.]

**3.2.3 Goods Contracts.** Seller must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Seller must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Seller for extraordinary work unless Seller receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Seller will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Seller must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** [Reserved.]

**3.2.6.2 Monthly Invoicing and Payments.** [Reserved].

**3.3 Annual Appropriation of Funds.** Seller acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Seller for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** [Reserved].

**ARTICLE IV**  
**SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** [Reserved].

**4.2 City's Right to Terminate for Convenience.** [Reserved.]

**4.3 City's Right to Terminate for Default.** Seller's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Seller has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**4.3.1** If Seller fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Seller, and any person claiming any rights by or through Seller under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Seller shall be liable to City for any excess costs. Seller shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Seller files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Seller, terminate this Contract, and terminate each and every right of Seller, and any person claiming rights by and through Seller under this Contract.

**4.5 Seller's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** [Reserved].

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Seller, it is determined that Seller had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

**ARTICLE V**  
**ADDITIONAL SELLER OBLIGATIONS**

**5.1 Inspection and Acceptance.** Inspection and Acceptance shall be in accordance with Exhibit A, Bell Textron Inc. Customer Purchase Agreement.

**5.2 Responsibility for Lost or Damaged Shipments.** Seller bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Seller's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Seller is responsible for all damage that occurs as a result of Seller's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Seller shall immediately report any such damage to people and/or property to the Contract Administrator.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**5.4 Delivery.** Delivery shall be made on the delivery day specified in Exhibit A. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Seller must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Seller to a reasonable extension of time to complete performance, but Seller will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Seller. This provision does not apply to a delay caused by Seller's acts or omissions. Seller is not entitled to an extension of time to perform if a delay is caused by Seller's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Seller's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Seller shall immediately notify City in writing of any regulations or restrictions that may or will require Seller to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Seller or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Seller is responsible to City for all warranty service, parts, and labor. Seller is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Seller may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Seller is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Seller will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Seller shall provide goods and/or services acceptable to City in strict conformance with the Contract. Seller shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

approval only and does not relieve Seller of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Seller shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Seller shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Seller shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Seller shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Seller must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Seller shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Seller shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Seller's performance. If requested, Seller shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Seller with feedback, will note any deficiencies in Contract performance, and provide Seller with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Seller's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Seller's records to confirm contract compliance. Seller shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Seller must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** [Reserved].

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**5.13.1 Criminal Background Certification.** Seller certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Seller further certifies that all employees hired by Seller or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Seller shall provide a company photo identification badge to any individual assigned by Seller or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Seller to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Seller upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Seller is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Seller shall provide adequate and competent supervision at all times during the Contract term. Seller shall be readily available to meet with the City. Seller shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Seller's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** [Reserved].

**5.15 Licenses and Permits.** Seller shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

**ARTICLE VI**  
**INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** [Reserved].

**6.2 Intellectual Property Rights Assignment.** [Reserved].

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Seller

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Seller after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Seller.

**6.4 Subcontracting.** [Reserved].

**6.5 Intellectual Property Warranty and Indemnification.** Seller represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Seller to produce, at Seller's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Seller further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Seller receives payment under this Contract, City shall be entitled, upon written notice to Seller, to withhold some or all of such payment.

**6.6 Software Licensing.** Seller represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Seller further represents and warrants that all third-party software, delivered to City or used by Seller in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Seller may not publish or reproduce any Deliverable Materials, for purposes unrelated to Seller's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Seller shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Seller warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Seller, or those furnishing goods, materials, supplies, or equipment to Seller under the Contract.



**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**ARTICLE VII**  
**INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Seller shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all third party claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Seller or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, to the extent Contractor shall have discretion in the management and control of any defense, and fees of expert consultants or expert witnesses incurred in connection therewith as well as costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Seller, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Seller's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities to the extent those arise from the negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Seller shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Seller, his agents, representatives, employees or subcontractors.

Seller shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** [Reserved].

**7.2.3 Workers' Compensation.** [Reserved].

**7.2.4 Professional Liability (Errors and Omissions).** [Reserved].

**7.2.5 Aviation Liability Insurance.** Seller shall maintain Aviation Liability insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

**7.2.6 Other Insurance Provisions.** [Reserved]

**EXHIBIT B  
CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**7.2.6.1 Additional Insured Status.** [Reserved]

**7.2.6.2 Primary Coverage.** [Reserved]

**7.2.6.3 Notice of Cancellation.** [Reserved]

**7.2.6.4 Waiver of Subrogation.** [Reserved]

**7.2.6.5 Claims Made Policies (applicable only to professional liability).**  
[Reserved].

**7.3 Self Insured Retentions.** [Reserved].

**7.4 Acceptability of Insurers.** [Reserved]

**7.5 Verification of Coverage.** Seller shall furnish City with original certificates affecting coverage required by this clause. All certificates are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Seller's obligation to provide them.

**7.6 Special Risks or Circumstances.** [Reserved]

**7.7 Additional Insurance.** Seller may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** [Reserved].

**ARTICLE VIII  
BONDS**

**8.1 Payment and Performance Bond.** [Reserved].

**8.1.1 Bond Amount.** [Reserved].

**8.1.2 Bond Term.** [Reserved].

**8.1.3 Bond Surety.** [Reserved].

**8.1.4 Non-Renewal or Cancellation.** [Reserved].

**8.2 Alternate Security.** [Reserved].

**ARTICLE IX**

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**  
**CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Seller certifies that Seller is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Seller shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Seller shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Seller shall comply with the most restrictive requirement (i.e., that which provides the most access). Seller also shall comply with the City's ADA Compliance/City Sellers requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Seller warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Seller shall comply with City's EOCP Requirements. Seller shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Seller shall provide equal opportunity in all employment practices. Prime Sellers shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Seller shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Seller shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Seller understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Seller shall ensure that this language is included in contracts between Seller and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Seller agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Seller has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Seller for each subcontract or supply contract. Seller further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Seller understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Seller shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Seller shall comply with Contractor Standards provisions codified in the SDMC. Seller understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Seller shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Seller shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Seller shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Seller shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Seller shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Seller shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** [Reserved]

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Seller shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Seller shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

**ARTICLE X**  
**CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Seller is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Seller must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Seller shall submit the necessary documents to City.

**10.2 Seller's Responsibility for Employees and Agents.** Seller is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Seller's Financial or Organizational Interests.** In connection with any task, Seller shall not recommend or specify any product, supplier, or contractor with whom Seller has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Seller certifies that: (1) Seller's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Seller did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Seller did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Seller did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Seller employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Seller.

**ARTICLE XI**  
**DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Seller and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

**ARTICLE XII**  
**MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Seller, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Seller's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Seller for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Seller, its agents, officers, and employees, Seller shall reimburse City for all fees paid to Seller, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Seller or its agents, officers, and employees may incur expenses and/or costs. Seller agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

**ARTICLE XIII**  
**MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**13.2 Non-Assignment.** Seller may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Seller and any subcontractors employed by Seller are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Seller concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Seller shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Seller, and Seller shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Seller shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Seller shall comply with all applicable local, state, and federal laws, regulations, and policies. Seller's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Seller is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Seller may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof except for the New Aircraft Warranty, which will be governed by the Choice of Law and Jurisdiction clause contained within the Warranty.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the United States District Court for the Southern District of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Seller to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Seller. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Seller, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Seller, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Seller or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Seller, at the time it was disclosed to Seller by City; (2) subsequently becomes publicly known through no act or omission of Seller; or (3) otherwise becomes known to Seller other than through disclosure by City.

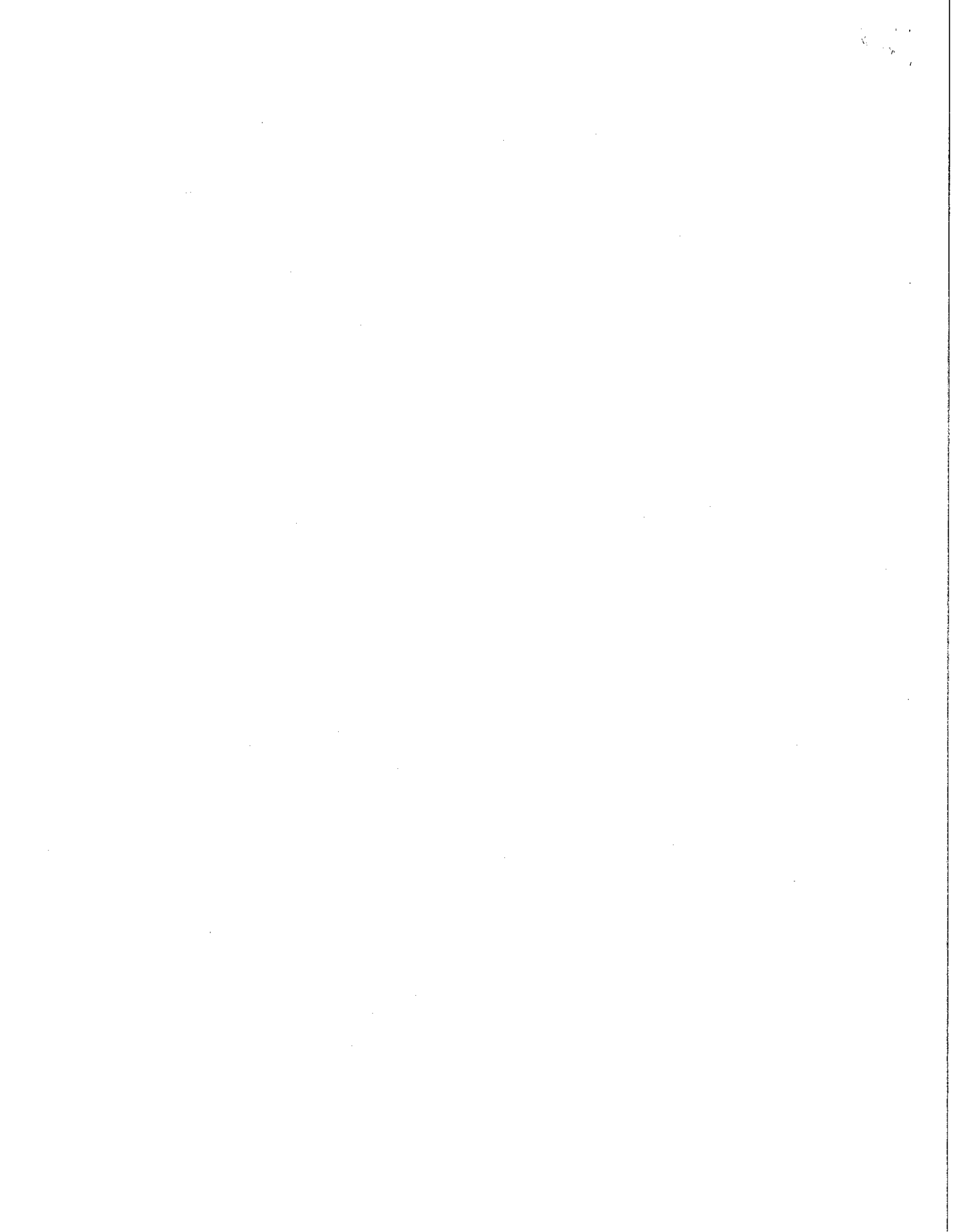
**13.17 Insolvency.** If Seller enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Seller agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.



**EXHIBIT B**  
**CITY'S GENERAL CONTRACT TERMS AND PROVISIONS**

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Seller shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions  
and Work Force Report

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if applicable)

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Bell Textron Helicopter Purchase  
\_\_\_\_\_  
\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Bell Textron Inc.  
\_\_\_\_\_  
Legal Name DBA  
3255 Bell Flight Blvd Fort Worth TX 76118  
Street Address City State Zip  
Parker Perego, Regional Contracts Manager (817) 368-8957  
Contact Person, Title Phone Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Parker Perego	Regional Contracts Manager
Name	Title/Position
Fort Worth, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracts & Proposals	
Interest in the transaction	

Greg Maitlen	Regional Sales Manager
Name	Title/Position
Aurora, CO	
City and State of Residence	Employer (if different than Bidder/Proposer)
Sales Manager	
Interest in the transaction	

Lane Evans	Managing Director, NA Sales
Name	Title/Position
Grapevine, Texas	
City and State of Residence	Employer (if different than Bidder/Proposer)
Sales Director	
Interest in the transaction	

Mario Gallardo	Manager, Contracts
Name	Title/Position
Fort Worth, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager, Contracts	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 10/09/1981 State of incorporation: Delaware

List corporation's current officers: President: Lisa Atherton  
 Vice Pres: Jim Tarallo  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If **Yes**, after what date: 05/01/1982

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? NYSE, TXT \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Vanguard Group, Inc., 11.65%  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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---

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes       No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 Yes       No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: J.P. Morgan Chase

Point of Contact: Account: 9101332626

Address: 4 New York Plaza New York, NY 10004

Phone Number: \_\_\_\_\_

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City



a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

- 9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: Not Applicable Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

- 7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Virginia State Police

Contact Name and Phone Number: Shawn Rivard, 804-743-2230

Contact Email: Shawn.Rivard@vsp.virginia.gov

Address: 3255 Bell Flight Blvd.

Contract Date: March 1, 2019

Contract Amount: \$ 13,300,000.00

Requirements of Contract: Bell 412EPI

Company Name: Charlotte Mecklenburg Police Department

Contact Name and Phone Number: Craig Varnum, 704-353-1284

Contact Email: craig.varnum@cmpd.org

Address: 3998 SENTRY POST RD CHARLOTTE, North Carolina 28208 United States

Contract Date: January 1, 2023

Contract Amount: \$ 6,500,000.00

Requirements of Contract: Bell 407GX

Company Name: Arizona Dept of Public Safety

Contact Name and Phone Number: Jim Kennedy 602-223-2552

Contact Email: jkennedy@azdps.gov

Address: 2615 E AIRLANE AVE PHOENIX, Arizona 85034 United States

Contract Date: January 1, 2021

Contract Amount: \$ 14,000,000.00

Requirements of Contract: Bell 429 aircraft

**G. COMPLIANCE:**

- 1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- 2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

- 1. Are you a local business with a physical address within the County of San Diego?

Yes  No

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes  No

Certification # \_\_\_\_\_

- 3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:


- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Natalie Taylor

Director, Commercial Contracts

Name and Title

DocuSigned by:  
  
 0152F136476B43D

Signature

04 January 2024

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Name changed in 2019 from Bell Helicopter Textron Inc. to Bell Textron Inc. This was done as a rebranding effort.

In regards to form AA, pending litigation: as a large corporation that manufactures aircraft, Bell and its parent company, Textron Inc., is sometimes a party to various litigation claims arising from the company's business activities. However, there is no litigation pending against Bell Textron Inc. that would impact our ability to perform in accordance with the proposed contract with the City of San Diego.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

**Natalie Taylor**

Print Name, Title

Director, Commercial Contracts

DocuSigned by:

*Natalie Taylor*

0152E136A76B43D

Signature

04 January 2024

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) GOODS AND SERVICES CONTRACTOR REQUIREMENTS

### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.



**Disabled Veteran: Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principle Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Workforce Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
  - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
  - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

**VI. Maintaining Participation Levels.**

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

**VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATES	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Bell Textron Inc.

Certified By Natalie Taylor Title Director

DocuSigned by: Natalie Taylor Name  
 Date 04 January 2024  
 Signature



### EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101  
Phone: (619) 236-6000 · Fax: (619) 236-5904

## BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Bell Textron Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 3255 Bell Flight Blvd.

City: Fort Worth County: Tarrant State: TX Zip: 76118

Telephone Number: 832-368-8957 Fax Number: \_\_\_\_\_

Name of Company CEO: Lisa Atherton

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4 New York Plaza New York, NY 10004

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Manufacturing Type of License: \_\_\_\_\_

The Company has appointed: Katrina Hernandez

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3255 Bell Flight Blvd.

Telephone Number: +1 817-280-1219 Fax Number: \_\_\_\_\_ Email: khernandez01@bellflight.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Bell Textron Inc.

Tarrant, TX (Firm Name)

hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 4th day of January, 2024

DocuSigned by:  
Natalie Taylor  
0152F136476B43D...  
(Authorized Signature)

Natalie Taylor  
(Print Authorized Signature Name)

**WORK FORCE REPORT - Page 2**

NAME OF FIRM: Bell Textron Inc.

DATE: 1/4/2024

OFFICE(S) or BRANCH(ES): All

COUNTY: Tarrant

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat- Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial -														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Bell US Employees	Black or African American		Hispanic or Latino				Asian		Demographic				White		Other		Grand Total
	M		F		M		F		M		F		M		F		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Management & Financial	46	44	86	44	21	24	6	5	1	642	288	32	13	1252			
A/E, Science, Computer	69	25	166	41	168	39	5	3	1384	191	70	10	2171				
Technical	18	3	44	3	15	3			256	18	15	1	376				
Sales	8		21	9	1	1	2		131	17	4		194				
Administrative Support	57	21	33	24	7	3	1	3	168	71	10	6	405				
Services	12	2	7	2			1		23	2	3		52				
Crafts	96	36	117	5	75	7	9		712	34	32	2	1126				
Operative Workers	38	9	83	9	13	3	1	1	275	23	15	3	475				
Laborers	3	1	1	1			1		16	2			25				
<b>Grand Total</b>	<b>347</b>	<b>141</b>	<b>558</b>	<b>138</b>	<b>300</b>	<b>80</b>	<b>26</b>	<b>9</b>	<b>8</b>	<b>3607</b>	<b>646</b>	<b>181</b>	<b>35</b>	<b>6076</b>			

Bell US Employees	Demographic		American Indian/Alaskan				Nat Haw/Pac Island		White		Other		Grand Total	
	M		F		M		F		M		F			
	M	F	M	F	M	F	M	F	M	F	M	F		
Disclosing a disability	18	9	29	7	8	2	2	1	1	235	37	15	2	366
<b>Grand Total</b>	<b>18</b>	<b>9</b>	<b>29</b>	<b>7</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>235</b>	<b>37</b>	<b>15</b>	<b>2</b>	<b>366</b>



**WORK FORCE REPORT - Page 3**

NAME OF FIRM: Page 3 is not applicable

DATE: N/A

OFFICE(S) or BRANCH(ES): N/A

COUNTY: N/A

**INSTRUCTIONS:** For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat- Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

**Installers, and Repairers**  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

**Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**



103 2-13-24

(R-2024-340)

RESOLUTION NUMBER R- 315366  
DATE OF FINAL PASSAGE FEB 15 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE MAYOR OR HIS  
DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE  
CITY OF SAN DIEGO AND BELL TEXTRON INC. TO  
PURCHASE ONE BELL 412EPX FIRE/RESCUE HELICOPTER

WHEREAS, the City of San Diego Fire Rescue Department (SDFD) Air Operations Section responds to more than 400 emergencies annually, on a 7-day/24-hour basis; and

WHEREAS, after the 2014 Bernardo Firestorm, the City of San Diego (City) After Action Report (AAR) recommended the City increase the number fire/rescue helicopters to three to ensure SDFD's ability to provide aerial fire suppression and rescue; and

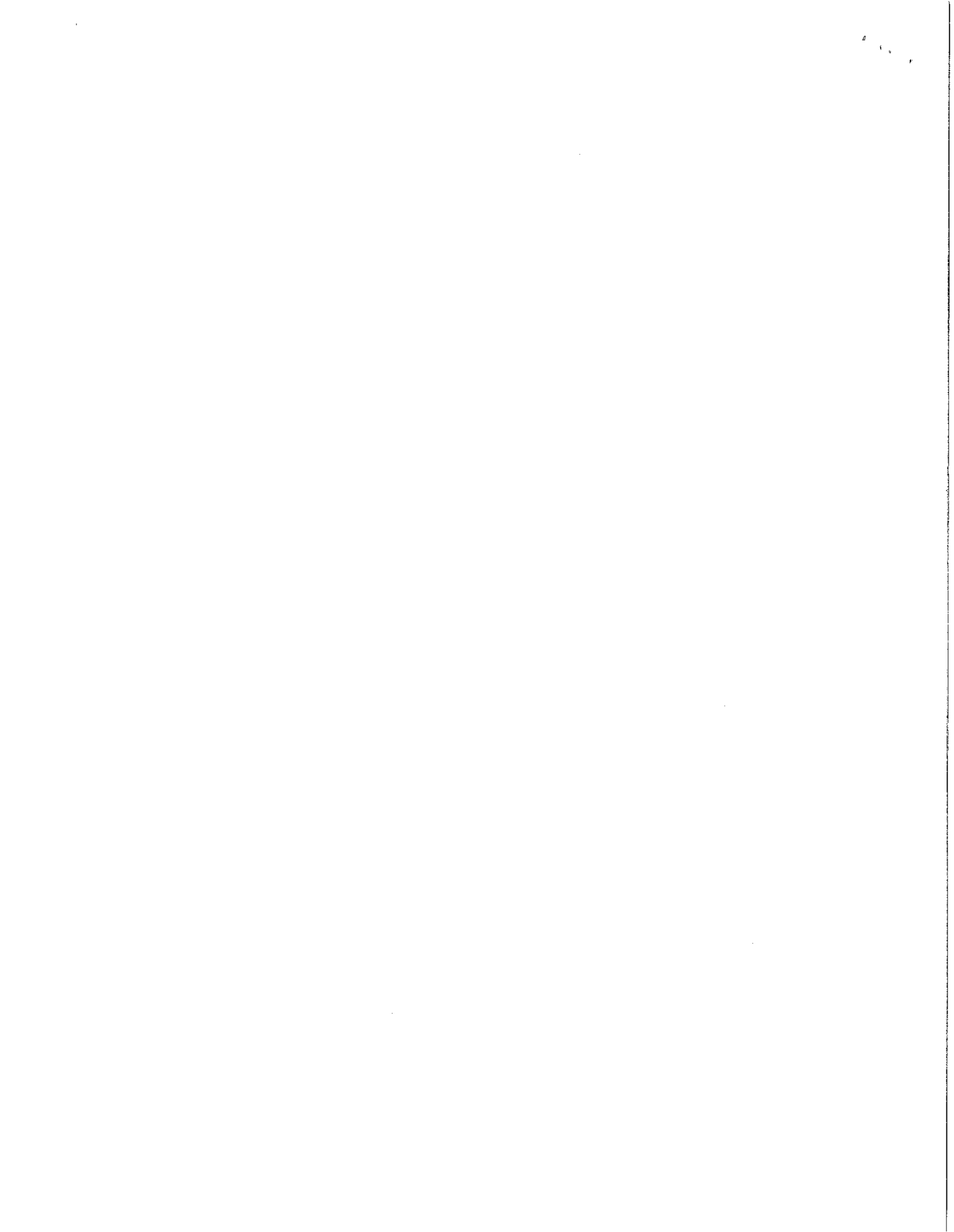
WHEREAS, the SDFD Air Operations Section is currently operating with a fleet of two fire/rescue helicopters; and

WHEREAS, SDFD desires to purchase one Bell 412EPX fire/rescue helicopter to replace Copter 1, a 1980 Bell 212HP helicopter that is beyond economical repair. Copter 1 was decommissioned in 2023; and

WHEREAS, on September 27, 2023, the Purchasing Agent approved a sole source for acquiring the Bell 412EPX fire/rescue helicopter under San Diego Municipal Code (SDMC) section 22.3016; and

WHEREAS, the total cost of the acquisition to be financed, including deposit, outfitting, and taxes, is projected to not to exceed \$17.3 million; and

WHEREAS, an amount not to exceed \$1.0 million to be advanced from the General Fund in Fiscal Year 2024 for the initial deposit payment is necessary to order the helicopter; and





WHEREAS, the City's Equipment and Vehicle Financing Program (EVFP) is the most cost-effective tool to finance the helicopter purchase; and

WHEREAS, the helicopter purchase is contingent on the City securing financing through a separate procurement process and City Council approval action; and

WHEREAS, the lender will be procured by the Department of Finance, Debt Management Division, through a request for proposal and approved by City Council; and

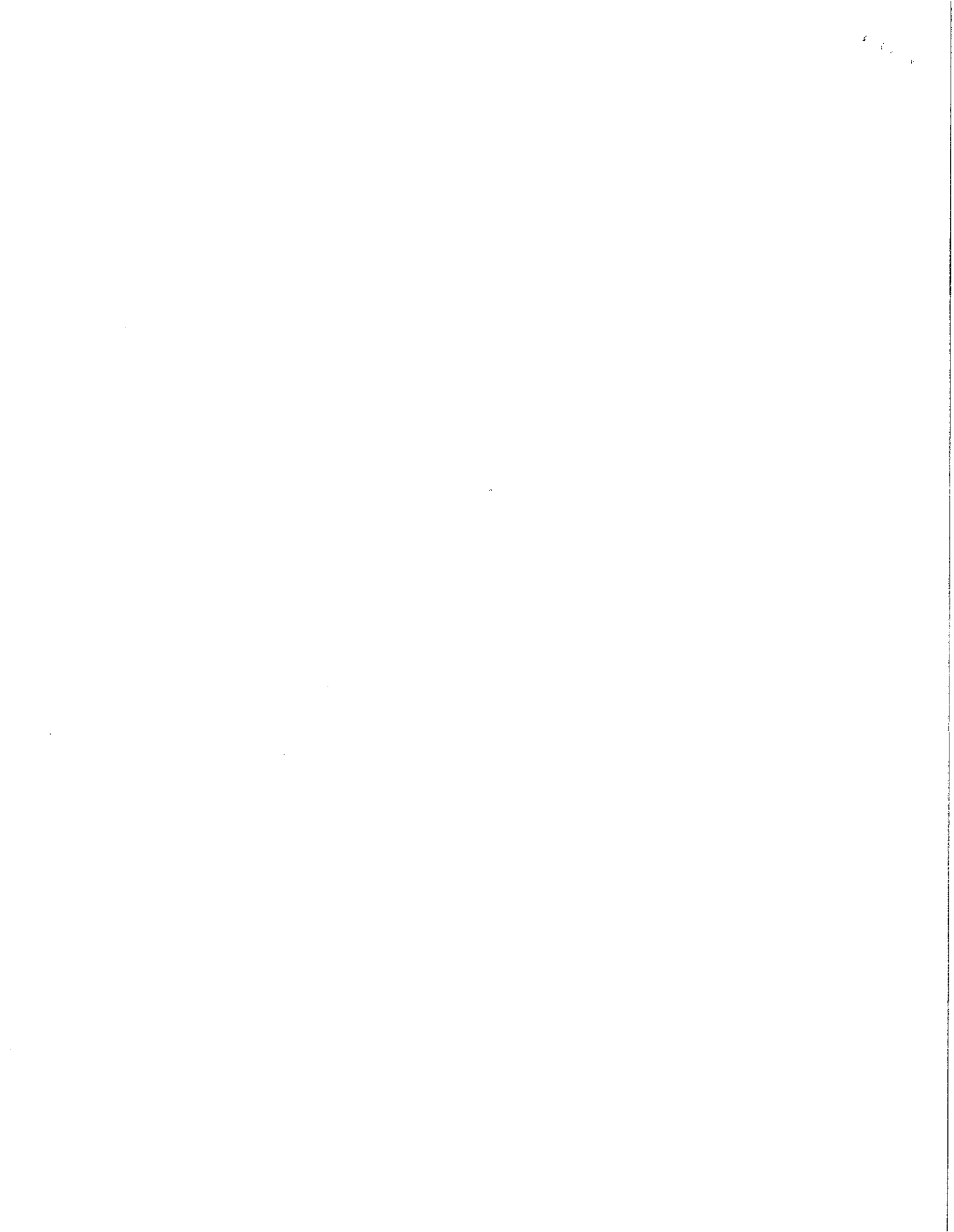
WHEREAS, upon approval by the City Council in a separate action, the City EVFP will reimburse the General Fund for the advanced payment and finance the total costs not to exceed \$17.3 million, which includes \$14.2 million for the helicopter, \$1.8 million for outfitting/completion, and \$1.3 million for the sales tax, over a 10-year term through lease purchase financing; and

WHEREAS, any surveillance technology to be outfitted will comply with the Transparent and Responsible Use of Surveillance Technology Ordinance (TRUST Ordinance), codified in Chapter 2, Article 10, of the SDMC; and

WHEREAS, the subsequent lease payments will come from SDFD's budget within the General Fund for the applicable fiscal year; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

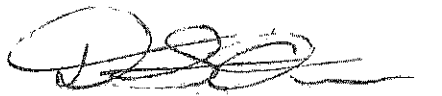
BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor or his designee is authorized to execute for and on behalf of the City an agreement between the City of San Diego and Bell Textron Inc. to purchase one Bell 412EPX fire/rescue helicopter; and



BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to appropriate and expend an amount not to exceed \$1.0 million to be advanced from the General Fund in Fiscal Year 2024 for the initial deposit payment necessary to order one Bell 412EPX fire/rescue helicopter. Upon delivery of the helicopter, the payment of the remaining balance will be advanced from the General Fund, with the expectation that, with the future approval of the City Council, the City Equipment Vehicle Financing Program (EVFP) will reimburse the General Fund for the advanced payment and finance the total costs not to exceed \$17.3 million, which includes \$14.2 million for the helicopter, \$1.8 million for outfitting/completion, and \$1.3 million for the sales tax, over a 10-year term through lease purchase financings. The subsequent lease payments will come from the Fire-Rescue Department budget within the General Fund, contingent upon the approval of the appropriation ordinance for the applicable fiscal year and the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By



Daniel Stuart Orloff  
Deputy City Attorney

DO1:jdf  
01/26/2024  
Or.Dept: Fire Rescue  
CC No. 103284076  
Doc. No. 3544875



I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of FEB 13 2024

DIANA J.S. FUENTES  
City Clerk

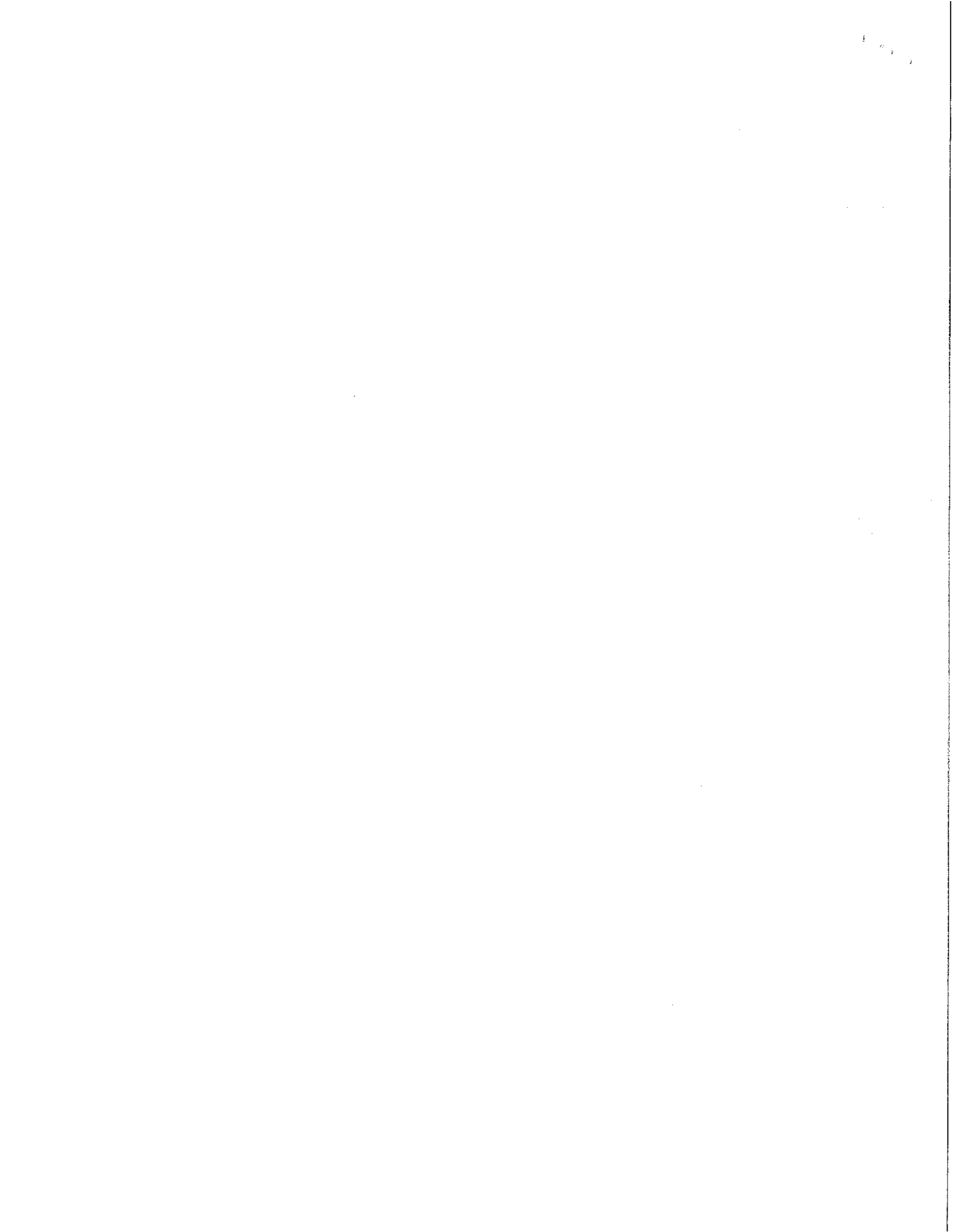
By Connie Patterson  
Deputy City Clerk

Approved: 2/15/24  
(date)

Todd Gloria  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor



The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC DEPT. NO. 103284076  
 B A: 9913

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$1,000,000.00

Purpose: For the initial deposit to purchase a Bell 412EPX fire/rescue helicopter  
Estimated proceeds of \$1.0 million from the sale of Copter 1 components will be deposited into the General Fund in Fiscal Year 2024 to support the appropriation increase for the advanced deposit

Date: January 8, 2024

By: Alyssa Yopez  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1		100000		330081	OTHR-00000000-GG	9913	9913000011		\$1,000,000.00
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_

Vendor: \_\_\_\_\_

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1									
TOTAL AMOUNT									

FUND OVERRIDE





Passed by the Council of The City of San Diego on FEB 13 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage FEB 15 2024.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

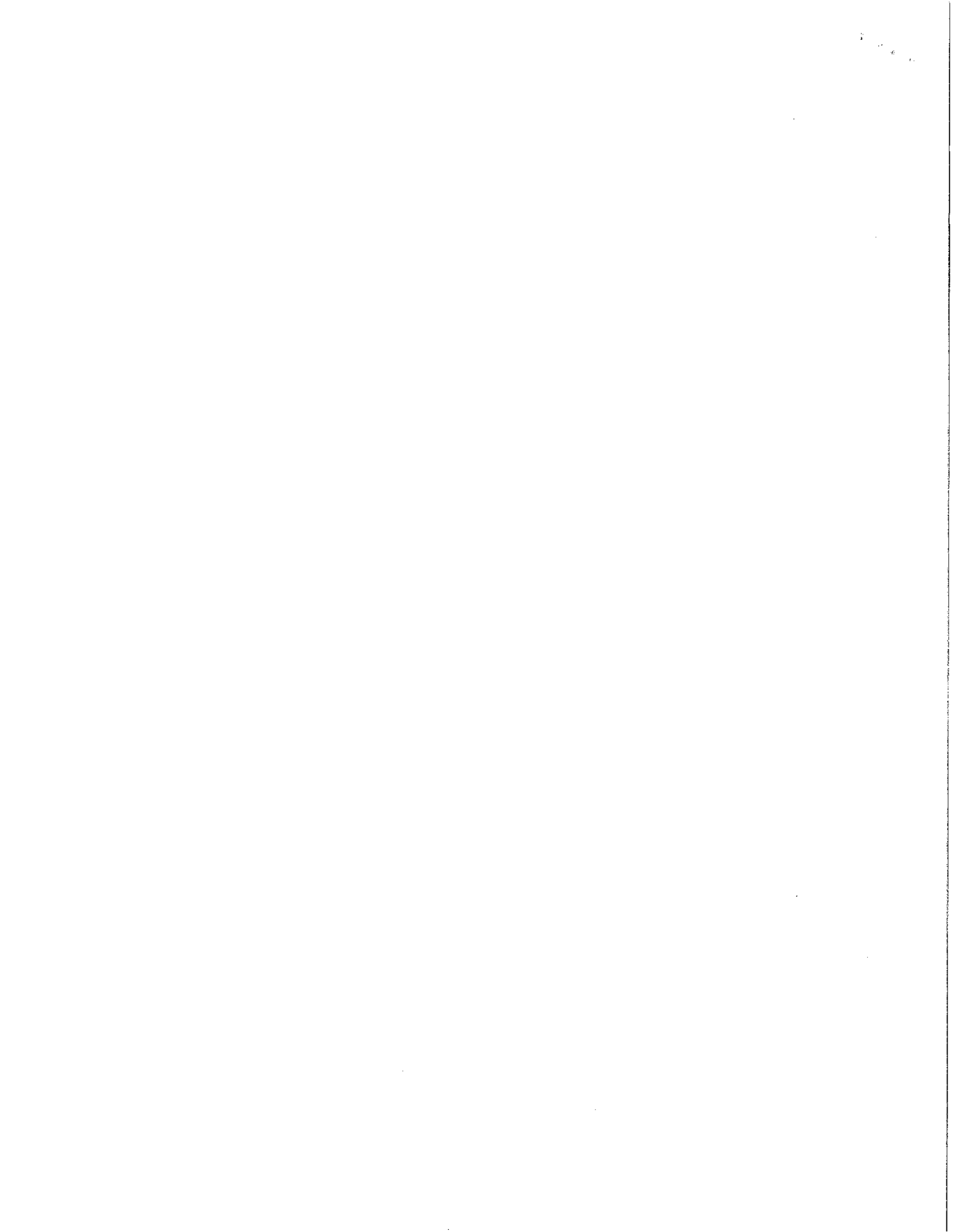
DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

(Seal)

By Linda Irwin, Deputy  
for Connie Patterson

Office of the City Clerk, San Diego, California

Resolution Number R- 315366



Passed by the Council of The City of San Diego on February 13, 2024, by the following vote:

**YEAS:** LACAVA, CAMPBELL, WHITBURN, VON WILPERT, LEE, CAMPILLO,  
MORENO, ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

**VACANT:** DISTRICT 4.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

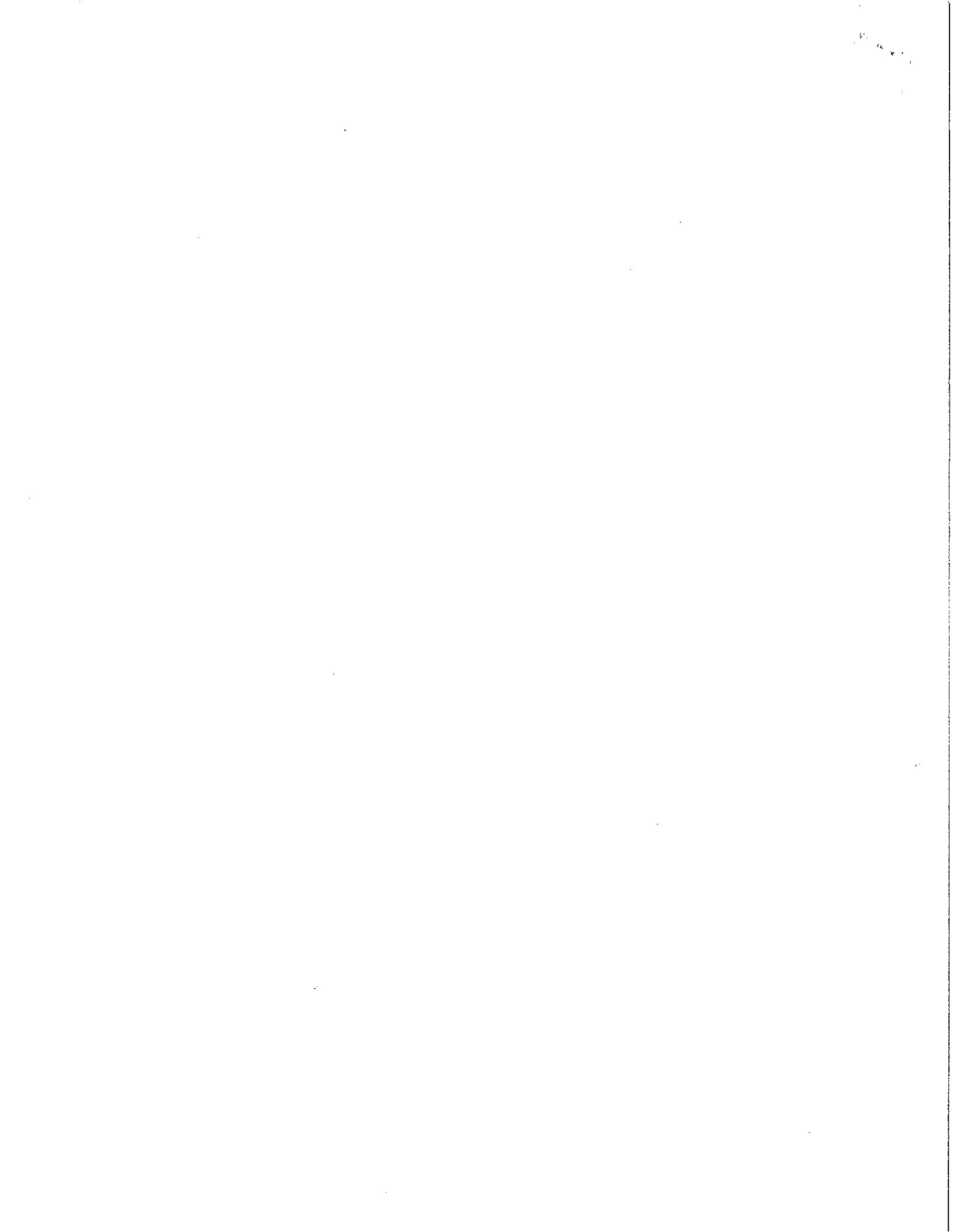
I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-315366 approved on February 13, 2024. The date of final  
passage is February 15, 2024.

**DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
2/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: Westminster Ins Co.</td> <td>524290</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Westminster Ins Co.	524290	INSURER C: National Union Fire Ins Co of Pittsburgh	19445	INSURER D:		INSURER E:		INSURER F:
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INSURER C: National Union Fire Ins Co of Pittsburgh	19445													
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Textron Inc. & Bell Textron Inc. 3255 Bell Flight Boulevard Fort Worth TX 76118 USA														

Holder Identifier : ACSBell-0038

**COVERAGES** **CERTIFICATE NUMBER:** 570103024781 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3441GLUS024 GENERAL LIABILITY	01/01/2024	01/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Products - Comp/Op \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4020209 09	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			38178891 UMBRELLA SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC402021009	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Excess Workers Compensation			EWS402021209 SIR applies per policy terms & conditions	04/01/2023	04/01/2024	EL Each Accident \$1,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ea Emp \$1,000,000

Certificate No : 570103024781

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 As respects General Liability policy number 3441GLUS020, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is independently Procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

The City, its officers, officials, employees, and volunteers.

### CERTIFICATE HOLDER

### CANCELLATION

City of San Diego Purchasing & Contracting 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Marsh USA, Inc. 99 High Street Boston, MA 02110 Attn: Patrick Hanrahan   Patrick.Hanrahan@Marsh.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN102796317-ALL-AHWA-23-24      MAR      Bell      0137	<b>INSURER A :</b> See Attached Schedule of Insurers	
<b>INSURED</b> Bell Textron Inc. 3255 Bell Flight Blvd. Fort Worth, TX 76118	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-011314789-33      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aviation Insurance Including the Below Coverage		See Attached	04/01/2023	04/01/2024	See Below for Limits of Insurance

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

A) Aircraft Hull All Risks and Hull War Insurance applies to any aircraft owned and/or operated by the Named Insured for values As Agreed with Underwriters subject to a maximum value of \$50,000,000.

B) Aviation Liability Insurance including but not limited to Aircraft Liability and War Liability as on file for a Limit of \$50,000,000 each occurrence and in the annual aggregate as respects War Liability.

C) Hangarkeepers (Ground & in Flight) Liability for a limit of \$50,000,000 each occurrence.

The City, its officers, officials, employees, and volunteers.

<b>CERTIFICATE HOLDER</b> City of San Diego Purchasing & Contracting 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA Inc.</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA, Inc.		NAMED INSURED Bell Textron Inc. 3255 Bell Flight Blvd. Fort Worth, TX 76118	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

AS RESPECTS AIRCRAFT PHYSICAL DAMAGE AND AVIATION LIABILITY INSURANCE:

WESTMINSTER INSURANCE COMPANY: LIABILITY - 344-1AAL-120 | HULL - 344-1APH-120

GLOBAL AEROSPACE AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: LIABILITY - 280648/23 | HULL - 280650/23

COMMERCE & INDUSTRY INSURANCE COMPANY THROUGH AIG AEROSPACE: HULL & LIABILITY - PL003391411-23

STARR INDEMNITY & LIABILITY COMPANY THROUGH STARR AVIATION AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: LIABILITY- 1000189250-03 | HULL- 1000189251-03

OLD REPUBLIC INSURANCE GROUP AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: HULL & LIABILITY - MP 000263 05

ALLIANZ GLOBAL RISKS US INSURANCE COMPANY THROUGH ALLIANZ GLOBAL CORPORATE & SPECIALTY AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: HULL & LIABILITY - A1PR000949323AM

XL SPECIALTY INSURANCE COMPANY AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: LIABILITY - UA00019579AV23A | HULL - UA00019578AV23A

LLOYDS AND CERTAIN OTHER INSURANCE COMPANIES AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: LIABILITY - AVNPL2350065 | HULL - AVNPL2350064

AS RESPECTS EXCESS COMPREHENSIVE AVIATION LIABILITY INSURANCE: LLOYDS AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: AVNPL2350066

SOME CLAIMS COVERED BY THE POLICIES EVIDENCED ABOVE MAY BE SUBJECT TO A SELF-INSURED RETENTION.

AS RESPECTS INDUSTRIAL AID AIRCRAFT PHYSICAL DAMAGE INSURANCE:

GLOBAL AEROSPACE: 12000814

AS RESPECTS AIRCRAFT HULL WAR AND ALLIED PERILS INSURANCE:

LLOYDS AND CERTAIN OTHER INSURANCE COMPANIES AS REINSURANCE OF WESTMINSTER INSURANCE COMPANY: AVNPL2350063

COVERAGE TERRITORY: WORLDWIDE FOR AVIATION LIABILITY AND AIRCRAFT PHYSICAL DAMAGE EXCEPT WITH RESPECTS HULL WAR WHICH EXCLUDES ANY LOSS, DAMAGE OR EXPENSE HOWSOEVER OCCURRING WITHIN THE GEOGRAPHICAL LIMITS OF ANY OF THE FOLLOWING COUNTRIES AND REGIONS: BURUNDI, CABINDA, CENTRAL AFRICAN REPUBLIC, CONGO, DEMOCRATIC REPUBLIC OF CONGO, ERITREA, IVORY COAST, LIBERIA, MAURITANIA, SOMALIA, THE REPUBLIC OF SUDAN, SOUTH SUDAN, AFGHANISTAN, JAMMU & KASHMIR, MYANMAR, NORTH KOREA, GEORGIA, NAGORNO-KARABAKH, NORTH CAUCASIAN FEDERAL DISTRICT, IRAN, IRAQ, LIBYA, SYRIA, YEMEN, RUSSIA, UKRAINE, BELARUS, ANY COUNTRY WHERE THE OPERATION OF THE INSURED AIRCRAFT IS IN BREACH OF UNITED NATIONS SANCTIONS.

THE ABOVE SUBSCRIBING INSURERS' OBLIGATIONS UNDER CONTRACTS OF INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-INSURING INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATION.

# AM Best Rating Services

## Zurich American Insurance Company

BestLink  AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

### Administrative Office

1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
[United States](#)

Web: [www.zurichna.com](http://www.zurichna.com)

Phone: 800-382-2150

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 050457 - Zurich Insurance Group Ltd](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news](#), [reports](#) and [products](#) for this company.

Based on AM Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 22, 2023
Initial Rating Date:	June 30, 1922

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Financial Analyst: Thomas Keelan  
Director: Edin Imsirovic  
Note: See the [Disclosure Information Form](#) or [Press Release](#) below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 22, 2023
Initial Rating Date:	September 14, 2004

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)  
November 22, 2023

#### Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)



# AM Best Rating Services

## Westminster American Insurance Company

BestLink  AMB #: 004198 NAIC #: 16098 FEIN #: 520424820

### Administrative Office

8890 McDonogh Road Suite 310

Owings Mills, Maryland 21117

[United States](#)

**Web:** [www.westminsteramerican.com](http://www.westminsteramerican.com)

**Phone:** 443-291-4040

**Fax:** 410-363-1417

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 018543 - Nodak Insurance Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [046506 - Nodak Mutual Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 25, 2023
Initial Rating Date:	June 01, 1992

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Financial Analyst II: Lauren Magro  
Director: Joseph A. Burtone  
Note: See the *Disclosure Information Form* or *Press Release* below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	April 25, 2023
Initial Rating Date:	December 11, 2007

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Revises Issuer Credit Ratings Outlook to Negative for Members of Nodak Insurance Group and NI Holdings, Inc.](#)

April 25, 2023

View AM Best's [Rating Review Form](#)

#### Financial Size Category View Definition

Financial Size Category: VIII (USD 100 Million to Less than 250 Million)

u Denotes Under Review Best's Rating

## Rating History

AM Best has provided ratings & analysis on this company since 1992.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
April 25, 2023	A	April 25, 2023	a+
April 14, 2022	A	April 14, 2022	a+
April 14, 2021	A	April 14, 2021	a+
April 14, 2020	A	April 14, 2020	a+
October 29, 2019	A- u	October 29, 2019	a- u
August 15, 2019	A-	August 15, 2019	a-
August 06, 2018	A	August 06, 2018	a

## Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018543 - Nodak Insurance Group](#).



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## Press Releases

Date	Title
Apr 25, 2023	<a href="#">AM Best Revises Issuer Credit Ratings Outlook to Negative for Members of Nodak Insurance Group and NI Holdings, Inc.</a>
Apr 14, 2022	<a href="#">AM Best Affirms Credit Ratings of Members of Nodak Insurance Group and NI Holdings, Inc.</a>
Apr 14, 2021	<a href="#">AM Best Affirms Credit Ratings of Members of Nodak Insurance Group and NI Holdings, Inc.</a>
Apr 14, 2020	<a href="#">AM Best Removes From Under Review with Positive Implications and Upgrades Credit Ratings of Westminster American Insurance Co</a>
Oct 29, 2019	<a href="#">AM Best Comments on Credit Ratings of NI Holdings, Inc. and Its Subsidiaries Following Its Announced Acquisition</a>
Oct 29, 2019	<a href="#">AM Best Places Credit Ratings of Westminster American Insurance Company Under Review With Positive Implications</a>
Aug 15, 2019	<a href="#">AM Best Downgrades Credit Ratings of Westminster American Insurance Company</a>

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13 items in 2 pages

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u Denotes Under Review Best's Rating

## Rating History

AM Best has provided ratings & analysis on this company since 1922.

### Financial Strength Rating

Effective Date	Rating
November 22, 2023	A+
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+

### Long-Term Issuer Credit Rating

Effective Date	Rating
November 22, 2023	aa-
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	aa-

## Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [050457 - Zurich Insurance Group Ltd.](#)



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## Press Releases

<u>Date</u>	<u>Title</u>
Nov 22, 2023	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 21, 2022	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 01, 2021	<a href="#">AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 02, 2020	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 25, 2019	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 19, 2018	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries</a>
Dec 08, 2017	<a href="#">A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Dec 01, 2016	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</a>

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# AM Best Rating Services

## National Union Fire Insurance Company of Pittsburgh, Pa.

BestLink  AMB #: 002351 NAIC #: 19445 FEIN #: 250687550

### Administrative Office

175 Water Street 18th Floor  
New York, New York 10038  
[United States](#)

Web: [www.aig.com](http://www.aig.com)

Phone: 212-770-7000

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 058702 - American International Group, Inc.](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [058702 - American International Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 26, 2024
Initial Rating Date:	December 31, 1907

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Associate Director : Raymond Thomson, CPCU, ARe, ARM  
Director: Erik Miller  
Note: See the [Disclosure Information Form](#) or [Press Release](#) below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	January 26, 2024
Initial Rating Date:	April 06, 2005

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries](#)  
January 26, 2024

#### Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

## Rating History

AM Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
January 26, 2024	A	January 26, 2024	a+
December 16, 2022	A	December 16, 2022	a
October 07, 2021	A	October 07, 2021	a
August 19, 2020	A	August 19, 2020	a
July 12, 2019	A	July 12, 2019	a

## Best's Credit & Financial Reports



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## Press Releases

<u>Date</u>	<u>Title</u>
Jan 26, 2024	<a href="#">AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries</a>
Dec 16, 2022	<a href="#">AM Best Revises Issuer Credit Rating Outlook to Positive for American International Group, Inc. and Its P/C Subsidiaries</a>
Oct 07, 2021	<a href="#">AM Best Affirms Credit Ratings of American International Group, Inc. and Its Subsidiaries</a>
Aug 19, 2020	<a href="#">AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries; Downgrades ICRs of L/H Subsidiaries</a>
Jul 12, 2019	<a href="#">AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries</a>
Sep 21, 2018	<a href="#">A.M. Best Removes from Under Review and Affirms Credit Ratings of Certain Newly Acquired Members of AIG P/C US Insurance Group</a>
Aug 10, 2018	<a href="#">A.M. Best Removes From Under Review, Upgrades Credit Ratings of Blackboard Specialty Insurance Co. and Blackboard</a>

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**Eames III, William**

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**From:** Orloff, Daniel  
**Sent:** Thursday, January 4, 2024 5:32 PM  
**To:** Gacuya, Cathy  
**Cc:** Yamamoto, Michelle; Eames III, William; MacFarland, Charles  
**Subject:** Bell Helicopter Contract-Exhibit B Updated 1.4.24  
**Attachments:** Exhibit B\_General Contract Terms and Provisions\_Bell Textron Inc. Helicopter\_DCA edits 1.4.24.docx

Hi Cathy,

For your records, Exhibit B has been updated and is attached to reflect the proper insurance language.

As soon as I have the go ahead, I can send Bell's team the word versions of our Draft Agreement, as well as Exhibit A & B to Bell's team, so they can accept the tracked changes to their agreement (Exhibit A) and add any edits to the other documents.

Thank you,

**Daniel Orloff**  
Deputy City Attorney | Public Safety Unit  
Civil Advisory Division  
Office of the City Attorney  
Phone: 619-236-6223



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