PURCHASE AGREEMENT

HELICOPTER ACQUISITION

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE

AND

BELL TEXTRON INC.

AGREEMENT NO. 2310-09052

PURCHASE ORDER NO.70000318181

NON-FEDERALLY FUNDED CONTRACT

PURCHASE AGREEMENT

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Exhibit 8 End-Use and End-User Statement
Exhibit 9 Board Authorization
Exhibit 10 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11 Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Bell Textron Inc. (Bell), a Delaware corporation, having its principal place of business in Fort Worth, Tarrant County, Texas, U.S.A, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on July 25, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "9".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Helicopter Acquisition. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary equipment and services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Agreement**" means this Purchase Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Aircraft" or "Equipment**" shall mean one (01) Bell model 429 helicopter and related supplies and services in the quantities and the agreed unit and total prices, as set forth in Exhibit 2.

"**Contractor**" means Bell Textron Inc. (Bell) Any references to the Bidder or Proposer in the Agreement Documents is understood to apply to the Contractor.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the equipment and services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

"Force Majeure" shall 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, terrorism, cyber-attacks, acts of God, inability to obtain qualified parts or materials due to circumstances beyond Contractor's control, or other circumstances beyond Contractor's control that directly result from the above listed events.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work
Exhibit 2	Detailed Configuration/Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Warranty

Exhibit 6	Certificate of Acceptance
Exhibit 7	Bill of Sale
Exhibit 8	End-Use and End-User Statement
Exhibit 9	Board Authorization
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Purchase Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work
Exhibit 2	Detailed Configuration/Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Warranty
Exhibit 6	Certificate of Acceptance
Exhibit 7	Bill of Sale
Exhibit 8	End-Use and End-User Statement
Exhibit 9	Board Authorization
Exhibit 10	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 11	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR AND COUNTY

a) Scope of Services

Contractor agrees to sell and County agrees to purchase the new Bell 429 model aircraft (hereinafter "Aircraft") and related supplies and services in the quantities and at the agreed unit and total prices, as set forth on Exhibit 2 and any mutually agreed Amendment(s) entered into in accordance with Article 10 c) of this Agreement. The Contractor shall configure and deliver the Aircraft to the County specified detailed configuration set forth in sub-Articles 1.a through 1.c. and Exhibit 2 (hereinafter "County Configuration"). The Aircraft and all products must conform to the requirements of the Agreement and industry best practices with respect to quality of material and workmanship.

a. **Detailed Configuration**. Exhibit 2 defines the County specified accessory kits and customizing equipment. Exhibit 2 with County's 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 Ready for Inspection Date.

b. **Late Configuration**. If the County does not provide a Detailed Configuration within the

time limits set forth, it shall be deemed to be late (hereinafter "Late Configuration') and the Contractor may at its sole reasonable discretion change the Ready for Inspection Date.

c. **Configuration Changes**. Any County requested changes to the Detailed Configuration of the Aircraft will be agreed to by the Contractor and County in a written amendment to this Agreement entered into in accordance with Article 10 c) and may result in an adjustment to the Exhibit **2**, Ready for Inspection Date, and the Payment Amounts.

d. **Production Configuration**. The basic Aircraft will be manufactured to an airworthy configuration in accordance with Contractor's production configuration at the time of manufacture for the selected Aircraft model (hereinafter "Production Configuration"). Contractor unilaterally reserves the right, at no additional cost to the County, to revise the Production Configuration to conform to any civil aviation authority regulations or, the Contractor's current manufacturing, design, or engineering requirements. Contractor will notify County as soon as practicable if manufacturing changes will affect the Inspection Month. County agrees that Contractor accepts no liability to County as a result of any delays necessary due to changes in the Production Configuration provided that, if the change is to conform with Contractor's current manufacturing, design, or engineering requirements, they do not delay the Inspection Month by more than ninety (90) days. Any increase to the Purchase Price or change to the Inspection Month as a result of a Production Configuration change must be agreed to by Contractor and County in a written amendment to this Agreement in accordance with Article 10 c). The Production Configuration is distinct from the Purchaser specific Detailed Configuration referenced in Exhibit **2**.

b) Deliverables

i. The Contractor shall present the Aircraft for inspection to the County in an airworthy condition in the Exhibit 2 Detailed Configuration no later than **(June 2025)** (hereinafter "Inspection Month").

a. **Ready for Inspection Notice & Inspection Event.** Contractor will provide written notice to the County at least thirty (30) calendar days prior to the date the Equipment will be available 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. No later than twenty (20) calendar days after the Ready for Inspection Date, the County will have the right to inspect the Equipment to be provided by Contractor under this Contract at (**450 Industrial Park Road Piney Flats, TN 37686 USA**). The County will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with the configuration described in Exhibit 2 and to inspect and flight test the Equipment at Contractor's facility.

i. If defects or omissions are discovered in the inspection, the County will specify to the Contractor in writing any deficiencies with the Equipment. The County will provide the Contractor thirty (30) days, or more if necessary, upon mutual consent of the parties, which shall not be unreasonably withheld, in which to

make corrections, at Contractor's expense, including travel, and lodging expenses incurred by the County. After the Contractor has cured the defects or omissions, Contractor must provide the County with written notice and County will be entitled to perform an inspection of the aircraft in accordance with Article 3) d) a). Contractor must reimburse the County's additional inspection and acceptance review expenses incurred as a result of the defect or omission. In the event the Contractor is unable to cure the deficiency identified during the inspection within the cure period, the County may exercise any or all of the following remedies, in addition to any other remedies specified in this Agreement:

1. Refuse acceptance of any/all units.

2. Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Agreement has expired.

ii. Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the County. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within thirty (30) business days, or more if necessary, upon mutual consent of the parties, which shall not be unreasonably withheld.

iii. Failure to correct or replace unacceptable goods or repeated delivery of unacceptable goods will be an event of default under this Agreement.

County may elect to waive inspection and accept the Aircraft as described in "b" below.

b. **Acceptance.** Upon Contractor curing all instances of non-compliance, the County shall accept the Aircraft (hereinafter "Acceptance Date") through the execution of a Certificate of Acceptance or a Certificate of Acceptance with Waiver of Inspection (collectively "Acceptance Document"), attached as Exhibit 6. The County's execution of the Acceptance Document shall constitute acceptance of the Aircraft. The date of execution by the County of the Acceptance Document shall be the acceptance date (hereinafter "Acceptance Date"). If the County fails to inspect and accept the Aircraft no later than twenty (20) calendar days after the Ready for Inspection Date, for reasons not attributable to the Contractor, Contractor shall at its sole discretion, have the right to terminate this Agreement and may assess inventory carrying and maintenance costs as set forth in paragraph (d).

c. **Delivery.** Contractor shall deliver the Aircraft EXW (EX Works - INCOTERMS 2020) at Contractor's designated facility located at **450 Industrial Park Road, Piney Flats, Tennessee 37686**, (hereinafter "Delivery Location"). Any change to the Delivery Location or shipping terms may impact the total Purchase Price and must be agreed to by the Contractor and County in a written amendment to this

Agreement in accordance with Article 10 c).

d. **Storage Fees and Maintenance Costs.** If the Aircraft is compliant with the terms of this Agreement, County shall remove the Aircraft from Contractor's premises within twenty (20) calendar days after the Acceptance Date. If the County fails to remove the Aircraft from the Contractor's premises on or before the twentieth (20^{th}) calendar day, Contractor 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 (20^{th}) calendar day (ii) assess any additional commercially reasonable and documented costs incurred by Contractor to perform scheduled maintenance on the Aircraft or (iii) assess any other commercially reasonable and documented costs incurred by Contractor while the Aircraft is under Contractor's care and control. Such fees shall not, in the aggregate, exceed fifteen thousand dollars ($15,000.00). Contractor shall provide County with documentation supporting any requested fees.

ii. **Risk of Loss and Transfer of Tittle.** Title of the Aircraft shall transfer directly from Contractor to County free and clear of any and all liens, privileges, encumbrances, charges and rights of others upon execution of an Aircraft Bill of Sale, attached as Exhibit 7, by the Contractor. Risk of loss of the Aircraft shall transfer from the Contractor to the County concurrent with title transfer. The Contractor shall provide the County with an executed Aircraft Bill of Sale upon the receipt of all monies owed for the Aircraft under this Agreement.

iii. **Certification and Registration.** The Contractor shall provide the County with a Certificate of Airworthiness or an Export Certificate of Airworthiness for each Aircraft purchased under this Agreement. County 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.

iv. **Training.** Training provided by Contractor as specified in Exhibit 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 Bell Training Academy 9601 Trinity Blvd. Hurst, TX 76053Pilot training shall be conducted on a Contractor trainer aircraft except for the model 412 and 525 which will be conducted either on the County's aircraft or Contractor's training devices. Contractor is not responsible for any travel, lodging, and meals for the County's training candidates to attend training at a Contractor's facility. County agrees to comply with the Contractor's cancellation/change policy as set forth below. Provided County enrolls its designated candidates for training in a timely manner, Contractor must offer training to the County's designated candidates within the specified timeframe.

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.

v. **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 Exhibit 5. All warranties in this Agreement shall survive inspection, acceptance, expiration, or termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the County under the law and/or this Agreement.

vi. **Outside Completion Support**. County acknowledges and agrees that Contractor has no responsibility for providing any documentation or Contractor data to County or County'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 the County and its designated customizing vendor.

c) Standard of Performance

Contractor must perform all Training services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the services to be provided under this Agreement. Contractor acknowledges that **it may** be entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees apply a standard of care at least as protective as the care employed by Contractor to manage its own confidential information.

Contractor must assure that all Training services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor remains responsible for the professional and technical accuracy of all Training services furnished, whether by Contractor or its Subcontractor or others on its behalf.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Training services required to be re-performed as a direct or indirect result of that failure. To the extent the County or County's representatives cause Contractor's inability to comply with the foregoing standards, Contractor will not have the obligation to perform again, at its own expense, the Training services. Any review, approval, acceptance or payment for any of the Training services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Training services. This provision in no way limits the County's rights against Contractor either under this

Agreement, at law or in equity.

d) Personnel

i. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, qualified and assigned to perform the services.

ii. Intentionally Omitted

iii. Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing services under this Agreement in accordance with the local, state, and federal laws applicable to employees of the Contractor and Subcontractor.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Contractor must provide and maintain at Contractor's own expense, until Agreement completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement. The Certificate of Insurance shall contain the following:

1.1 Insurance Required

1.2 Bell will evidence the following coverage in support of this purchase sale agreement.

1.2.1 Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverage/follow form as the underlying policy/policies.

1.2.2 Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Employers Liability coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the County.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 1.2.1,1.2.2,1.2.3 and 1.2.4 herein.

1.2.3 Aviation Liability

When any aircraft equipment is used in connection with any services performed hereunder, Contractor must provide Aviation Liability Insurance with limits of not less than $10,000,000 per occurrence, for bodily injury and property damage.

1.2.4 Property/ Aviation Hull

The Contractor is responsible for all loss or damage to helicopter until acceptance and pick up by or delivery to Cook County/Cook County Sheriff's Office.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, used, leased, or rented to Contractor.

1.2.5 Commercial General Liability

Commercial General Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily

injury, and personal & advertising injury with limits no less than $2,000,000 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.

1.3 Additional Requirements

Evidence of Insurance. Contractor must furnish the Cook County government/Cook County Sheriff's Office original certificates of insurance and/or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The failure of the County to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the County of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The County in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the County retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide sixty (60) days prior written notice to the County in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the County under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. Contractor's insurance must be primary and not contributory with any insurance carrier by the County.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by County. Any insurance or self-insurance programs maintained by the County do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the County.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance as in outlined in broad as in outlined in Section 1.1, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section 1.1, Insurance Required. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section 1.3, Additional Requirements. When requested by the County, Contractor must provide to the County certificates of insurance or other evidence of insurance. The County reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

County's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the County, Department of Finance, Risk Management Office in written mutual agreement with the Contractor maintains the right to reasonably modify, delete, alter or change these requirements.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its

commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered from or attributable to any third-party claims arising out of or incident to the performance or nonperformance of the Agreement by the Contractor, or the acts or omissions or willful misconduct of the officers, agents, employees, Contractors, subcontractors, licensees or invitees of the Contractor related to the performance of the Agreement. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as herein above provided. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify, keep and hold harmless the Indemnified Parties to the extent any claims arise out of the Indemnified Parties' own negligence or willful misconduct. .

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, during the term of this Agreement or at any time thereafter, except solely as required in the course of Contractor's performance hereunder and unless prior written approval has been obtained from County. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

i) Patents, Copyrights, and License

To the extent any parts or components are made by Contractor, Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Agreement; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

j) Examination of Records and Audits

Contractor and the County agree that the Cook County Auditor, or any of its duly authorized representatives (if the auditor is a third party, County shall obtain the consent of Contractor to use the third party auditor, which shall not be unreasonably withheld), shall have, with thirty (30) calendar days' notice, until expiration of three (3) years after the final payment under the Agreement, reasonable and necessary access to examine books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Agreement, or to Contractor's compliance with any term, condition or provision thereof. Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

If applicable, Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor, or any of its duly authorized representatives (if the auditor is a third party, County shall obtain the consent of Contractor to use the third party auditor, which shall not be unreasonably withheld) , shall have, with thirty (30) calendar days' notice, until expiration of three (3) years after final payment under the subcontract, reasonable and necessary access to examine books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Agreement.

If applicable, in the event the Contractor receives payment under the Agreement, reimbursement for which is later proven to be incorrect by the County, Contractor shall refund the incorrect amount to the County upon written request within a reasonable amount of time, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer and Contractor, which approval shall not be unreasonably withheld. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Agreement. The Contractor shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

If applicable, prior to the commencement of the Agreement the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Agreement by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall

have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Agreement. Contractor shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. If applicable, copies of subcontracts related to the performance of this Agreement shall be provided to the Chief Procurement Officer upon request.

If applicable, Contractor must disclose the name and business address of each Subcontractor, lobbyist, consultant and any other person or entity whom Contractor has retained or expects to retain in connection with the Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. Contractor is not required to disclose employees who are paid or estimated to be paid. Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If Contractor is uncertain whether a disclosure is required under this Section, Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Intentionally Omitted

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **August 1, 2024** ("**Effective Date**") **and continue until July 31, 2028**, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by

Contractor by reason of delays or hindrances in the performance of the services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for zero (0) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. If applicable, all invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoices. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new changes shall not include "past due" amounts, if any, which amounts must be set forth in a separate invoice. Except as set forth in Article 3 d) i) c) and 3 d) iv), Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the equipment and services set forth in the Agreement to the Using Agency, or that it has properly provided the coupon codes for the service or performed the services set forth in the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to

the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or, it has provided to the County pursuant to its agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods, or services in accordance with the Agreement and provided the Contractor with all of the documents and information required of the Contractor. County acknowledges that Contractor has represented that it does not have any Subcontractors as of the date of execution of this Agreement. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Agreement, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

i. **Acceptable Methods of Payment.** All payments under this Agreement shall be made in United States Dollars (USD) by ACH transfer, with any ACH transfer fees charged by County's bank paid for by County, or check drawn from County's account. All payments shall be made from an account held in the name of the County and from a banking institution located in the same country as the County is located as identified in this Agreement. Any deviations from the described payment process will require additional review by Contractor.

ii. **Payment by Check Instructions**. Check payments shall be remitted as follows:

Bell Textron Inc.
C/O JP Morgan Chase Lockbox Processing
Lockbox #915151
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

iii. **ACH Transfer Instructions.** ACH payments shall be sent to Contractor's account as identified in the County's ACH vendor enrollment form completed by the Contractor.

iv. **Financing.** County shall notify Contractor at least thirty (30) calendar days prior to the first calendar day of the Ready for Inspection Date, if County intends to finance the Aircraft (hereinafter "Notification Date"). If County is unable to obtain approved financing within sixty (60) calendar days after the Notification Date, Contractor reserves the right to terminate this Agreement.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for equipment or services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Intentionally Omitted

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Agreement, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be the final and binding decision of the County. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity., with the exception of any collections matter regarding the County’s failure to make required payment for the Aircraft, within the timeframe required by this Agreement, for the Aircraft where the Aircraft is in compliance with the requirements of this Agreement, but shall in no way restrict either Party from subsequently seeking other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no

decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

i) Warrants that Contractor is appropriately registered with the State of Illinois and certified or licensed by any required regulatory, legislative or other authorized bodies including, but not limited to, the FAA to perform the services required under this Agreement and will perform no services for which a professional license is required by law and for which Contractor is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its services under this Agreement;

iv) warrants that Contractor and its Subcontractors are not in default at the time this

Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Compliance with Laws / Export Regulations and Ethics

i) In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(3) The Contractor and County acknowledge that the execution and performance of this Agreement, including any payments made hereunder, are governed by applicable rules and regulations governing the transfer of money and related anti-money launder legislation. As such, County agrees to cooperate with Contractor and provide additional information as required by Contractor pursuant to Contractor's legal compliance obligations. Contractor may request County to provide information including, but not limited to, sources of funds and entities associated with monies paid in the execution of this Agreement. County acknowledges that failure to meet these compliance requirements or the failure of County to cooperate with Contractor in these efforts may result in delays or termination of this Agreement at the sole reasonable discretion of Contractor.

(4) The Contractor and County 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.

(5) Government Authorization. County agrees to cooperate fully with Contractor to obtain any government authorizations that may be required for the products, services and/or information provided pursuant to this Agreement. Contractor shall be entitled to terminate this Agreement if unable to secure such authorizations and Contractor shall be excused from the obligation to deliver the Aircraft. Except where caused by a party's failure to cooperate, neither party shall be liable to the other for any loss, cost or expense arising from such termination or non-delivery (including any actual, consequential or other damages of any kind whatsoever).

(6) End-Use/User Confirmation. County shall submit a completed Exhibit 8, 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, County 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. County shall submit updated End-Use Forms should such information change prior to final delivery. County 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 reasonable discretion of Contractor.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any, presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its services under this Agreement.

iii) Contractor agrees at the onset of this Agreement to perform a commercially reasonable review of its client list and inform the County of any actual conflict within (7) business days of discovery. If Contractor becomes aware of an actual conflict, it must immediately stop the work causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Contractor assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contractor Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contractor may, however, assist the County in reviewing the proposals or bids for the project if none of the Contractor has a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any responsibilities on this Agreement or have access to any confidential information, as defined in Section 3.h of this Agreement.

vi) Intentionally Omitted.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by either party.

ii) Contractor's material failure in the absence of Force Majeure as defined in this Agreement to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the services with sufficient personnel and equipment or with sufficient material to ensure the performance of the services;

(b) Failure to perform the services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the services for reasons within Contractor's reasonable control; and

(e) Failure to comply with any other material terms of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Contractor of five percent or more without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Intentionally Omitted.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

vii) The County's failure to meet its payment obligations under this Agreement.

b) Remedies

The occurrence of any event of default by the Contractor permits the County, at the County's sole but reasonable option, to declare Contractor in default. Except where the Chief Procurement Officer has reasonably and in good faith determined that the default is not curable or in instances of repeated Contractor default, the Chief Procurement Officer shall give Contractor an opportunity to cure the default within a reasonable period of time, which period of time will not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. For the avoidance of doubt, this paragraph does not waive any good faith claims, defenses, or rights Contractor may bring in judicial proceedings.

The Chief Procurement Officer will give Contractor written notice of the default either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue its performance under this Agreement, unless otherwise directed in the notice. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) Intentionally Omitted.

ii) The right to terminate this Agreement effective at a time specified by the County;

iii) In the event that Contractor fails to meet the delivery deadlines for the Aircraft, the County shall be entitled to recover $200 per day, up to an amount of $10,000 (this limit shall not apply to Contractor fraud, gross negligence, or willful or intentional misconduct).

iv) In the event that Contractor is in default for a reason other than late delivery, the County has the right to seek money damages, up to an amount of $20,000 (this limit shall not apply to death or bodily injury, damage to physical property, Contractor fraud, gross negligence, or willful or intentional misconduct).

v) The right to withhold all or any part of Contractor's compensation under this Agreement;

vi) The right to consider Consultant non responsible in future contract to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may

elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to perform its obligations under this Agreement despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, Contractor must immediately stop performing its obligations under this Agreement.

The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all duties satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Intentionally Omitted.

e) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Agreement.

f) Prepaid Fees

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen
(14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the procurement;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor and County acknowledge that they have been given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor and County did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor and County relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Agreement Amendments

The parties may during the term of the Agreement make amendments to the Agreement but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Agreement by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Agreement beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Agreement. Any amendments to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10. c. Agreement Amendments, no Using Agency or employee thereof has authority to make any amendment to this Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois, with the exception of Warranty. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts

within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement. Notwithstanding the foregoing, the New Aircraft Warranty and all issues arising under the Warranty shall be interpreted and governed by the Choice of Law and Jurisdiction clause contained in the Warranty.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor will reasonably cooperate with the County while performing its obligations under this Agreement.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor’s performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performance required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase Aircraft and related supplies and services under the same terms and conditions, but not the same pricing, contained in this Agreement (i.e., comparable government procurement). Each entity wishing to reference this Agreement must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and delivered directly to the entity requiring Aircraft and related supplies and services. The County shall not be held responsible for any orders placed, deliveries made or payment for the Aircraft and related supplies and services ordered by these entities. Each entity reserves the right to determine

the amount of Aircraft and related supplies and services it wishes to purchase under this Agreement.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation, except for payment obligations for deliverables and services actually and satisfactorily performed, under this Agreement if such failure is caused by an act of Force Majeure beyond such party's reasonable control and which is not caused by such party's fault, negligence, or failure to reasonably mitigate. The party subject to a Force Majeure event must give notice as soon as reasonably practicable. Such notice shall include the date, extent, and cause of such Force Majeure event and must include sufficient evidence and/or documentation to support the claim of Force Majeure.

m) Intentionally Omitted.

ARTICLE 11) NOTICES

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, commercial carrier service (FedEx or UPS). The ready for inspection and inspection event notices may be sent via electronic means to nicholas.scouffas@ccsheriff.org, with copy to roe.conn@ccsheriff.org, Christopher.escalante@ccsheriff.org, eliza.bikvan@ccsheriff.org, and douglas.maclean2@ccsheriff.org . Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff's Office
3026 South California Avenue
Chicago, Illinois 60608
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Contractor: Bell Textron Inc.
3255 Bell Flight Boulevard
Fort Worth, Texas 76118
Attention: Matt Wiese and Mario Gallardo

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Exhibit 1

Statement of Work

Exhibit 1: Statement of Work

1.1 Scope of Services

Under this contract the Contractor shall provide the County with a Bell helicopter as further described below. The term aircraft and helicopter shall be utilized interchangeably throughout the statement of work to describe the Bell helicopter being purchased under this contract. The Bell helicopter must meet the specifications contained in this contract and shall be delivered to the County in June 2025.

1.2 Meetings and Inspection

After execution of the Contract and no later than 180 calendar days prior to the ready for inspection date a meeting must be held between Contractor and County prior to aircraft orders being finalized. This meeting will be scheduled via phone or email and must be attended by the Contractor's technical representatives to discuss aircraft final configuration. Contractor representatives must have full authority to provide binding decisions on the Contractor's behalf.

A final inspection meeting may be held at the facility of the aircraft's manufacture During the aircraft's construction. A minimum of two (2) County representatives will attend inspection by County or designee of the helicopter purchased under this contract. The inspection will take place at the Bell facility located in Piney Flats, Tennessee.

1.3 Approval Renderings

Interior and exterior renderings for approval with all details must be furnished after the contract execution and no later than December 1, 2024.

1.4 Quality Control

The Contractor must utilize industry-recognized standards and procedures to assure that satisfactory levels of quality control are maintained in all stages of the manufacturing, assembly, and installation processes. County employees or agents acting on behalf of the County, accompanied by County personnel, will have access to Contractor facilities in order to ensure that proper quality control standards are being met. County shall give Contractor seventy-two (72) hour advanced notice in order to ensure access to Contractor's facilities is granted.

1.5 Manuals, Certificates, Applications, Etc.

A copy of all maintenance and related manuals provided to the County must be an English. One manual set on paperback, USB, or equivalent online resource subscription and software must be provided with the helicopter purchased. Each manual set must include complete operational maintenance information on all aspects of the unit and all other major components. Manuals related to non-Bell components will be obtained directly from the component manufacturer and/or vendor.

1.6 Training

Bell will provide complementary training at the Bell training academy in Fort Worth, Texas, with the purchase of the Bell 429 helicopter. All costs associated with the training, other than the training itself including but not limited to airfare, lodging, transportation, meals, visas and medical expenses will be funded by the County. All pilot and maintenance training will be conducted in English, at a minimum. In the event that a County-designated candidate does not achieve required proficiency in a course, the candidate will receive a certificate of attendance rather than a certificate of completion.

Pilot training will be conducted to FAA standards requiring pilot candidates to be fluent in reading, writing, understanding and speaking the English language. Pilot ground instruction and flight training will not include the use of the language interpreter. All training is to be conducted in the English language.

All incoming maintenance candidates will have and A&P, FCC license or military training equivalent prior to arrival at the Bell Training Academy.

All training manuals will be provided in the English language.

Training will consist of the following:

- Two (2) Bell 429 pilot ground and flight procedures course
- One (1) Bell 429 field maintenance course
- One (1) Bell 429 electrical maintenance course

Contractor may provide additional training courses, at additional cost to the County, if needed.

1.7 Warranty

Contractor warrants to follow the warranty attached to this agreement as Exhibit 5 which includes a warranty that the new helicopter be free from defect and material or workmanship under normal use and service for 1000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopter which are covered by this new helicopter warranty will be warranted for the balance of the original aircraft warranty. To the extent the warranty on the parts is longer than the warranty for the aircraft, the warranty on the part shall apply. Contractor assigns each Contractor's warranty to purchaser to the extent such Contractors warranty exists and is assignable.

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 Contractors approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Exhibit 2

Detailed Configuration/Schedule of Compensation

Contract Not to Exceed: $11,304,349.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

Cook County Sheriff's Office
Bell 429 Configuration

PRICING

Product Name	Quantity	Unit Net Price	Net Price
Basic Aircraft			
Bell 2024 Serial Number 429 Basic Aircraft	1	$7,425,000.00	$7,425,000.00
Standard Factory Installed Kits			
Air Conditioner Drive Quill	1	$0.00	$0.00
Air Conditioner Provisions (Air Comm)	1	$0.00	$0.00
Electrical Provisions Kit (Required For Cat. A Operations)	1	$0.00	$0.00
Emergency Locator Transmitter (ELT) - C406-NHM (Artex)	1	$0.00	$0.00
Inlet Barrier Filter Electrical Provisions	1	$0.00	$0.00
Rotor Brake Provisions	1	$0.00	$0.00
Wire Strike Protection System (Lower Provisions)	1	$0.00	$0.00
Wire Strike Protection System (Upper Provisions)	1	$0.00	$0.00
First Aid Kit	1	$0.00	$0.00
Hand Held Fire Extinguisher	1	$0.00	$0.00
NAV/COM/GPS - GTN-750/650 (Garmin)	1	$0.00	$0.00
2025 Kits & Customizing			
Dual Pilot Control			
Dual Pilot Controls Provisions (Required for Dual Pilot Operation)	1	$23,400.00	$23,400.00
Dual Pilot Controls Equipment (Required For Dual Pilot Operation)	1	$29,900.00	$29,900.00
Dual 200 Amp Starter Generator (Required For Cat. A Operations)	1	$29,900.00	$29,900.00
Increased Capacity Battery (44 Ah) (Cat. A Compliant)	1	$6,400.00	$6,400.00
Articulated Landing Light (Required For Cat. A Operations)	1	$37,900.00	$37,900.00
Rotor Brake Equipment	1	$30,300.00	$30,300.00
Inlet Barrier Filter	1	$52,200.00	$52,200.00
Gross Weight Towing Kit (AA) (Loose)	1	$900.00	$900.00
Seats - Passenger Standard 6 Place - 18.5" Seats With 4 Point Restraint System - Quick Release Disconnects & ICS Fixed Provisions (CLUB OR AIRLINE SEATING)	1	$0.00	$0.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

Product Name	Quantity	Unit Net Price	Net Price
Interior Trim - Standard	1	$0.00	$0.00
Floor mats and protectors for pilot and passenger areas			
Floor Protectors - Crew LH & RH (AA)	1	$2,700.00	$2,700.00
Floor Protectors - Cabin Club Seating (AA)	1	$1,400.00	$1,400.00
Hoist			
Rescue Hoist Provisions	1	$119,900.00	$119,900.00
Rescue Hoist Equipment - Goodrich 600 lb. Capacity	1	$442,700.00	$442,700.00
Headliner - Standard -w- LED Lights & Adjustable AC Vents	1	$12,600.00	$12,600.00
Automatic Door Openers			
Door Openers - Automatic - for Crew (2 Door Kit) (AA)	1	$6,200.00	$6,200.00
Door Openers - Automatic - for Hinged Passenger Doors (2 Door Kit) (AA)	1	$5,100.00	$5,100.00
Air Conditioner -w- Single Evaporator and Manual Controls (Air Comm)	1	$78,200.00	$78,200.00
Bleed Air Heater Provisions (Air Comm)	1	$13,500.00	$13,500.00
Bleed Air Heater Equipment (Air Comm)	1	$39,700.00	$39,700.00
Pulse Light			
Forward Flashing Light	1	$6,600.00	$6,600.00
Forward Flashing Light automatic engagement when traffic is detected by the TAS605A (maintain manual forward flashing light on / off)	1	$3,605.00	$3,605.00
Red and Blue Police Lights & PA			
Red and Blue Police Lights	1	$21,151.00	$21,151.00
Loud Hailer (PowerSonix) - 600W PSAIR22A including Technisonic A790 control panel, PSAMP600 amplifier, PS-SPK-300 dual horn array, and custom mount	1	$79,690.00	$79,690.00
Intercommunication System			
ICS: U-174 headset jacks in cockpit pedestal and MS3476W12-10P connectors with M85049/49/52-1-12W strain relief in cockpit overhead, 6-place aft cabin located in overhead including all 6x with MS3476W12-10P connectors with M85049/49/52-1-12W strain relief and 2 of which with transmit capability (Aft RHS & Aft LHS). Headsets and drop cords not included.	1	$20,719.00	$20,719.00
Nexus P/N TJSS-104 series drop cords, 3 foot coiled length (qty 8) (Alpine Aerotech) (supplied loose)	1	$6,922.00	$6,922.00
4th Axis Autopilot	1	$62,300.00	$62,300.00
Radar Altimeter (Honeywell KRA 405B) (Required)	1	$36,000.00	$36,000.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

Product Name	Quantity	Unit Net Price	Net Price
AeroDynamix NVG STC (does not include Covert IR Formation Lighting System or IR Articulated Landing Light Modification)	1	$191,200.00	$191,200.00
5VDC Dual USB Charging Port - Pilot (Incl. modification to Pilot Map Holder for charging an iPad/Tablet)	1	$7,700.00	$7,700.00
Traffic Avoidance System - SkyTrax 605A (Avidyne)	1	$61,900.00	$61,900.00
Marker Beacon - Remote Mounted (PS Engineering) Displayed on Factory EFIS	1	$22,800.00	$22,800.00
ICS: 6-place aft cabin located in overhead side by side with MS connectors (ref 1.3.23), including 2x TJT-120 6-pin connectors with transmit capability (Aft RHS & Aft LHS) and 4x U-174 headset jacks. Headsets and drop cords not included.	1	$20,719.00	$20,719.00
Cabin ICS Drop Cords AAL-280-011-001 (Qty 2) (Alpine Aerotech) (Loose)	1	$1,557.00	$1,557.00
Eagle Avionics P139 Digital Audio System - 2x G13116 audio control panels mounted in center console for pilot and co-pilot, 1x additional G13116 audio control panel in the cabin overhead mounted over doors on the LHS, G13000 digital audio router	1	$104,053.00	$104,053.00
Technisonic TDFM 9000 Series Radio. ROM Pricing Subject to Change Dependent Upon Customer Providing Technisonic Project Number.	1	$183,343.00	$183,343.00
15" Macro-Blue MB15W Landscape NVIS Touchscreen Monitor - mounted on co-pilot side of instrument panel, including glareshield modification	1	$52,400.00	$52,400.00
SHOTOVER ARS-750C Augmented Reality System - augmented reality mapping system and mission management system with ARS-KB-H rugged NVG handheld keyboard and SW-LTE-70 4G wifi router	1	$236,900.00	$236,900.00
L3 Wescam MX-10 displayed on co-pilot mission monitor and MB18W, w/ hand controller, Low Light Imager, Auto Video Tracker, MX Geo, Metadata, Image Blending, Meeker nose mount, dovetail	1	$681,188.00	$681,188.00
TrakkaBeam TLX Searchlight with IR (filter disabled for certification & delivery) including slaving to EO/IR (if equipped), hand grip controller, pedestal control panel, PCIU, Meeker tailboom mount, and internal and external wiring	1	$246,471.00	$246,471.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

Product Name	Quantity	Unit Net Price	Net Price
Parapublic Pedestal Extension including mounting brackets and disconnects for searchlight and EO/IR sensor hand controllers	1	$22,641.00	$22,641.00
Avionics Bay Cooling Fan (Installed on Heavily Customized Aircraft)	1	$47,300.00	$47,300.00
Vislink AeroLink Transmission System including COFDM HD transmit unit, mounting tray and omni antenna, fully controlled by SHOTOVER mapping system (bands available: 1.7-2.2 GHz / 2.0-2.4 GHz / 4.4-5.0 GHz / 6.425-6.540 GHz)	1	$139,242.00	$139,242.00
TFO Operator Station (AA) located in the Cabin (to include keyboard Tray, Map Holder with iPad charging modification, dual USB 5VDC Charging Port, Mounting Brackets for EO/IR Sensor and Searchlight Hand Controller, cup holder and storage pocket)	1	$120,800.00	$120,800.00
TFO Operator Station Provisions (to include internal wiring and quick disconnects in the cabin floor to install the Operator Station)	1	$26,439.00	$26,439.00
18" Macro-Blue MB18W Landscape NVIS Touchscreen Monitor - mounted in TFO operator station	1	$56,400.00	$56,400.00
Mission Equipment Master Switch	1	$23,600.00	$23,600.00
Fuel Vent Relocation	1	$8,804.00	$8,804.00
Wire Strike Protection System	1	$48,900.00	$48,900.00
Compressor Wash Kit	1	$15,000.00	$15,000.00
NAV/COM/GPS - GTN-750 HTAWS Upgrade	1	$19,600.00	$19,600.00
NAV/COM/GPS - GTN-750 ChartView Upgrade	1	$4,300.00	$4,300.00
Hard Point Ceiling Spotter (300 lb Capacity) (AA)	1	$4,800.00	$4,800.00
Hard Point Rappelling Fixture Dual RHS (300 lb Capacity per fixture) (AA)	1	$15,200.00	$15,200.00
Hard Point Rappelling Fixture Dual LHS (300 lb Capacity per fixture) (AA)	1	$15,200.00	$15,200.00
Hinged Passenger Door Windows (LH & RH) Dark Gray (AA)	1	$7,799.00	$7,799.00
Sliding Passenger Door Windows (LH & RH) Dark Gray (AA)	1	$8,199.00	$8,199.00
Copilot Tail Rotor Pedal Removal Kit (AA)	1	$8,900.00	$8,900.00
Fuel Filler Area Protector (AA)	1	$2,600.00	$2,600.00
Strobes (2 - Left/Right), LED Position Lights (3 - Left/Right/Tail) (Whelen)	1	$23,022.00	$23,022.00
Hoist Flood Light - downward facing, belly mounted, selectable from cabin hoist panel	1	$21,151.00	$21,151.00
LED Loading / Scene Lights - forward facing, side mounted in aft access panels, selectable from cockpit	1	$39,899.00	$39,899.00
Hoist Camera displayed on MFD	1	$46,419.00	$46,419.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

Product Name	Quantity	Unit Net Price	Net Price
Filter for improved rad alt performance in 5G cellular environments	1	$13,010.00	$13,010.00
Main Rotor Blade Splice Cover Modifications	1	$33,166.00	$33,166.00
Custom Paint Scheme	1	$32,112.00	$32,112.00
Certification Engineering	1	$94,440.00	$94,440.00
Completion Specifications	1	$288.00	$288.00
		Kits & Customizing Subtotal:	$3,879,349.00

Training

Complimentary 429 Field Maintenance - 3 Week Slot	1	$0.00	$0.00
Complimentary 429 Integrated Avionics B2 - 3 Week Slot	1	$0.00	$0.00
Complimentary 429 Ground and Flight Initial	2	$0.00	$0.00
		Training Subtotal:	**$0.00**

Acceptance

Inspection & Acceptance at Bell Piney Flats	1	$0.00	$0.00

Certification

U.S. FAA Certification	1	$0.00	$0.00

Warranty

Bell Standard Warranty - 3 Years / 1000 Hours	1	$0.00	$0.00

Purchase Price: $11,304,349.00

CONFIGURATION, PRICING, AND PAYMENT SCHEDULE

PAYMENT SCHEDULE

Payment Term	Date	Amount
Balance Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Contractor's facility.	$11,304,349.00

Purchase Price $11,304,349.00

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DELIVERY SCHEDULE

Delivery Schedule		
Model	**Contract Award (No Later Than (NLT))**	**Final Delivery to Cook County**
Bell 429	July 31st, 2024	June 2025

Action/Deliverable	Date (No Later Than (NLT))
Contract Award	July 31st, 2024
Design Review	Q3 2024
Finalized Configuration (Design Freeze)	December 1st, 2024
Aircraft Delivery	June 2025

Exhibit 3

Minority and Women Owned Business Enterprise Commitment

OFFICE OF CONTRACT COMPLIANCE
NICOLE N. MANDEVILLE
DIRECTOR, CONTRACT COMPLIANCE
161 N. Clark – 23rd Floor ● Chicago, Illinois 60601 ● (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

June 12, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Suite 2300
Chicago, IL 60601

Re: Contract Number: 2310-09052
Helicopter Acquisition
Sherriff's Office
Vendor: Bell Textron, Inc.
Award Amount: $11,267,183.00
Anticipated Contract Term: July 1, 2024- June 30, 2029 with no time extension options
RFP – Goods and Services
Participation Goal: 0% MBE, 0% WBE

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE, 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Contract Compliance Deputy Director

JC/db

CC: Anna Epps, OCPO
Doug MacLean, Sherriff's Office

Exhibit 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/16/2024

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).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Westminster Ins Co.	524290
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Zurich American Ins Co	16535
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Textron Inc. &
Bell Textron Inc.
3255 Bell Flight Boulevard
Fort Worth TX 76118 USA

COVERAGES **CERTIFICATE NUMBER:** 570107272601 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC X OTHER:			3441GLUS024 GENERAL LIABILITY	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Products - Comp/Op	$2,000,000 $2,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION			38178891 UMBRELLA SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC402021010	04/01/2024	04/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Excess Workers Compensation			EWS402021210 SIR applies per policy terms & conditions	04/01/2024	04/01/2025	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$1,000,000 $1,000,000 $1,000,000

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

RE: Agreement No: 2310-09052. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Certificate Holder, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Umbrella Liability and Workers' Compensation policies. As respects General Liability policy number 3441GLUS024, 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.

CERTIFICATE HOLDER

Cook County Government and Cook County
Sherriff Office, Office of Cook County
Chief Procurement Officer
69 West Washington Street, Suite 3000
Chicago IL 60602 USA

CANCELLATION

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

Aon Risk Services Northeast, Inc.

Holder Identifier : ACSBell-0165

Certificate No : 570107272601

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

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).

PRODUCER MARSH USA, LLC. 99 High Street Boston, MA 02110 Attn: Patrick Hanrahan | Patrick.Hanrahan@Marsh.com CN102796317-ALL-AVIAT-24-25 MAR Bell 0296	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Bell Textron Inc. 3255 Bell Flight Blvd. Fort Worth, TX 76116	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** See Attached Schedule of Insurers **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011988800-02 **REVISION NUMBER:** 7

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [N]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Aviation Insurance Including the Below Coverage			See Attached	04/01/2024	04/01/2025	See Below for Limits of Insurance	

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

Event: Helicopter Purchase Agreement No. 2310-09052
Aircraft: One (1) Bell Model 429 – Combined Value $11,304,349
Aviation Liability Insurance including Bodily Injury and Property Damage - $10,000,000 Each Occurrence
Aircraft Physical Damage (Hull) - for Agreed Insured Value.

CERTIFICATE HOLDER

Cook County Government/
Cook County Sheriff's Office
69 West Washington Street, Suite 3000
Chicago, IL 60602

CANCELLATION

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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102796317
LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		Bell Textron Inc. 3255 Bell Flight Blvd. Fort Worth, TX 76116
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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-121 | Hull - 344-1APH-121

Global Aerospace as Reinsurance of Westminster Insurance Company: Liability - 280648/24 | Hull - 280650/24

Commerce & Industry Insurance Company through AIG Aerospace: Hull & Liability – PL003391411-24

Starr Indemnity & Liability Company through Starr Aviation as Reinsurance of Westminster Insurance Company: Liability- 1000189250-04 | Hull- 1000189251-04

Old Republic Insurance Group as Reinsurance of Westminster Insurance Company: Hull & Liability - MP 000263 06

Allianz Global Risks US Insurance Company through Allianz Global Corporate & Specialty as Reinsurance of Westminster Insurance Company: Hull & Liability – A1PR000949324AM

XL Specialty Insurance Company as Reinsurance of Westminster Insurance Company: Liability - UA00019579AV24A | Hull - UA00019578AV24A

QBE Insurance Company as Reinsurance of Westminster Insurance Company: Hull & Liability - 122000585

Lloyds and Certain Other Insurance Companies as Reinsurance of Westminster Insurance Company: Liability - AVNPL2450057 | Hull - AVNPL2450056

As Respects Excess Comprehensive Aviation Liability Insurance: Lloyds as Reinsurance of Westminster Insurance Company: AVNPL2450153

Some claims covered by the policies evidenced above may be subject to a self-insured retention.

Coverage Territory: Worldwide.

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.

To the extent required but solely in connection with the written agreement between the Insured and the Certificate Holder subject to the policy terms, conditions, limitations and exclusions, the following provisions shall apply:

Insurers agree to waive their rights of subrogation against the Certificate Holder to the same extent the Insured has waived its right of recovery under the terms of the agreement.

Coverage hereunder is primary and non-contributory with any insurance maintained by the Certificate Holder.

In the event of cancellation or adverse material change of the policies by insurers, insurers agree to provide sixty (60) days (ten (10) days for non-payment of premium, seven (7) days for war and allied perils, or such shorter period as is customary) notice of such cancellation or adverse material change to The Certificate Holder.

The Certificate Holder, its owners, officers, directors, and employees are included as additional insured under liability coverage, solely with respect to operations of the Insured under the terms of the agreement. However, this insurance shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, or services of products by the Certificate Holder.

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Exhibit 5

Warranty

STANDARD 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 mars, 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 Buyers 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.

PW206 & PW207
TURBOSHAFT ENGINES SERIES

DEPENDABLE SUPPORT

WARRANTY
FOR NEW ENGINES
AND EXTENDED ENGINE SERVICE POLICY



Pratt & Whitney Canada
A United Technologies Company

PW206 & PW207

TURBOSHAFT ENGINES SERIES

For engines operated in non-military aircraft used for commercial, corporate or private transportation service

P&WC TURBO ENGINES CORP.

WARRANTY FOR NEW ENGINES AND EXTENDED ENGINE SERVICE POLICY

This Document does not contain technical data.

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WELCOME TO OUR GLOBAL FAMILY

We are pleased to introduce the P&WC Turbo Engines Corp. ("P&WCTEC") Warranty for New Engines and Service Policies (the "Policy") for the PW206/207 series Turboshaft Engines (the "Engine") operated in utility, private, or corporate transportation service. This Policy features:

- warranty coverage for 2500 Engine operating hours or 3 years from the date of shipment of the Engine from P&WCTEC's facilities, whichever occurs first;
- renewable credit allowance coverage on Primary Parts (described in Annex 1 of the Policy), and
- additional commercial support in the event of a premature Engine overhaul, required as a result of an Engine Chargeable Event (as further described in the Policy).

The Policy detailed in this booklet reflects the high level of confidence we have in our products and P&WCTEC's continuing commitment to you, our customer.

As with most advanced technology products, P&WCTEC Engines must be operated and maintained properly to ensure a long and reliable life. This Policy, together with the P&WC Maintenance Manual, Service Bulletins and Aircraft Flight Manual, explain the proper operation and engine maintenance required to ensure your Engine's proper performance and the validity of our coverage.

Your local Field Support Representative, together with any of the overhaul facilities designated by P&WCTEC Warranty Administration, are also important players to ensure continued satisfaction with your Engine. For additional information on the Worldwide Support Network, please consult our Customer Support brochure and International Support Facilities booklet or contact the Customer First Centre at 450-647-8000 (long distance and international), or 1-800-268-8000 (Canada and USA), or International Access Code ("IAC") 8000-268-8000 (where facilities exist). You can also visit the website at www.pwc.ca.

THANK YOU FOR DEMONSTRATING YOUR CONFIDENCE IN P&WCTEC, OUR PRODUCTS, AND SERVICES.

BASIC COVERAGE PERIOD

P&WCTEC warrants that the new Engine will be free from Defects [1] in material and/or manufacturing workmanship, and is covered for **2500 Engine operating hours or 3 years** from the date of shipment of the Engine from P&WCTEC's facilities [2], whichever occurs first, during which time P&WCTEC will:

at its option, repair or replace any Engine parts found to be defective (as defined below), including resultant damage to the Engine. Replacement parts may be new [3] or serviceable. When P&WCTEC supplies a replacement part, or issues credit towards the acquisition of a new part, the removed part becomes the property of P&WCTEC.

pay reasonable removal and reinstallation labour for the Engine and reasonable transportation charges (excluding insurance, duties, brokerage fees, and taxes) to and from the facility designated by P&WCTEC Warranty Administration.

(1) A Defect means the breakage or failure of a part which is determined to P&WCTEC's satisfaction to be due to a defect in material and/or manufacturing workmanship. Such event will be considered by P&WCTEC to be an "Engine Chargeable Event", subject to this Policy. Removal of a part from service because of hourly, cyclic or other limitations on its continued use will not, in the absence of breakage or failure verifiable by non-destructive inspection, constitute a Defect.

(2) As applicable, no operating time used by the Aircraft manufacturer for normal aircraft acceptance flight-testing shall be deducted, as long as it has not exceeded fifty (50) hours. If applicable, no storage time at the Aircraft manufacturer prior to first use in service shall be deducted from the coverage benefiting subsequent owners, as long as this period does not exceed twelve (12) months.

(3) A part will be considered new if and only if it is accompanied by either the P&WC Manufacturer's Release Certificate, or Canadian Department of Transport Certificate of Airworthiness (as applicable), or P&WC Supplier's Release Certificate for that specific part and has not been subject to running time (e.g. a part which has been subjected to engine test time and which must be subsequently re-inspected and tagged as serviceable will not be considered as new).

ADDITIONAL COVERAGE – SERVICE POLICIES

Following the expiration of the Basic Coverage Period of the Policy, P&WCTEC offers the following Service Policies: the **Primary Parts Service Policy** ("PPSP") and the **Extended Engine Service Policy** ("EESP").

The PPSP offers support in the cost of repairing or replacing engine Primary Parts damaged within their class life due to a defect in material and/or manufacturing workmanship. A class life refers to the life assigned to an engine Primary Part by P&WC for the sole purpose of calculating the pro-rated credit allowance under the PPSP. Additionally, if a specific engine Primary Part within its class life requires repair or replacement due to P&WC-imposed hourly, cyclic, or other limitations [4] on that Primary Part's continued use in normal operation, P&WC will provide a pro-rated credit allowance on the repair or replacement cost of a new Primary Part.

A complete list of Primary Parts and their class lives is published in Annex 1 of the Policy.

The EESP was created to assist in case of extensive damage to the Engine, resulting from an Engine Chargeable Event and where P&WCTEC Warranty Administration determines, at its discretion, that a premature overhaul is required. In such event, P&WCTEC will, at its discretion, either limit the cost of the overhaul to be performed at a facility designated by P&WCTEC Warranty Administration pursuant to the Limited Cost Overhaul ("LCO") mechanism described below, or exchange the Engine with a like-value engine.

The LCO is calculated based on Engine operating hours and cycles since new or last overhaul, as well as the Engine's age, and environmental, operational and maintenance conditions. The rates for calculating the LCO are communicated through the publication of a P&WC Service Information Letter ("SIL").

P&WCTEC reserves the right to cancel or change the EESP at any time. Shop visits as a result of such event which occurs prior to such change shall not be affected.

(4) Please note that the unused cycles (stub life) of an LCF part removed at the operator's request prior to reaching the service limit will not be eligible for pro-rated credit allowance under the PPSP.

COMMERCIAL SUPPORT PROGRAMS

P&WCTEC may also provide commercial assistance for certain Airworthiness Directives (“ADs”) or product improvements through Commercial Support Programs. These programs will be published through Commercial Support Program Notifications (“CSPNs”).

Commercial Support Program offers cannot be combined with the PPSP as outlined above.

The terms and conditions of this Policy apply to the above Commercial Support Programs.

WHAT IS NOT COVERED

COSTS OF NORMAL SCHEDULED MAINTENANCE SERVICES

routine line maintenance and adjustment costs;

Hot Section Inspection ("HSI") and refurbishment costs;

Engine overhaul or major refurbishment costs; and

any other costs related to engine maintenance not specifically covered under this Policy.

NORMAL DETERIORATION

normal wear and tear and deterioration (note: a worn part capable of continued operation which, because it has been accessed, must be restored using repair schemes fully described in the applicable P&WC Engine Overhaul and/or Maintenance Manuals, is considered normal); and

no warranty coverage is provided for the overhaul life of assemblies, service life limits of parts, and/or operating time limits.

UNSUPPORTED PARTS

P&WCTEC reserves the right to exclude warranty coverage (i) for the following parts and (ii) for subsequent Engine repairs or damage are directly attributable to the use of parts which:

are not originally supplied by P&WCTEC or its authorized distributors, and accompanied by the P&WC Manufacturer's Release Certificate or Canadian Department of Transport Certificate of Airworthiness, as applicable; or

are not identified in the applicable P&WC Illustrated Parts Catalogue ("IPC") and accompanied by the Supplier's Release Certificate; or

are not repaired in accordance with P&WC approved repair processes; or

are not traceable, e.g. insufficient supporting documentation; or

have been involved in an accident and where part or Engine failure is attributable to that part.

FACTORS BEYOND P&WCTEC'S CONTROL

improper storage, usage, maintenance or operation of an Engine, part or accessory (e.g. non-compliance with P&WC's and/or P&WCTEC's written instructions, including without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, or with the Aircraft Flight Manual, and airworthiness regulations);

any work performed on Engines without due cause such as pre-purchase inspections, or scheduled maintenance performed at other than P&WC and/or P&WCTEC recommended intervals;

accidents, collisions and rotor strikes, fire, flood, lightning strike, theft, explosion, riot, war, rebellion, seizure or any other belligerent acts, foreign object damage (FOD), erosion, corrosion, sulphidation or any other damage due to the operating environment;

alteration to, modification of, or tampering with any Engine, part or accessory after delivery by P&WCTEC, other than strictly in accordance with the applicable P&WC manuals and this Policy;

use of stolen parts, or use of a part or engine from which P&WC's and/or P&WCTEC's name, part number, identification mark or serial number has been removed or defaced;

workmanship performed by a facility other than P&WC and/or P&WCTEC-owned manufacturing facilities;

repair or overhaul of a defective part or Engine at a facility other than a facility designated by P&WCTEC Warranty Administration;

engines operated by a military, para-military or government service unless it is determined, at the sole discretion of P&WCTEC, that the Engine has not been used in operations or on flight missions which compromise Engine or parts life or reliability when compared to typical commercial operations;

insurance, duties, brokerage fees, and taxes; and

any other factor beyond P&WCTEC's control which is not specifically listed herein.

OWNER / OPERATOR RESPONSIBILITIES

The coverage provided herein is subject to the following conditions:

MAINTENANCE

The Engine must be operated and maintained in accordance with P&WC's and/or P&WCTEC's written instructions including, without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, as well as the Aircraft Flight Manual and airworthiness regulations.

MAINTENANCE RECORDS

Adequate records of Engine operation and maintenance must be kept. Upon request, P&WCTEC is entitled to have access to the records.

FOR WARRANTY SERVICE

P&WCTEC must be notified of any Defect within thirty (30) days of discovery, and any claim must be submitted within one hundred and eighty (180) days after such discovery.

Any claim, which may include the return of defective parts, must be made through the P&WCTEC source of supply (identified in the applicable P&WC IPC), or the P&WCTEC designated facility or distributor which will furnish or has furnished the replacement parts.

For any warranty work (including, without limitation, disassembly), the Engine must be sent to a facility designated by P&WCTEC Warranty Administration, in accordance with P&WCTEC's written instructions. Any work performed at a facility other than a facility designated by P&WCTEC Warranty Administration, without prior written authorization from P&WCTEC Warranty Administration, will be at the claimant's expense.

LIMITATION OF P&WCTEC'S LIABILITY

THIS IS THE ONLY WARRANTY APPLICABLE TO PW206/207 SERIES TURBOSHAFT ENGINES OPERATED IN NON-MILITARY AIRCRAFT AND IS GIVEN AND ACCEPTED IN PLACE OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS, IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH OTHER TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED. THE ONLY REMEDY FOR BREACH OF THIS WARRANTY IS AS SET OUT HEREIN. FOR GREATER CERTAINTY, IN NO EVENT SHALL P&WC AND/OR P&WCTEC BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EITHER A BREACH OF THIS WARRANTY OR ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY P&WC AND/OR P&WCTEC. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE ENGINE AS A RESULT OF AN ENGINE OR PART DEFECT. NO VARIATION OR EXTENSION OF THIS WARRANTY OR REMEDIES SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF P&WCTEC.

YOUR ACCEPTANCE OF THIS WARRANTY FOR NEW ENGINES AND SERVICE POLICIES OR THE MAKING OF ANY CLAIM OR RECEIPT OF ANY BENEFIT HEREUNDER, CONSTITUTES YOUR ACCEPTANCE OF ALL THE FOREGOING TERMS, CONDITIONS AND LIMITATIONS.

THIS WARRANTY IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, CANADA.

ANNEX 1 – PRIMARY PARTS

Primary Parts covered by the Primary Parts Service Policy are attached hereto. The pro-rated credit allowance for the repair or replacement of Primary Parts damaged during their specified class life due to a defect in material and/or manufacturing workmanship is calculated in accordance with the following formula:

A = P (1 - T/H)

where:

A = credit allowance;

T = operating hours (or cycles if class life is specified in cycles) on removed or damaged part;

P = current acquisition price at the time of repair or new replacement (net of all discounts);

H = class life of removed or damaged part.

In the case of resultant damage to a Primary Part, the part causing the damage must also be a Primary Part within its class life.

When a Primary Part is repaired, the class life continues. When a Primary Part is replaced with a new part, the new Primary Part class life commences from zero.

When pro-rata credit is issued against the embodiment of a new Primary Part, the removed part becomes the property of P&WC.

"**TBO**" means the P&WC-published Time Between Overhaul. Refer to the appropriate engine model Service Bulletin entitled "Operating Time Between Overhaul and Hot Section Inspection Frequency" for the applicable operating hours.

"**SB**" means the P&WC-published Service Bulletin. Refer to the appropriate engine model Service Bulletin entitled "Rotor Components - Service Life" for the applicable cycle life.

"**Class Life**" is expressed in hours unless "SB" is indicated.

PRIMARY PARTS	CLASS LIFE	
Power Section	**Hours**	**Cycles**
Bearings, all	TBO	
Blades – Compressor Turbine	TBO	
Blades – Power Turbine	TBO X 2	
Case – Compressor Inlet	TBO X 2	
Case – Diffuser	TBO X 2	
Case – Gas Generator	TBO X 2	
Case – Turbine Support	TBO X 2	
Disk – Compressor Turbine		10000
Disk – Power Turbine		15000
Gears and shafts, all	TBO	
Housing – Baffle, Compressor Turbine	TBO	
Housing – Impeller	TBO	
Housing – No. 3 Bearing	TBO	
Impeller – Centrifugal		15000
Liner – Combustion Chamber	TBO X 2	
Nozzle – Turbine Exhaust	TBO X 2	
Seals – Carbon, all	TBO	
Seals – Labyrinth, all	TBO	
Shroud Segment – Compressor Turbine	TBO	
Turbine Stator – Compressor Turbine	TBO	
Turbine Stator – Power Turbine	TBO X 2	
Reduction Gearbox		
Bearings – AGB, all	TBO	
Gears – RGB all	TBO	
Gearshaft – RGB, all	TBO	
Housing – No. 8 Bearing	TBO X 2	
Housing – RGB, Front and Rear	TBO X 2	
Shaft – Torque	TBO	

This Policy document is for PW206 and PW207 series

Turboshaft engines

Original Issue Date: October 1996

Current Revised Date: August 2014

This Policy follows the Engine to subsequent owners, if applicable please notify P&WCTEC accordingly (refer to the Reply Card at the back of this Policy document).

IF YOU HAVE ANY QUESTIONS
or require assistance regarding this Policy, please call or write to:

CENTRAL OPERATIONS GROUP (01TC4)
P&WC Turbo Engines Corp.
1000 Marie-Victorin
Longueuil, Quebec
Canada J4G 1A1

TELEPHONE 1 450 647-8180
FAX 1 450 647-2831
Email warranty@pwc.ca

or contact
P&WC AND/OR P&WCTEC CUSTOMER FIRST CENTRE
USA & CANADA 1 800 268-8000
INTERNATIONAL 1 450 647-8000, or
IAC 8000 268-8000 (where facilities exist)

WWW.PWC.CA

THIS POLICY DOCUMENT IS FOR PW206 & PW207 TURBOSHAFT ENGINES SERIES AND SUPERSEDES ANY PREVIOUS VERSION OF THIS POLICY DOCUMENT

CURRENT REVISED DATE: AUGUST 2014



Pratt & Whitney Canada
A United Technologies Company

14-0599

Exhibit 6

Certificate of Acceptance



Certificate of Acceptance

As an authorized representative of <Customer_Company>, I hereby acknowledge having inspected Bell Model 429 Serial Number <serial number> in accordance with Article 4, Acceptance and Delivery, as found on Purchase Agreement number <panumber> dated <padate>.

I hereby accept said helicopter under the terms and conditions of the aforementioned Purchase Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit 7

Bill of Sale

BILL OF SALE

Do not write in this block - for FAA use only.
MICROFILM CODE

IC JC

For and in consideration of $10.00 & O.V.C., the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
Bell Textron Canada Limited	429
MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS

does this _____ of _____ 2024 hereby sell, grant, transfer and deliver all rights, title, and interests in and such aircraft unto:

NAME AND ADDRESS (if individual(s), give last name, and middle initial)

PURCHASER

and to ITS executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance.

In testimony, whereof I have set MY hand and seal on 19 July 2024.

NAME OF SELLER **Bell Textron Inc.**

BY (Sign in Blue Ink) _____

Mario Gallardo

TITLE Manager, Commercial Business Contracts

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, Notary Public for the State of Texas, on this day, personally appeared Mario Gallardo who holds the office of Manager, Commercial Business Contracts of Bell Textron Inc. known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of the office on 19 July 2024.
(Seal)

_____
Marlo Cruz, Notary Public
My commission expires: 20 June 2027

Exhibit 8

End-Use and End-User Statement

End-Use and End-User Statement

Compliance with Laws, the products, services, and/or information provided under this Agreement are subject to U.S. export control regulations. Use or diversion of such items contrary to such laws is prohibited. County must abide by all end-use restrictions, including the requirement that items received only be used for authorized end-uses and may not be used for any nuclear, chemical, or biological weapons.

Government authorizations may be required for the Equipment depending on its configuration, where the Equipment will be registered or operated, and who will own or operate it. For Contractor to assess these requirements in time to secure any required authorizations, please provide the following information at least six (6) months prior to the scheduled aircraft delivery. Should authorizations be required, Contractor may need additional information or documentation from County, such as Department of Commerce form BIS-711, *Statement by Ultimate Consignee and Purchaser*, or Department of State form DSP-83, *Nontransfer and Use Certificate.*

- Intended use of the aircraft:

Select the appropriate option below:

☑ **Option 1:**
County will receive the Equipment at the address shown on this Agreement, will register and operate the aircraft in the country shown in the address, and will be the aircraft owner/operator. No other parties or countries will be involved in the transaction.

☐ **Option 2:**
Other parties/countries will be involved in the transaction as detailed below:

- Name and address of recipient, if not County:
- Name and address of aircraft owner/operator, if not County:
- The country where this aircraft will be registered:
- The country or countries where this aircraft will be operated:

Acknowledgement

We certify that the facts contained in this statement are true and correct to the best of our knowledge and we do not know of additional facts that are inconsistent with the above statements. We shall promptly send a replacement statement to Contractor disclosing any material change of facts or intentions described in this statement that occur after this statement has been prepared and forwarded to Contractor.

Except as specifically authorized by the U.S. export control laws or by written approval from the U.S. Government, we will not reexport, resell, or otherwise dispose of in a non-legal manner any items received from Contractor.

Name	Nicholas Scouffas	Title	General Counsel, Cook County Sheriff's Office
Signature	Nicholas Scouffas Digitally signed by Nicholas Scouffas Date: 2024.07.30 17:59:42 -05'00'	Date	07/30/2024

NS
Initials

Exhibit 9

Board Authorization

Board of Commissioners of Cook County

Legislation Details (With Text)

File #:	24-3697	**Version:**	1	**Name:**	Helicopter
Type:	Contract			**Status:**	Approved
File created:	6/11/2024			**In control:**	Criminal Justice Committee
On agenda:	6/13/2024			**Final action:**	7/25/2024
Title:	PROPOSED CONTRACT				

Department(s): The Cook County Sheriff's Office

Vendor: Bell Textron Inc., Fort Worth, Texas

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Helicopter Acquisition

Contract Value: $11,267,183.00 $11,304,349.00

Contract period: 7/1/2024 8/1/2024 - 6/30/2029 7/31/2028

Potential Fiscal Year Budget Impact: FY 2024 $11,267,183.00 $11,304,349.00

Accounts: 11569.1214.21120.560265

Contract Number(s): 2310-09052

Concurrences:
The Contract specific goal set on this contract is zero.

The Chief Procurement Officer concurs.

Summary: The Cook County Sheriff's Office is requesting authorization for the Office of the Chief Procurement Officer to enter into and execute a contract with Bell Textron Inc. to provide a helicopter airframe, required equipment and law-enforcement specific equipment. The helicopter is to be deployed by the Sheriff's Office for a variety of mission profiles including incident response and situational awareness, emergency response, and search and rescue operations.

The contract was awarded through a publicly advertised Request for Proposals (RFP) in accordance with the Cook County Procurement Code. Bell Textron Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/25/2024	1	Board of Commissioners		
6/13/2024	1	Board of Commissioners	refer as amended in the errata	Pass

PROPOSED CONTRACT

Department(s): The Cook County Sheriff's Office

Vendor: Bell Textron Inc., Fort Worth, Texas

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Helicopter Acquisition

Contract Value: ~~$11,267,183.00~~ $11,304,349.00

Contract period: ~~7/1/2024~~ 8/1/2024 - ~~6/30/2029~~ 7/31/2028

Potential Fiscal Year Budget Impact: FY 2024 ~~$11,267,183.00~~ $11,304,349.00

Accounts: 11569.1214.21120.560265

Contract Number(s): 2310-09052

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Summary: The Cook County Sheriff's Office is requesting authorization for the Office of the Chief Procurement Officer to enter into and execute a contract with Bell Textron Inc. to provide a helicopter airframe, required equipment and law-enforcement specific equipment. The helicopter is to be deployed by the Sheriff's Office for a variety of mission profiles including incident response and situational awareness, emergency response, and search and rescue operations.

The contract was awarded through a publicly advertised Request for Proposals (RFP) in accordance with the Cook County Procurement Code. Bell Textron Inc. was selected based on established evaluation criteria.

Exhibit 10

Identification of Subcontractor/Suppler/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2310-09052	Date: 02/07/2024
Total Bid or Proposal Amount: TBD	Contract Title: TBD
Contractor: Bell Textron Inc. (BTI/Bell)	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Natalie Taylor	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): ntaylor@bellflight.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 3255 Bell Flight Boulevard	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Fort Worth, Texas 76118	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 817-280-2011	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Bell Textron Inc. (BTI/Bell)
Contractor

Mario Gallardo
Name

Manager, Commercial Contracts
Title

Mario M. Gallardo — 06-FEB-2024
Prime Contractor Signature — Date

Exhibit 11

Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None.

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Bell Textron Inc.

D/B/A: Bell FEIN # Only: 05-0393946

Street Address: 3255 Bell Flight Boulevard

City: Fort Worth State: TX Zip Code: 76118

Phone No.: 817-280-2011 Fax Number: 817-280-2321 Email: contracts@bh.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Textron Inc.	40 Westminster Street, 18th Floor, Providence, RI 02903	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Bell Textron Inc. is a wholly owned subsidiary of Textron Inc., a publicly traded company. All information regarding corporate officers is public information and can be found online.			
https://www.bellflight.com/company/leadership			

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☑ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mario Gallardo
Name of Authorized Applicant/Holder Representative (please print or type)

Manager Commercial Contracts
Title

Mario M. Gallardo
Signature

06-FEB-2024
Date

magallardo@bellflight.com
E-mail address

817-280-4045
Phone Number

Subscribed to and sworn before me this 6th day of February, 2024.

X _____
Notary Public Signature

My commission expires:

ANA FLORES
Notary Public, State of Texas
Comm. Expires 02-15-2024
Notary ID 11332621

Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [✓] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Textron Inc.

D/B/A: N/A FEIN # Only: 05-0315468

Street Address: 40 Westminster Street

City: Providence State: RI Zip Code: 02903

Phone No.: (401) 421-2800 Fax Number: Email:

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): Illinois File No. 20281588

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Textron Inc. is a publicly traded company. The following entities have been identified as having more than 5% beneficial ownership of Textron common stock as of January 2, 2024: BlackRock, Inc. - 8.7%; T. Rowe Price Investment Management, Inc. - 7%; The Vanguard Group, Inc. - 11.7%		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
A list of Corporate Officers is attached.			

Declaration (check the applicable box):

☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☑ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Janet S. Fogarty
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President & Deputy General Counsel
Title

Janet S. Fogarty
Signature

7-25-24
Date

jfogarty@textron.com
E-mail address

401-621-4497
Phone Number

Subscribed to and sworn before me
this 25 day of July, 2024

My commission expires: 5/17/28

X Samantha Mackiewicz
Notary Public Signature

Notary Seal

STATE OF RHODE ISLAND
SAMANTHA MACKIEWICZ
NOTARY PUBLIC
COMMISSION ID # 772063
EXPIRES: MAY 17, 2028

Textron Inc. Corporate Officers

Goldberg, Dana	Vice President - Tax	Officer
Rosenberg, David M.	Vice President, Investor Relations	Officer
Kackley, Todd A.	Vice President & Chief Information Officer	Officer
Bamford, Mark	Vice President and Corporate Controller	Officer
Connor, Frank	Executive Vice President and Chief Financial Officer	Officer
Cournoyer, James	Assistant Treasurer - Corporate Finance and Banking	Officer
Donegan, Jayne M.	Senior Executive Counsel and Assistant Secretary	Officer
Donnelly, Scott	President and Chief Executive Officer	Officer
Duffy, Julie	Executive Vice President - Human Resources	Officer
Fogarty, Janet	Vice President and Deputy General Counsel and Assistant Secretary	Officer
Hegstrom, Scott	Vice President - Mergers & Acquisitions and Strategy	Officer
La Sala, Lawrence	Vice President and Deputy General Counsel - Litigation	Officer
Lupone, Robert	Executive Vice President, General Counsel, Secretary and Chief Compliance Officer	Officer
Nichipor, Thomas	Vice President - Textron Audit Services	Officer
Salander, Eric	Vice President and Treasurer	Officer
Van Vleet, Charles	Assistant Treasurer and Chief Investment Officer	Officer
Hines, Shannon	Senior Vice President, Government Affairs & Washington Operations	Officer

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Bell Textron Inc. (Bell)

Address of Person Doing Business with the County: 3255 Bell Flight Boulevard Fort Worth, TX 76118

Phone number of Person Doing Business with the County: 817-280-2011

Email address of Person Doing Business with the County: mgallardo@bellflight.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Mario Gallardo; Manager, Commercial Contracts; Phone: 817-280-4546

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2310-09052

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 11,304,349.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Anna Epps, Senior Contract Negotiator, OCPO, anna.epps@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Douglas MacLean, Deputy CIO, CCSO, douglas.maclean2@ccsheriff.org

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Mario M. Gallardo Digitally signed by Mario Gallardo DN: cn=Mario Gallardo, o=Bell Textron Inc. , ou=Commercial Contracts, email=mgallardo@bellflight.com, c=US Date: 2024.07.12 13:35:57 -05'00'

Signature of Recipient

12-JULY-2024

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2310-09052

County Using Agency (requesting Procurement): Cook County Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Bell Textron Inc.

Substantial Owner Complete Name: Textron Inc.

FEIN# 05-0393946

Date of Birth: N/A E-mail address: contracts@bh.com

Street Address: 3255 Bell Flight Boulevard

City: Fort Worth State: Texas Zip: 76118

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Mario M. Gallardo Date: 07/25/2024

Name of Person signing (Print): Mario Gallardo Title: Manager, Commercial Contracts

Subscribed and sworn to before me this 26th day of July, 2024

X _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

MITCHELL LATINKIC
Notary Public, State of Texas
Comm. Expires 08-27-2025
Notary ID 133299269

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Bell Textron Inc.
Corporation's Name

LISA M ATHERTON
President's Printed Name and Signature

817-280-1050
Telephone

ntaylor@bellflight.com
Email

Secretary Signature

7/12/24
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
12th day of July, 2024.

My commission expires:
02.18.2028

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

KRISTY LEE SMITH
Notary Public, State of Texas
Comm. Expires 02-18-2028
Notary ID 124907967

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2024.07.31 14:12:08 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over $1,000,000

July 26, 2024

Date

CONTRACT TERM & AMOUNT

2310-09052

Contract #

August 1, 2024 - July 31, 2028

Original Contract Term

N/A

Renewal Options (If Applicable)

$11,304,349.00

Contract Amount

July 25, 2024

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUL 25 2024
COM _____