

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

b85



FROM: Stanley L. Sniff, Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
07/15/12

SUBJECT: APPROVAL OF THE PURCHASE AND SERVICES AGREEMENT WITH HANGAR ONE AVIONICS INC. FOR RADIO EQUIPMENT INSTALLATION SERVICES

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute agreement for the Sheriff's Department of installation of Helicopter/Fixed wing Interoperability Communications Equipment in the amount of \$421,310;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments, and exercise renewal options provided the cost adjustments do not exceed the CPI rates;
3. Direct the Clerk of the Board to retain one original copy, and return two original copies to the Purchasing Office; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BR 13-016

Will Taylor

Stanley L. Sniff, Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$421,310	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: 100 % Federal	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*

Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 31, 2012
xc: Sheriff, E.O., RCIT, Purchasing, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*

Deputy

3.58

FORM APPROVED COUNTY COUNSEL
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR
 DATE: 7/18/12
 Purchasing: *Marsha L. Victor*
 Departmental Concurrence: *Marsha L. Victor*
 Assistant Director
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Dept't Recorder
 Per Exec. Ofc.:
 Policy
 Consent

APPROVAL OF THE PURCHASE AND SERVICES AGREEMENT WITH HANGAR ONE AVIONICS INC. FOR RADIO EQUIPMENT INSTALLATION SERVICES

BR 13-016

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BACKGROUND:

The Riverside County Anti-Terrorism Approval Authority (ATTA) has recommended funding a Sheriff's Department application for funding for interoperable radio equipment for Department aircraft that will allow the Department to effectively and efficiently communicate with most other allied agencies in the region. The application was submitted in response to the Riverside County Operational Area 2011 Homeland Security Grant Program. The ATTA has allocated to the Sheriff's Department \$490,000 for the project.

On January 31, 2012 (3.14), the Board adopted resolution 2012-039 accepting the County's FY 11 Homeland Security Grant Program award in the amount of \$3,297,881 for 13 projects among 26 cities and agencies.

On February 28, 2012 (3.50), the Board directed the Auditor Controller to make budget adjustments for FY 11/12. However, the Department underestimated the length of time necessary for the procurement process. Therefore, budget adjustments are requested for FY 12/13.

PRICE REASONABLENESS:

On May 9, 2012 Purchasing released a Request for Proposal SHRAC180, mailing solicitations to six companies and advertising on the County's Internet to obtain proposals for the required interoperability radio equipment. Three bid responses received by Purchasing ranging from \$387,569 to \$521,000. The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and the Sheriff's Department and scored based on the bidder's overall responsiveness and general understanding of the RFP requirements, experience and ability, overall cost to the County, technical capability, project methodology, and clarification/exceptions or deviations. The lowest cost proposal did not meet the requirements of the RFP and was deemed non responsive.

The evaluation team recommends that the award be given to Hangar One Avionics Inc. as the lowest cost and most responsive/responsible vendor, submitting a total project cost that shall not exceed \$421,310 for equipment and services installation.

REVIEW/APPROVAL: Purchasing and County Counsel concur with this request.

Schedule A

Increase Appropriations:

10000-2500300000-546070 Equip. - Vehicle Communication \$ 421,310

Increase Estimated Revenue:

10000-2500300000-767220 Federal - Other Operating Grants \$ 421,310

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract ID # SHARC-03509-001-07/13

PERSONAL SERVICE AGREEMENT

for

Sheriff Radio Equipment Installation

between

COUNTY OF RIVERSIDE

and

HANGAR ONE AVIONICS INC.



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This Agreement, made and entered into this ____ day of July, 2012, by and between HANGAR ONE AVIONICS INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven pages at the prices stated in Exhibit B, Payment Provisions, consisting of two pages, such Exhibits being herein incorporated by this reference.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through July 2013 or until the installation services are completed, which ever date comes first. No changes will occur except by written amendment, and contingent on funding, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$421,309.50 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the

Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Avionics Service and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Sheriff's Department
Attn: Contracts and Grants Unit
4095 Lemon Street
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-03509-001-07/13 and Sheriff Project Code SH600530; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or

special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair

Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR
Hangar One Avionics Inc.
2026 Palomar Airport Road
Carlsbad, CA 92011

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. HOLD HARMLESS/INDEMNIFICATION

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.2 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

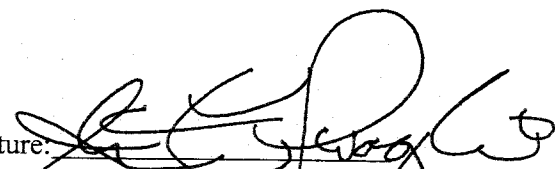
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

24. Sub-Grantee of Federal Funds

24.1 As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- B.** Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C.** Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- D.** Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

COUNTY:

Signature: 

Print Name: John Tavaglione

Title: Chairman, Board of Supervisors

Dated: JUL 31 2012

CONTRACTOR:

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

Signature: _____

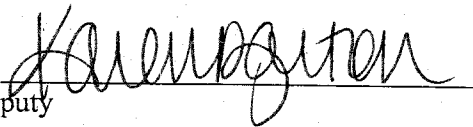
Print Name: Ken Piland

Title: Manager/Owner

Dated: _____

ATTEST:

Kecia Harper-Ihem, Clerk

By: 
Deputy

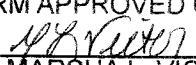
FORM APPROVED COUNTY COUNSEL
BY:  7/10/12
MARSHAL L. VICTOR DATE

Exhibit A
Scope of Service

1.1 PURPOSE/BACKGROUND

CONTRACTOR to provide complete turnkey installation of Interoperability radios and audio management equipment in the Sheriff's four (4) American Eurocopter AS350B3 series helicopters and a Cessna 182 fixed wing aircraft. Furnishing all necessary communications equipment and engineering services for the installation.

- A. CONTRACTOR to provide Helicopter Engineering and installation services of the new interoperability radio equipment as defined in this agreement.
- B. Services will be defined as:
 - 1. Furnishing, engineering, and installation of avionics, communications, and law enforcement mission critical equipment upon and within four (4) existing, previously equipped, American Eurocopter AS350B3 series helicopters and a Cessna 182 fixed wing aircraft.
 - 2. The installation will consist of communications management systems, in the AS350B3 series helicopters and a Cessna 182 with multiple mission transceivers, and custom cockpit panel layouts.
 - 3. Remove existing audio management systems, cabling and infrastructure.
 - 4. Vendor shall provide a cost for each line item requested in Tab H "Pricing" of listed equipment. Group quotations of similar equipment will not be accepted. (Example: "Avionics," with one listed price, will not be accepted). Labor shall be quoted separately and shall not be included with the quoted line item price of each individual component.
 - 5. All equipment acquired by vender shall be new, not refurbished and / or overhauled.
- C. This project is being funded by a federal Homeland Security grant. It requires that the awarded vendor secure a performance bond.
- D. CONTRACTOR to provide all noted and required services for Helicopter/Fixed wing Interoperability Communications Equipment Upgrade installations as defined here:
 - 1. The furnishing, engineering, and/or installation of avionics, communications, and law enforcement mission critical equipment upon and within four (4) existing, previously equipped, American Eurocopter Corporation AS350B3 series helicopters and a Cessna 182 fixed wing aircraft.
 - 2. The installation of communications management systems in the AS350B3 series helicopter/ Cessna 182, with multiple mission transceivers, custom cockpit panel layouts.
 - 3. Remove existing audio management systems, cabling and infrastructure.
 - 4. Services must include all shelving, installation kits, cabling, as built drawings, freight & shipping, required testing, panel modifications, Supplemental Type Certification (STC's), certificates, ancillary components required for a proper installation.
- E. CONTRACTOR will be bound by all terms and conditions outlined in this agreement, including all Exhibits herein.
- F. RSO will evaluate the Contractor's performance under this Agreement on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms and conditions in the Agreement and performance standards identified in the Statement of Work, and within this Solicitation. Contractor's deficiencies which RSO determines are severe or continuing and that may jeopardize performance of the Agreement will be documented by RSO. RSO will propose

improvement/corrective action measures to be taken by Contractor. If improvement does not occur consistent with the corrective action measures, RSO may terminate the work in whole or in part, or impose other penalties as specified in the Agreement.

- G. LIQUIDATED DAMAGES - It is agreed by the parties to the contract that time is of the essence and that the contractor shall be responsible to acknowledge and demonstrate the complete delivery of the Helicopter's and Cessna Fixed wing airplane completed within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the County, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$500.00** per calendar day, for each and every calendar day the delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

1.2 CONTRACTOR RESPONSIBILITY

- A. While Sheriff's aircraft are at the CONTRACTOR's location, RSO aircraft shall be securely hangared and accessible to the Sheriff and his representatives at all times. At no time will the RSO aircraft be stored outside.
- B. CONTRACTOR must include two-year warranty on their work performed with service agreement.
- C. Because of a rapid delivery schedule of RSO helicopters to completion, Bidder certifies that its facility and staffing level is capable of processing, in various stages of completion, up to two (2) simultaneous RSO-owned AS350B3 helicopters and a Cessna 182 fixed wing aircraft.
- D. License/Certification: CONTRACTOR shall operate a licensed repair station, located within 100 miles of the Hemet Ryan Airfield, (4850 W. Stetson, Hemet, CA), certified and approved by the Federal Aviation Administration (FAA) under Federal Aviation Regulation Part 145. CONTRACTOR shall submit copies of all FAA certificates and registrations to RSO when requested.
- E. All Equipment is furnished and installed, and/or furnished and delivered to RSO pursuant to CONTRACTOR's firm-fixed price stated is inclusive of all taxes, freight and/or shipping and/or delivery charges, warranty registration fees, and any other special fees.
- F. CONTRACTOR shall replace any and all damaged delivered items within 30 calendar days of notice from RSO, and shall assume all costs for return shipment to Bidder's address.
- G. Support Inventory is not intended for installation on RSO aircraft. Support Inventory shall be procured by the CONTRACTOR and delivered to the RSO Aviation Support Unit in Hemet, California, in a single shipment over a period not to exceed 72 hours.
- H. CONTRACTOR shall bundle and ship all items listed in their original OEM packaging, new, not later than thirty (30) calendar days after RSO has accepted Aircraft number three (3) from successful bidder.

- I. CONTRACTOR shall ensure that all the work, installation, and necessary documentation are performed and/or delivered to Federal Aviation Administration (FAA) standards maintaining the Standard Airworthiness Certificate of each aircraft.
- J. CONTRACTOR shall provide Engineering and Technical Assistance to RSO on the aircraft listed as associated with any aircraft modifications and/or Type Certification or Supplemental Type Certification requiring FAA approval, or as required for compliance with technical specifications as specified by the AEC, the FAA, and/or RSO aircraft airworthiness standards. CONTRACTOR shall also secure as part of this agreement any necessary end user training required for flight crew to effectively use equipment upon delivery.
- K. CONTRACTOR shall be financially responsible to RSO for the cost of each aircraft, and for all RSO furnished equipment delivered to the vendor, from the date the vendor takes possession of each aircraft from RSO furnished Equipment from the date the equipment is received from RSO, until such time as RSO accepts each aircraft as described.
- L. CONTRACTOR represents that it possesses unique expertise in providing the aircraft completion services specified herein, and RSO relies solely on the expertise of the selected bidder to provide those services.
- M. It is CONTRACTOR's sole responsibility and risk to ensure that changes to all Work-In-Progress are eliminated or reduced to a minimum, and that the proposed cabin configurations, engineering schema, and Equipment control placement is optimized prior to beginning work.
- N. CONTRACTOR shall format the Pre-Work and Mid-Project Work Conferences to ensure that the potential for changes to any Work-In Progress prescribed in this agreement are eliminated, or at worst, reduced to a minimum as described in 1.6 of this document.
- O. It is the CONTRACTOR's responsibility to assure that all software update/upgrades listed in the equipment list in Exhibit B Pricing Sheet are available at the time of bid/installation and will be supported by OEM upon delivery of completed aircraft. If software updates/upgrades are found not to be available/supported by OEM, or scheduled to be discontinued by OEM, CONTRACTOR shall notify RSO immediately in writing or by e-mail.
- P. CONTRACTOR understands and agrees that the delivery deadline listed within this agreement is critical to RSO operations. Time is of the essence in the rendering of all services and of goods shall occur three (3) weeks per AS350B3, and four (4) weeks for the Cessna fixed wing aircraft. RSO needs all equipment for the project received by the CONTRACTOR and billed to the COUNTY no later than October 15, 2012 to meet Grant Deadline.

1.3 COUNTY RESPONSIBILITY

- A. Any delay created by RSO's failure to provide personnel for the inspection, acceptance, and/or fly-away of the helicopter as described within this document shall not be counted against the above described completion date. RSO reserve's its right to waive any formality in the Completion Schedule requirements.

1.4 INSTALLATION SERVICES

- A. All cockpit and cabin lighting shall be NVIS compatible to Aero Dynamix Supplemental Type Certificate (STC).

- B. The contractor shall include and install all wiring, necessary displays, switches, interconnections, and miscellaneous hardware to make all systems fully functional.
- C. All wiring installed shall be ultraviolet (UV) laser marked along its entire length at a minimum of every six (6) inches to identify its function. After installation every individual installed wire shall be checked for excessive electrical resistance (ohms) and integrity.
- D. Customized wiring diagrams for each serial numbered aircraft shall be provided to the RSO upon delivery of each aircraft.
- E. Wiring diagrams shall be drafted using computer-aided design (CAD), and shall be provided to RSO in both electronic (CD or portable flash drive, and printed paper format).
- F. Particular antennas are specified for some applications and particular antennas are not specified for other applications, depending on the equipment item to be furnished and installed. CONTRACTOR shall ensure that all installed antennas meet or exceed OEM specifications for the listed Equipment, or particular application, and that each antenna is labeled as to its function.
- G. All avionics, including communications systems, police radios, cameras, and recording devices shall be free from electrical noise generated by the Nightsun, generator(s), air conditioners, and or any other source from within or from without the aircraft.
- H. The intercom system shall be wired so that it is operable with the activation of the battery switch.
- I. Each aircraft's empty center of gravity location shall be set at 138 inches aft of datum + or - ½ inch. Removal of any or random combination of modularly installed police equipment shall not displace the center of gravity out of the certified limits, or deny subsequent flight, due to the center of gravity being outside of the certified limits with any random mix of crew, passenger, and/or modularly installed police equipment. Aircraft certification shall include all possible combinations of equipment.
- J. Upon Completion of all work, the CONTRACTOR, at contractor's facility, must provide a new weight and balance for all configurations of removable equipment for each aircraft "on and off".
- K. Upon each aircraft delivery CONTRACTOR shall provide RSO with an Equipment list in addition to that required in the pilot operating handbook / aircraft flight manual, listing the name, weight, part number, and center of gravity location for each piece of Equipment installed.
- L. CONTRACTOR to furnish and install to the Sheriff equipment, engineering, technical assistance and installation support to the aircraft, all-new OEM-delivered equipment items listed in Exhibit B Pricing Sheet.
- M. Additionally, CONTRACTOR shall provide all required engineering and/or technical assistance and product support necessary for Sheriff's Department employees to perform scheduled and unscheduled maintenance inspections, repairs and/or component overhaul/replacement for the newly completed aircraft and all components installed pursuant to this agreement.

- N. CONTRACTOR shall provide the Sheriff's Department with new Equipment and components, as listed, obtained directly from the OEM or from an authorized reseller certified by the OEM. Authorized resellers must also operate an OEM-certified service center to:
- 1) Provide support to RSO.
 - 2) Facilitate repairs or replacement by the OEM. Upon request and when applicable, component manufacturers or resellers must certify to RSO that all parts sold to the County meet standards of airworthiness and safety standards as established by FAA and/or American Eurocopter/Cessna Corporation (AEC)/Cessna.
- O. CONTRACTOR shall provide Completion support to RSO through alternate resources such as Equipment OEMs and/or resellers, for all Equipment listed in *Exhibit B Pricing Sheet*. CONTRACTOR shall, as required, design, engineer, manufacture, and/or arrange approval of special parts and/or tooling needed to complete the aircraft listed in *Exhibit B Pricing Sheet*, including any aircraft modification requirement which cannot otherwise be obtained from AEC. CONTRACTOR shall obtain all modification approvals from the FAA, AEC or RSO, as applicable.
- P. Equipment Standards- when an Equipment item is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may not be used. All Equipment shall be new. All Equipment shall be properly tested and placed in its proper configuration within or upon the aircraft before any aircraft can be accepted by RSO.
- Q. CONTRACTOR's quality control supervisor or his representative shall inspect the completed work and shall determine whether the work has been done in accordance with OEM, FAA, and/or RSO specifications. All documents must be signed by the quality control supervisor/representative verifying that the installed Equipment meets all OEM specifications and standards, and that the aircraft has been returned to airworthy condition. CONTRACTOR must correct defective installation or replace defective Equipment prior to acceptance by RSO for such work. RSO reserves the right to conduct defect inspections at the CONTRACTOR's facility. All work must be done in accordance with accepted practices for Completion services, safety standards, and FAA regulations.
- R. All work shall be done in a professional manner and must be acceptable to technically qualified RSO personnel designated by RSO Air Support Unit to Accept and/or reject each aircraft on the final date of Completion. All work shall be completed within the delivery schedule noted in 1.2 CONTRACTOR Responsibility, sub-section P. RSO reserves its exclusive right to inspect all Work-In-Progress at any time during normal business hours.
- S. All work performed by the CONTRACTOR, and all Equipment provided by the CONTRACTOR, shall be guaranteed for repairs and/or replacement of parts, inclusive of all labor, for not less than 1,000 flying hours per aircraft, or 24 months, whichever occurs first, after RSO acceptance of the aircraft from the CONTRACTOR. CONTRACTOR shall perform all guarantee repairs at the RSO Air Support Unit, Hemet Ryan Hangar located at the Hemet Ryan Air Port in Hemet, CA, unless RSO and CONTRACTOR mutually agree to have the said repairs performed at the CONTRACTOR's facility. In either instance, CONTRACTOR assumes all liability for costs of shipping, travel, and/or transport. If an aircraft is grounded due to a repair item covered under this guarantee, and RSO mission demands require immediate repair and return to service, RSO shall make all necessary repairs

by the most expeditious means available. RSO will document all man-hours for said repair as well as costs for all repair parts and components. CONTRACTOR shall reimburse RSO for all such costs at County's most current available labor rates.

- T. Aircrafts Numbers One and Two scheduled for installation, shall serve as models for each of the remaining aircraft. CONTRACTOR shall make changes, as requested by RSO, to Aircrafts Numbers One and Two, whether as Work-In-Progress or final Accepted aircraft, at no additional cost to RSO.

1.5 **WARRANTY**

- A. CONTRACTOR shall procure all designated Equipment scheduled for installation on RSO aircraft "on behalf of the Riverside County Sheriff's Department" for the sole purpose of transferring any and all Equipment warranties to RSO. Prior to purchase, CONTRACTOR shall ensure and verify the transferability of each Equipment warranty to RSO. CONTRACTOR shall secure all Equipment warranty documentation on behalf of RSO.
- B. As originating purchaser, CONTRACTOR is solely responsible for registering each and every purchased Equipment item "on behalf of the Riverside County Sheriff's Department" with the OEM. Up to and including the date of acceptance by RSO, CONTRACTOR is solely responsible for exercising its rights under such warranty as purchaser, including but not limited to any return merchandise authorizations, and to secure OEM corrections to any and all delivery defects of newly delivered and/or installed Equipment prior to RSO acceptance.
- C. Upon RSO acceptance of each completed aircraft, CONTRACTOR shall materially transfer all warranty documentation to RSO, and secure documentation from the OEM verifying said transfer.
- D. Bidder will Warranty their work and all warranty work performed will be completed in a reasonable time and mutually agreed upon at the time of service between the County and awarded CONTRACTOR.

1.6 **WORK CONFERENCE**

- A. Pre-Work Conference. Upon award of a bid, CONTRACTOR shall arrange for an on-site pre-work conference for up to seven (7) RSO representatives within thirty (30) days of award at the CONTRACTOR's facility for a work scope meeting. This pre-work conference should not exceed 3 business days in duration.
- B. Mid-Project Work Conference. During the installation process of the first two (2) aircraft (date and time to be announced by RSO), CONTRACTOR shall arrange for an on-site mid-project work conference for up to six (6) RSO representatives. This mid-work conference should not exceed 2 business days in duration.
- C. Pre-Completion Inspection, Aircraft Number One. CONTRACTOR shall arrange for an on-site pre-Completion inspection for up to six (6) RSO representatives, 5-7 calendar days prior to Completion of Aircraft number one. This pre-inspection should not exceed 3 business days in duration.
- D. Subject of Work Conferences; RSO and CONTRACTOR representatives shall confer on the details of the configuration of the aircrafts, including but not limited to, panel layout, switch layout, electrical system, and other aspects of the aircraft Completion.

1.7 INTELLECTUAL PROPERTY

- A. (Supplemental Type Certificates, Other Proprietary Rights, Determination of Ownership)
1. County and CONTRACTOR shall, prior to commencing Work on any project involving the ownership of new Supplemental Type Certificates (STC), or other proprietary ownership rights (rights), in good faith, negotiate County's right to secure ownership of said certificates or rights as applicable to said work. In the event that such mutual covenant establishing County's ownership is agreed to, County and CONTRACTOR shall memorialize said covenant on each respective Work Order authorizing said Work, and shall thus be considered binding in perpetuity, and shall survive the expiration or termination of this Agreement. All said Work shall not be considered to be "work for hire" under any provision of intellectual property law. County warrants that it is authorized to enter into this modification of the intellectual property transfer and assignment provisions that no law mandates inclusion of such provisions as a condition of validity of the contract Work.

1.8 FINAL INSPECTION AND ACCEPTANCE

- A. Final Inspection and Acceptance shall be conducted at the CONTRACTOR's location prior to RSO Acceptance of each aircraft. The RSO representative shall have sole authority to determine that the work specifications have been met. Inspection shall include the verification that all equipment has been installed and that the equipment is working properly, and shall include flight testing.
- B. CONTRACTOR shall ensure that each flight test-ready aircraft is fully fueled to maximum capacity in accordance with AEC specifications. The number of flight tests and duration of each test shall be mutually agreed upon by CONTRACTOR and RSO during the pre-work conference. RSO reserves the right to modify the number of flight test and duration of each test at any time. Prior to RSO acceptance and fly-away, CONTRACTOR shall re-fuel (top-off) each aircraft to maximum fuel capacity.
- C. It is CONTRACTOR's sole responsibility, and in CONTRACTOR's and RSO's mutual best interest, to ensure that each delivered completed aircraft has been thoroughly tested and inspected for workmanship in accordance with nationally accepted aircraft completion standards, and that all equipment is functional and operating at peak performance.
- D. If a defect is found with the aircraft and/or any aspect of the installation, and the remedy for the defect will take an extended period of time as mutually determined by the CONTRACTOR and RSO, then subsequent inspections shall occur at CONTRACTOR's expense until the work specifications are met as determined solely by RSO, and until each aircraft is accepted.
- E. CONTRACTOR and RSO mutually agree that not all defects may evidence themselves at the time of flight testing or prior to RSO acceptance. All such 'hidden' defects discovered after RSO acceptance, and/or any new defects, malfunctions, or breakages resulting from CONTRACTOR's installation shall be remedied by CONTRACTOR.
- F. For each Accepted aircraft, all loose ancillary Equipment, original packaging, documentation, etc., which cannot be transported within a aircraft to its assigned duty station, shall be shipped by CONTRACTOR at CONTRACTOR's sole expense, not later than thirty (30) calendar days from RSO acceptance.

Exhibit B
Cost Sheet

	DESCRIPTION	PART #	QTY	UNIT PRICE	EXTENDED PRICE
	<u>AS350B3's Helicopters (QTY four (4))</u>				
1	Becker DVCS-6100 digital communications system with Pilot, TFO, and PAX (rear) Audio Control Units (ACU)				
	Remote Electronic Control Unit	REU 6100-3-(010)	4	\$16,507.35	\$66,029.41
	Audio Control Panels w/NVG Mod	ACU 6100-2-(1300)	12	\$6,334.41	\$76,012.94
2	Garmin Comm/Nav				
	SL-30 Comm/Nav NVG Mod	013-00105-01	4	\$6,796.88	\$27,187.53
3	Upgrade to Existing Garment GNS-530				
	Software upgrade to existing GNS-530-HTAWS Enablement-GNS400-500 series (non-TAWS)-Field Upgrade	010-00882-01	4	\$8,819.12	\$35,276.47
4	PVP-Portable Radio/Helmet Adapter				
	Radio Adapter, APX/XPR Portable, with coil cord extension and U-94A/U Headset Connection	PVXPR-U94/L	16	\$410.59	\$6,569.41
5	AeroDynamix NVG Modification to Panel/Cockpit				
	AeroDynamix NVG modification to Audio Panels, Garmin SL-30, GNS-530. NVG Paperwork Change and evaluation of existing NVG Cockpit. (Required for new equipment installation that is not listed on the current STC data package).	NVG Mod	4	\$1,750.00	\$7,000.00
	Quoted price shall include Travel Expenses for on-site evaluation by Aero Dynamix.				
	Pricing to include all necessary kits, software updates, shelving, cabling, required certifications, shipping, handling and/or freight costs				
	<u>Cessna 182 Fixed Wing</u>				
6	Headset/Panel Update				
	Bose A20 Headset with Bluetooth, Helicopter Strait cord, with battery	324843-1030	4	\$1,034.17	\$4,136.67
7	Garmen Aviation Radio/Synthetic Terrian/Communications & Navigation				

	SD Data Card - Chart view Enablement Card (Piston Aircraft)	010-00769-53	1	\$1,995.83	\$1,995.83
	Garmin G500 SVT Enablement Card (Synthetic Vision Technology)	010-00769-54	1	\$4,407.35	\$4,407.35
	G500 Integrated Flight Display, complete with LRU Kit, Install Kit, & Product Information Kit	G500	1	\$14,113.24	\$14,113.24
	PFD/MFD with Synthetic Terrain, and Charts				
	Garmin GTX330 Mode S Transponder	010-00230-01	1	\$3,525.88	\$3,525.88
	SL-30 Comm/Nav NVG Mod	013-00114-00	1	\$6,796.88	\$6,796.88
	MD200-306 Mid Continent Instruments NAV Indicator, complete with install kit, for use with GNS430 & SL30	LS03-02041		\$2,113.24	\$2,113.24
	Cooling Fan 3 port 28VDC	GNS-430 WAAS Upgrade	1	\$199.94	\$199.94
	Software upgrade to existing Garmin GNS-430 to WAAS	GNS-430 WAAS Upgrade	1	\$2,819.12	\$2,819.12
8	Becker DVCS-6100 digital communications system with Pilot and TFO audio control units (ACU) Rear Positions Intercomm only.				
	Remote Electronic Control Unit	REU 6100-3-(010)	1	\$16,507.35	\$16,507.35
	Audio Control Panels w/NVG Mod	ACU 6100-2-(1300)	2	\$6,334.41	\$12,668.82
9	PVP-Portable Radio/Helmet Adapter				
	Radio Adapter, APX/XPR Portable, with coil cord extension and U-94A/U Headset Connection	PVXPR-U94/L	4	\$410.59	\$1,642.35
10	Engine Data Management System				
	JPI EDM-930 Engine Data Management System	EDM-930	1	\$7,307.06	\$7,307.06
	Quoted price shall include Travel Expenses for on-site evaluation by Aero Dynamix.				
	Pricing to include all necessary kits, software updates, software programming, shelving, batteries, wiring/cabling, dongles, required certifications, shipping, handling and/or freight costs				
11	Labor Costs for all installation Services			\$125,000.00	\$125,000.00
12	TOTAL COST TO COUNTY				\$421,309.50

Payment Schedule:

Invoice 1 in the amount of \$210,654.75

Invoice 2 in the amount of \$168,523.80

Hold back of 10% of the total cost, final invoice due upon successful completion of the installation services; Invoice 3 in the amount of \$ 42,130.95