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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

December 21, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with Joe Brigham, Inc. d/b/a Craig Avionics (VC #153114-B001), 83 Airport Road, P. O. Box 865, Concord, NH 03302, in an amount not to exceed \$1,254,995.00 for the purpose of providing systems upgrade to the State Police Bell 407 helicopter. This contract will become effective upon Governor and Council approval through June 30, 2016. Funding source: 79% General, 20% Highway, 1% Turnpike.

Funds are available in the SFY 2016 operating budget as follows:

	<u>SFY2016</u>
02-23-23-234030-82830000 Dept. of Safety – Div. of State Police – Helicopter FLIR and ADS-Replacement 034-500160 Capital Projects – Major Equipment	\$244,000.00
02-23-23-234030-82970000 Dept. of Safety – Div. of State Police – Helicopter and ADS-Replacement 034-500160 Capital Projects – Major Equipment	\$976,000.00
02-23-23-234015-40060000 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance 020-500235 Current Expenses – Vehicle Maintenance	<u>\$34,995.00</u>
<b>TOTAL</b>	<b>\$1,254,995.00</b>

### Explanation

This contract will provide upgrades to the following systems on the State Police Bell 407 helicopter: Thermal Infrared Imaging System, Tactical Flight Display System, Searchlight System, Airborne Mapping System, and Airborne Downlinking System.

An advertisement for requests for proposals was posted on the Administrative Services website from October 2, 2015 through October 22, 2015, pursuant to MOP 1600. The contract was bid out to a wide area because the upgrade involves multiple systems and it was not known how many regional vendors could perform the work. Proposals were received from Summit Aviation, Capital Aviation, Uniflight LLC, Wysong Enterprises, and Craig Avionics and were evaluated by a three-member committee.

When evaluating these proposals, the committee considered not only the proposed costs and the estimated known costs for travel to deliver the helicopter to each vendor, but they also considered other factors and risks associated with that travel. Those factors include, but are not limited to, the risk involved with out-of-state flights to and from the vendor; the cost incurred in the case of mid-flight mechanical issues during transport to an out-of-state vendor requiring maintenance by a third party vendor who is not part of this bid/contract; the cost for several trips aboard commercial flights should an issue arise that requires immediate travel to the out-of-state vendor to fix; etc. (Please see page 2 of the bid summary.)

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Since the upgrades should be completed in time for the presidential campaign activities and routine summer duties along with completion of the required annual inspection, which takes approximately one month, the timeframe was also considered.

After careful review and evaluation of all factors, Craig Avionics was selected as the vendor for this project.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

### Capital Project Bid Submission Cost Breakdown

Name	Location	Bid Submitted (Labor & Components)	Over/Under Capital Budget \$1,220,000.00	Estimated Known Incurred Cost	Total Estimated With Incurred Cost	Over/Under Capital Budget with Incurred Cost	Percentage	Estimated Known Incurred Cost	Total Estimated With Incurred Cost	Percentage
Summit Aviation	DE	\$1,210,413.63	-\$9,586.37	\$15,725.00	\$1,226,138.63	+\$6,138.63	-0.79%	\$15,725.00	\$1,226,138.63	+0.50%
Capital Aviation	VA	\$1,197,479.25	-\$22,520.75	\$17,253.00	\$1,214,732.25	-\$5,267.75	-1.85%	\$17,253.00	\$1,214,732.25	-0.43%
*Uniflight LLC	PA	\$1,180,399.95	-\$39,600.05	\$17,485.00	\$1,197,884.95	-\$22,115.05	-3.25%	\$17,485.00	\$1,197,884.95	-1.81%
Wysong Enterprises	TN	\$1,237,971.00	+\$17,971.00	\$20,981.00	\$1,258,952.00	+\$38,952.00	+1.47%	\$20,981.00	\$1,258,952.00	+3.19%
Craig Avionics	NH	\$1,254,995.00	+\$34,995.00	\$0.00	\$1,254,995.00	+\$34,995.00	+2.87%	\$0.00	\$1,254,995.00	+2.87%

### Cost Breakdown Compared to Craig Avionics

Name	Location	Bid Submitted (Labor & Components)	Over/Under Craig Avionics \$1,254,995.00	Estimated Known Incurred Cost	Total Estimated With Incurred Cost	Over/Under Craig Avionics with Incurred Cost	Percentage	Estimated Known Incurred Cost	Total Estimated With Incurred Cost	Percentage
Summit Aviation	DE	\$1,210,413.63	-\$44,581.37	\$15,725.00	\$1,226,138.63	-\$28,856.37	-3.55%	\$15,725.00	\$1,226,138.63	-2.30%
Capital Aviation	VA	\$1,197,479.25	-\$57,515.75	\$17,253.00	\$1,214,732.25	-\$40,262.75	-4.58%	\$17,253.00	\$1,214,732.25	-3.21%
*Uniflight LLC	PA	\$1,180,399.95	-\$74,595.05	\$17,485.00	\$1,197,884.95	-\$57,110.05	-5.94%	\$17,485.00	\$1,197,884.95	-4.55%
Wysong Enterprises	TN	\$1,237,971.00	-\$17,024.00	\$20,981.00	\$1,258,952.00	+\$3,957.00	-1.36%	\$20,981.00	\$1,258,952.00	+0.32%
Craig Avionics	NH	\$1,254,995.00	\$0.00	\$0.00	\$1,254,995.00	\$0.00	0.00%	\$0.00	\$1,254,995.00	0.00%

- Estimated Known Incurred Costs include:
  - Helicopter rates per hour for a roundtrip destination flight (\$800 per hour)
    - *Estimated Bell 407 roundtrip flight time from Concord, NH*
    - *Summit Aviation – 6.3 hrs, Capital Aviation – 8.21 hrs, Uniflight LLC – 8.5 hrs, Wysong Enterprises – 12.87 hrs*
  - Estimated Commercial roundtrip flight costs for Pilot & TFO (\$600) (x5 Trips)
  - Estimated Salary for Pilot (\$30/hr-\$480) and TFO (\$34/hr-\$578) for 2 days (x5 Trips)
  - Lodging for 1 night (\$125) (x5 Trips)
  - Rental vehicle for 2 days (\$150) (x5 Trips)
  - GSA Travel Meal Per Diem Rates for 2 days (\$204) (x5 Trips)

\*Upfront deposit for all material costs required.

### **Additional Factors and Associated Risks Considered in Vendor Selection**

- Loss of helicopter for 4 additional weeks to conduct annual pre-contracted maintenance and inspection by April thru JBI
- Annual inspection + 100 hour inspection costs \$19,777.32 (as invoiced by JBI in May 2015).
- Without annual inspection we would have to apply with the FAA for multiple ferry permits for test and evaluation and flight back to New Hampshire. Permits typically for day flights only (no testing nighttime equipment) and avoidance of populated areas (increases mileage and limits available fuel stops). Testing permits are applied for by local repair station with FAA. Ferry permits might only allow the pilot to be on board with no flight crew.
- Insurance liability
- Risk of out of state flights down and back
- Risk of out of state breakdown (transport and maintenance to a 3rd party vendor not involved in this bid)
- Cost risk for multiple trips with commercial flights; commercial flights are much higher around holidays and on short notice (should an issue arise that requires immediate travel to fix)
- Possible travel cost associated with warranty work for out of state vendors once the job is completed and we receive helicopter back
- Unknown top end of incurred costs. Known Incurred Costs are under the best known circumstances

### **Evaluation Committee**

David Linares – Mr. Linares has piloted helicopters for 26 years and airplanes for 24 years. He has been employed by the New Hampshire State Police for 15 years and is currently a pilot for the NHSP Aviation Unit for both the Cessna 182 and the Bell 407 helicopter.

Gary Wood – Captain Wood holds an Associate Degree in Criminal Justice and has been employed by the New Hampshire State Police for 28 years. He is currently assigned to Commander, Field Area I. This position oversees two NHSP troop stations and several Special Services units including the Special Enforcement/Aviation Unit.

Matthew Shapiro – Lieutenant Shapiro holds a Bachelor Degree in Administration of Justice from Pennsylvania State University and has been employed by the New Hampshire State Police for 18 years. As the current Special Services Commander, Lt. Shapiro oversees the Special Services units, which includes the Special Enforcement/Aviation Unit.

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Joe Brigham, Inc. d/b/a Craig Avionics		1.4 Contractor Address 83 Airport Road, Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-8994	1.6 Account Number Please see Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation Not to exceed \$1,254,995.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>Ray Newcomb</i>		1.12 Name and Title of Contractor Signatory <i>Ray Newcomb, president</i>	
1.13 Acknowledged before me, Notary Public, State of _____, County of _____ On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Donna J. Newcomb</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Donna J. Newcomb</i>			
1.14 State Agency Signature <i>R. Quinn</i> Date: <i>12/23/15</i>		1.15 Name and Title of State Agency Signatory Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>12/30/15</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials TD

Date 12-10-15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### 1. INTRODUCTION

The State of New Hampshire, acting through the Department of Safety, Division of State Police, is contracting with Craig Avionics of Concord, NH to upgrade the following on the Bell 407 helicopter:

- Thermal Infrared Imaging System
- Tactical Flight Display System
- Searchlight System
- Airborne Mapping System
- Airborne Downlinking System

And certain Avionics and Communications Systems.

### 2. CONTRACT DOCUMENTS

- In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern: State of New Hampshire Terms and Conditions, General Provisions Form P-37
- Exhibit A Scope of Services
- Exhibit B Payment Schedule
- Exhibit C Special Provisions
- RFP DOS 2016-08, "State Police Helicopter Systems Upgrade, with addendums and responses to Vendor Questions incorporated.
- Craig Avionics Proposal to RFP 2016-08, dated October 13, 2015.

### 3. SCOPE OF SERVICES

Contractor shall provide the State the Services required under this Contract, as set forth in below :

#### 3.1 INSTRUMENT LAYOUT

The Contractor acknowledges that the State's preferred instrument layout for the cockpit is as provided to all vendors in the Question and Answer for RFP DOS-2016-08 and incorporated herein.

#### 3.2 FREQUENCY

The desired TDMA-9000NV Series RF Modules are listed below as provided in the Question and Answer for RFP DOS-2016-08 :

#1 - Type T Analog VHF ( 136-174 MHz )

#2 - Type A P25 UHF LO/UHF HI ( 380-470 MHz / 450-520 MHz)

#3 - Type A P25 V/700/800 (136-174 MHz / 764-870 MHz )

**3.3 INSTALL KIT**

For the purposes of this contract, Install Kit means Technisonic Part #069662 connectors

**3.4 ANTENNAS**

For the purposes of this contract, Antennas means Comant CI-295 series or RAMI AV- 925 series aircraft antenna.

**3.5 DELIVERABLES**

Thermal Infrared Imaging System	QTY*	LABOR**	UNIT PRICE
<b>FLIR Star Safire 380-HDc or equivalent</b> Stabilized High Definition Ball-Down Thermal Infrared Compact Imaging System, which includes the following components: (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"> <li>• (MWIR) Thermal Infrared Imager 1280 FPA</li> <li>• (HDEO) High-Def 1080p with 40x Zoom</li> <li>• (ESLRF) Eye-Safe Laser Rangefinder</li> <li>• (LP) Laser Pointer, Near-IR (150mW)</li> <li>• (IMU) Geo-Point Package w/IMU</li> <li>• (AT) Automatic Video Tracker</li> <li>• Operator Manual</li> <li>• 15 Month / 1000 Hour Warranty, Parts and Labor</li> <li>• Color: Black</li> <li>• Video Format: NTSC</li> </ul>	1	\$8,400.00	\$466,750.00
(UHCU) Universal Hand Control Unit	1	\$2,520.00	\$15,750.00

Thermal Infrared Imaging System Accessories	QTY*	LABOR**	UNIT PRICE
(CALI) Laser Illuminator, 2W	1	\$672.00	\$39,000.00
(LIU) Laser Interlock Unit	1	\$672.00	N/C
GPS Antenna – Black	1	\$1,176.00	\$1,843.00
GPS Cable Assembly – 125" terminated both ends	1	1,008.00	\$708.00
GPS Cable Assembly – 185" terminated one end	1	\$1,008.00	\$502.00
Standard 15 foot Cable Installation Kit – Flex Backshells, Term TFU End	1	\$2,688.00	\$16,800.00
(QD) 8" Quick Disconnect Mount Set – Extended Screws	1	\$336.00	\$9,734.00
Nitrogen Purge / Fill System Support Kit	1	\$1,344.00	\$1,814.00
Replacement Desiccator Cartridge	6	\$289.00	\$1,410.00
<i>Training</i>			
Onsite Operator Training – Two Days	1		\$0.00
<i>Miscellaneous</i>			

Meeker Bell 407 Nose Mount with Light Kit	1	\$3,360.00	\$11,995.00
Nitrogen Compressed 2.2 size 300CGA580	1	\$336.00	\$781.00

Tactical Flight Displays	QTY*	LABOR**	UNIT PRICE
<b>Front Display</b> Macro-Blue Tactical Flight Display, MB-SERIES, (MB10W) 10.6" Wide Screen with NVIS, Dual-Mode (NVIS/DAY) Installation Kit Included	1	\$12,100.00	\$13,840.00
<b>Rear Display</b> Macro-Blue Tactical Flight Display, MB-SERIES (MB12W), 12.1" Wide Screen with NVIS, Dual-Mode (NVIS/DAY) Installation Kit Included	1	\$7,820.00	\$16,400.00

Searchlight	QTY*	LABOR**	UNIT PRICE
<b>Trakkabeam A800 Searchlight / Gimbal Assembly with Lanyard</b> Provision includes standard packaging for shipment (right side cable connections) Gimbal color-Black with below Trakkabeam accessories:	1	\$8,200.00	\$41,336.00
<b>Spectral Filters for A800 Filter Wheel</b>			
IR, 820 nm Filter Lens Assembly	1	\$84.00	\$1,518.00
Visible Red Filter Lens Assembly	1	\$84.00	\$956.00
Amber Filter Lens Assembly	1	\$84.00	\$956.00
<b>Power Supply</b>			
Power Conditioning and Interface Unit (PCIU) MKII, with front hook NAS622-CE2 and auto detect slaving.	1	\$4,200.00	\$11,810.00
<b>Hand Controller</b>			
Grip Control, Back Light (NVG Compatible)	1	\$1,680.00	\$4,937.00
<b>Cables</b>			
Trakka Cable Kit – Bell 407 (cable lengths TBD)	1	\$3,360.00	\$7,762.00
<b>Mounting</b>			
PCIU Mounting Tray Assembly	1	\$1,344.00	\$1,069.00
Grip Control Mounting Bracket	1	\$2,520.00	\$619.00
Dovetail Mounting Plate, Type I, Upper	1	\$3,360.00	\$956.00
<b>Pilot Control</b>			
Pilot/Co-Pilot Control; complete interface for Cyclic or Collective control hats to PCIU. (no joystick or laser option)	1	\$6,500.00	\$8,156.00
<b>Protective Cases</b>			
Case, Pelican 1660 – S/L & Gimbal Ship & Store	1	\$252.00	\$731.00
Case, Pelican 1620 – PCIU / Cables Ship & Store	1	\$252.00	\$675.00
<b>Training</b>			
Operation, Installation, Maintenance Manuals	1	\$84.00	\$207.00
Onsite Operator Training – One Day	1	\$1,344.00	\$2,000.00

<b>Airborne Mapping System</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
<b>Aerocomputers Airborne Systems</b> UC-6000 – Ultichart Moving Map System; which includes <ul style="list-style-type: none"> <li>• 2TB Solid State Drive Storage (SSD) minimum</li> <li>• (3) Year Hardware Warranty</li> <li>• Free Software and Map Updates for the life of the system</li> <li>• Field Updateable</li> <li>• Camera – Operating with a FLIR Star Safire 380-HDc</li> </ul>	1	\$11,483.00	\$109,995.00
• AK-Selection Kit – AeroComputers Keyboard Options	1	\$3,360.00	\$0.00
• AK-4 Kit – AK-4 Keyboard Kit with Mating Connector	1	\$168.00	\$0.00
• AK-4S Sliding Keyboard NVIS	1	\$168.00	\$700.00
• Onsite Installation Support	1	\$168.00	\$0.00
• Onsite Operator Training – One Day	1	\$672.00	\$2,000.00

<b>Airborne Video Downlink</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
<b>BMS Incorporated</b> (HC4-64-MH) Airborne High Power Transmitter Kit	1	\$8,420.00	\$42,800.00
<b>BMS Incorporated</b> AES Encryption License Authorization Kit	1	\$168.00	\$1,048.00
<b>BMS Incorporated</b> (BMA-6-O-DM) 6" Omni Directional antenna	1	\$1,008.00	\$2,900.00
<b>BMS Incorporated</b> (D407-836-017) Crosstube Antenna Mount, 407 Aft (P162-407A)	1	\$672.00	\$2,950.00
<b>BMS Incorporated</b> (DLC50-N) Downlink Control Panel with NVIS-B compatibility.	1	\$336.00	\$4,237.00
<b>BMS Incorporated</b> Cable Harness, Heli-Coder 4 System with Fixed Antenna Installation	1	\$1,344.00	\$3,926.00
<b>BMS Incorporated</b> GA-36; GPS antenna	1	\$336.00	\$936.00
<b>BMS Incorporated</b> License Assistance, Full State, for Government, Law Enforcement & Public Safety within the 6.5 GHz Frequency Range.	1	\$840.00	\$6,206.00
<b>BMS Incorporated</b> CV4-6 Pro Kit: Carry-Viewer™ 4. Includes hard-side carry case, pair Omni-directional antennas, AC/DC power supply/charger, DC vehicle power cord, video cable, earphones, micro SD card, user guide.	3	\$504.00	\$30,300.00
Onsite Operator Training – One Day	1	\$672.00	\$2,000.00

<b>Aircrew Helmet System</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRI</b>
<b>Gentex Corporation - HGU-56/P Improved Rotary Wing Aircrew Helmet System with Dual ANVIS Visor</b> <i>with the following component configuration:</i> Electret Microphone, Flex Boom 10" Cord ANR Kit 300 Ohm w/Auto Shut-Off Bat Pk ANR Cord TP120 Helo Coiled Sm Side HGU-56 ANVIS mount kit for Quick disconnect NVG Low Profile Battery Pack Helmet Mount Color: Olive Size: TBD	8		\$21,480.00
<b>Miscellaneous</b>			
Military Style Olive Helmet Bag	8		\$1,370.00
<b>Avionics</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRI</b>
Technisonic TDFM-9000NV with 3TDMA RF Modules with Install Kit & Antennas	1	\$6,920.00	\$48,387.00
Garmin GTN-650 with NVG	1	\$4,704.00	\$16,641.00
Garmin GTN Helicopter Terrain Awareness and Warning System	1	\$336.00	\$7,995.00
Garmin G-500H with NVG, including Synthetic Vision and Radar Altimeter enablement	1	\$7,056.00	\$38,409.00
Garmin GRA-5500 Radar Altimeter (GRA-55) and 2 antennas 5672002 (013-00378-00)	1	\$6,048.00	\$8,399.00
Garmin GDL-88 DataLink Sensor ADS-B In and Out with CI-105 Antenna	1	\$4,704.00	\$5,701.00
406 ELT (Emergency Locator Transmitters) system	1	\$3,192.00	\$2,200.00
Stand-By Instruments 2" Electric	1	\$2,688.00	\$15,592.00
Avionics and Instrument Panels	1	\$5,040.00	\$9,600.00
Bendix/King KY-196A Com Transceiver	1		\$7,600.00
Parrott Cell Phone Adaptor	1	\$672.00	\$1,200.00

<b>Miscellaneous</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRI</b>
EMI Testing on Installed Equipment	1	1,008.00	\$5,300.00
DER (Designated Engineering Representative) Inspection	1	\$2,344.00	\$22,000.00
All components/displays must be NVG compatible			
Prices must include all necessary cables, harnesses, brackets, antennas and accessories to complete the installation and have full operation			
<b>TOTALS</b>		<b>\$152,108.00</b>	<b>\$1,102,887</b>
<b>GRAND TOTAL</b>			<b>\$1,254,995</b>

**3.6 RETURNED GOODS:**

The Contractor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful vendor within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

**4. TERM**

**4.1 Period of performance**

The contract is effective upon the approval of the Governor and Executive Council and all work should be completed no later than June 30, 2016 .

**EXHIBIT A cont'd**

**SCOPE OF SERVICES**

**5. CONTRACT ADMINISTRATION**

**5.1 Contractor Contract Manager**

Company Name/Address: Joe Brigham, Inc. d/b/a Craig

Avionics Contract Manager: Craig R. Davenport

Telephone: 603-225-8994

Facsimile: 603-224-2375

E-mail: Craig@craigavionics.com

**5.2 State Contract Manager**

Contract Manager: Lieutenant Matthew Shapiro

Address: NH Department of  
Safety Division of  
State Police Field  
Operations Bureau 33  
Hazen Drive  
Concord, NH 03305

Telephone: 603-223-8775

Facsimile: 603-271-6214

E-mail: Matthew.shapiro@dos.nh.gov

**EXHIBIT B  
PAYMENT SCHEDULE**

<b>Thermal Infrared Imaging System</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
<b>FLIR Star Safire 380-HDc or equivalent</b> Stabilized High Definition Ball-Down Thermal Infrared Compact Imaging System, which includes the following components: (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"> <li>• (MWIR) Thermal Infrared Imager 1280 FPA</li> <li>• (HDEO) High-Def 1080p with 40x Zoom</li> <li>• (ESLRF) Eye-Safe Laser Rangefinder</li> <li>• (LP) Laser Pointer, Near-IR (150mW)</li> <li>• (IMU) Geo-Point Package w/IMU</li> <li>• (AT) Automatic Video Tracker</li> <li>• Operator Manual</li> <li>• 15 Month / 1000 Hour Warranty, Parts and Labor</li> <li>• Color: Black</li> <li>• Video Format: NTSC</li> </ul>	1	\$8,400.00	\$466,750.00
(UHCU) Universal Hand Control Unit	1	\$2,520.00	\$15,750.00

<b>Thermal Infrared Imaging System Accessories</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
(CALI) Laser Illuminator, 2W	1	\$672.00	\$39,000.00
(LIU) Laser Interlock Unit	1	\$672.00	N/C
GPS Antenna – Black	1	\$1,176.00	\$1,843.00
GPS Cable Assembly – 125" terminated both ends	1	1,008.00	\$708.00
GPS Cable Assembly – 185" terminated one end	1	\$1,008.00	\$502.00
Standard 15 foot Cable Installation Kit – Flex Backshells, Term TFU End	1	\$2,688.00	\$16,800.00
(QD) 8" Quick Disconnect Mount Set – Extended Screws	1	\$336.00	\$9,734.00
Nitrogen Purge / Fill System Support Kit	1	\$1,344.00	\$1,814.00
Replacement Desiccator Cartridge	6	\$289.00	\$1,410.00
<i>Training</i>			
Onsite Operator Training – Two Days	1		\$0.00
<i>Miscellaneous</i>			
Meeker Bell 407 Nose Mount with Light Kit	1	\$3,360.00	\$11,995.00
Nitrogen Compressed 2.2 size 300CGA580	1	\$336.00	\$781.00

<b>Tactical Flight Displays</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
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<b>Front Display</b> Macro-Blue Tactical Flight Display, MB-SERIES, (MB10W) 10.6" Wide Screen with NVIS, Dual-Mode (NVIS/DAY) Installation Kit Included	1	\$12,100.00	\$13,840.00
<b>Rear Display</b> Macro-Blue Tactical Flight Display, MB-SERIES (MB12W), 12.1" Wide Screen with NVIS, Dual-Mode (NVIS/DAY) Installation Kit Included	1	\$7,820.00	\$16,400.00

Searchlight	QTY*	LABOR**	UNIT PRICE
Trakkabeam A800 Searchlight / Gimbal Assembly with Lanyard Provision includes standard packaging for shipment (right side cable connections) Gimbal color-Black with below Trakkabeam accessories:	1	\$8,200.00	\$41,336.00
<b>Spectral Filters for A800 Filter Wheel</b>			
IR, 820 nm Filter Lens Assembly	1	\$84.00	\$1,518.00
Visible Red Filter Lens Assembly	1	\$84.00	\$956.00
Amber Filter Lens Assembly	1	\$84.00	\$956.00
<b>Power Supply</b>			
Power Conditioning and Interface Unit (PCIU) MKII, with front hook NAS622-CE2 and auto detect slaving.	1	\$4,200.00	\$11,810.00
<b>Hand Controller</b>			
Grip Control, Back Light (NVG Compatible)	1	\$1,680.00	\$4,937.00
<b>Cables</b>			
Trakka Cable Kit – Bell 407 (cable lengths TBD)	1	\$3,360.00	\$7,762.00
<b>Mounting</b>			
PCIU Mounting Tray Assembly	1	\$1,344.00	\$1,069.00
Grip Control Mounting Bracket	1	\$2,520.00	\$619.00
Dovetail Mounting Plate, Type I, Upper	1	\$3,360.00	\$956.00
<b>Pilot Control</b>			
Pilot/Co-Pilot Control; complete interface for Cyclic or Collective control hats to PCIU. (no joystick or laser option)	1	\$6,500.00	\$8,156.00
<b>Protective Cases</b>			
Case, Pelican 1660 – S/L & Gimbal Ship & Store	1	\$252.00	\$731.00
Case, Pelican 1620 – PCIU / Cables Ship & Store	1	\$252.00	\$675.00
<b>Training</b>			
Operation, Installation, Maintenance Manuals	1	\$84.00	\$207.00
Onsite Operator Training – One Day	1	\$1,344.00	\$2,000.00

<b>Airborne Mapping System</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
<b>Aerocomputers Airborne Systems</b> UC-6000 – Ultichart Moving Map System; which includes <ul style="list-style-type: none"> <li>• 2TB Solid State Solid State Drive Storage (SSD) minimum</li> <li>• (3) Year Hardware Warranty</li> <li>• Free Software and Map Updates for the life of the system</li> <li>• Field Updateable</li> <li>• Camera – Operating with a FLIR Star Safire 380-HDc</li> </ul>	1	\$11,483.00	\$109,995.00
• AK-Selection Kit – AeroComputers Keyboard Options	1	\$3,360.00	\$0.00
• AK-4 Kit – AK-4 Keyboard Kit with Mating Connector	1	\$168.00	\$0.00
• AK-4S Sliding Keyboard NVIS	1	\$168.00	\$700.00
• Onsite Installation Support	1	\$168.00	\$0.00
• Onsite Operator Training – One Day	1	\$672.00	\$2,000.00

<b>Airborne Video Downlink</b>	<b>QTY*</b>	<b>LABOR**</b>	<b>UNIT PRICE</b>
<b>BMS Incorporated</b> (HC4-64-MH) Airborne High Power Transmitter Kit	1	\$8,420.00	\$42,800.00
<b>BMS Incorporated</b> AES Encryption License Authorization Kit	1	\$168.00	\$1,048.00
<b>BMS Incorporated</b> (BMA-6-O-DM) 6" Omni Directional antenna	1	\$1,008.00	\$2,900.00
<b>BMS Incorporated</b> (D407-836-017) Crosstube Antenna Mount, 407 Aft (P162-407A)	1	\$672.00	\$2,950.00
<b>BMS Incorporated</b> (DLC50-N) Downlink Control Panel with NVIS-B compatibility.	1	\$336.00	\$4,237.00
<b>BMS Incorporated</b> Cable Harness, Heli-Coder 4 System with Fixed Antenna Installation	1	\$1,344.00	\$3,926.00
<b>BMS Incorporated</b> GA-36; GPS antenna	1	\$336.00	\$936.00
<b>BMS Incorporated</b> License Assistance, Full State, for Government, Law Enforcement & Public Safety within the 6.5 GHz Frequency Range.	1	\$840.00	\$6,206.00
<b>BMS Incorporated</b> CV4-6 Pro Kit: Carry-Viewer™ 4. Includes hard-side carry case, pair Omni-directional antennas, AC/DC power supply/charger, DC vehicle power cord, video cable, earphones, micro SD card, user guide.	3	\$504.00	\$30,300.00
Onsite Operator Training – One Day	1	\$672.00	\$2,000.00

Aircrew Helmet System	QTY*	LABOR**	UNIT PRICE
Gentex Corporation - HGU-56/P Improved Rotary Wing Aircrew Helmet System with Dual ANVIS Visor <i>with the following component configuration:</i> Electret Microphone, Flex Boom 10" Cord ANR Kit 300 Ohm w/Auto Shut-Off Bat Pk ANR Cord TP120 Helo Coiled Sm Side HGU-56 ANVIS mount kit for Quick disconnect NVG Low Profile Battery Pack Helmet Mount Color: Olive Size: TBD	8		\$21,480.00
<b>Miscellaneous</b>			
Military Style Olive Helmet Bag	8		\$1,370.00
<b>Avionics</b>			
Technisonic TDFM-9000NV with 3TDMA RF Modules with Install Kit & Antennas	1	\$6,920.00	\$48,387.00
Garmin GTN-650 with NVG	1	\$4,704.00	\$16,641.00
Garmin GTN Helicopter Terrain Awareness and Warning System	1	\$336.00	\$7,995.00
Garmin G-500H with NVG, including Synthetic Vision and Radar Altimeter enablement	1	\$7,056.00	\$38,409.00
Garmin GRA-5500 Radar Altimeter (GRA-55) and 2 antennas 5672002 (013-00378-00)	1	\$6,048.00	\$8,399.00
Garmin GDL-88 DataLink Sensor ADS-B In and Out with CI-105 Antenna	1	\$4,704.00	\$5,701.00
406 ELT (Emergency Locator Transmitters) system	1	\$3,192.00	\$2,200.00
Stand-By Instruments 2" Electric	1	\$2,688.00	\$15,592.00
Avionics and Instrument Panels	1	\$5,040.00	\$9,600.00
Bendix/King KY-196A Com Transceiver	1		\$7,600.00
Parrott Cell Phone Adaptor	1	\$672.00	\$1,200.00

Miscellaneous	QTY*	LABOR**	UNIT PRICE
EMI Testing on Installed Equipment	1	1,008.00	\$5,300.00
DER (Designated Engineering Representative) Inspection	1	\$2,344.00	\$22,000.00
All components/displays must be NVG compatible			
Prices must include all necessary cables, harnesses, brackets, antennas and accessories to complete the installation and have full operation			
TOTALS		\$152,108.00	\$1,102,887.00
GRAND TOTAL			\$1,254,995.00

The contractor agrees to invoice the State upon completion of all the work, inspection and approval of the State. The State agrees to make payment of such invoice within 30 days after receipt of the invoice, approval and acceptance of the systems.

The appropriate account numbers for the P-37 form, section 1.6 is as follows:

FY2016

02-23-23-234030-8283 Dept. of Safety – Div. of State Police – Helicopter FLIR and ADS-  
Replacement  
034-500160 \$244,000.00  
Capital Projects – Major Equipment

02-23-23-234030-8297 Dept. of Safety – Div. of State Police – Helicopter and ADS-  
Replacement  
034-500160 \$976,000.00  
Capital Projects – Major Equipment

02-23-23-234015-4006 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance  
020-500235 \$ 34,995.00  
Current Expenses – Vehicle Maintenance

**EXHIBIT C**

There are no special  
provisions.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOE BRIGHAM, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 10, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of December, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed  
Date Filed: 02/11/2013  
Business ID: 687018  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

Form TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

**(PLEASE TYPE OR PRINT CLEARLY)**

1. BUSINESS NAME: Craig Avionics  
(Name cannot include "INC." or other corporate designation)
2. BUSINESS ADDRESS: 83 Airport Road Concord NH 03301  
No. & Street City / town State Zip
- MAILING ADDRESS (if different): 720 Clough Mill Road Pembroke NH 03275  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: sales, service and installation of aircraft electronics
4. DATE BUSINESS ORGANIZED: 6/15/1988  
(month / day / year)

5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

Joe Brigham, Inc. 72 Clough Mill Road  
ENTITY NAME (TYPE OR PRINT) NO. STREET

[Signature] Pembroke NH 03275  
AUTHORIZED SIGNATURE TOWN/CITY STATE ZIP

Kurt C. West, Vice President  
SIGNER'S NAME AND TITLE (TYPE OR PRINT)

5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. \_\_\_\_\_ NO. STREET  
TYPE OR PRINT NAME
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP
2. \_\_\_\_\_ NO. STREET  
TYPE OR PRINT NAME
- \_\_\_\_\_  
SIGNATURE STATE ZIP
3. \_\_\_\_\_ STATE ZIP  
TYPE OR PRINT NAME
- \_\_\_\_\_  
SIGNATURE STATE ZIP

State of New Hampshire  
Form TN 1 - Application for Registration of Trade Name 1 Page(s)



T1304235010

**DISCLAIMER:** All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL** to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, Concord, NH 03301.

MINUTES OF MEETING OF  
DIRECTORS OF JOE BRIGHAM, INC.  
REGARDING EXECUTION OF STATE CONTRACTS

At the 2014 Annual Meeting of the Directors that held at the offices of JBI Helicopters, 720 Clough Mill Road, Pembroke, NH on March 10, 2015, the Board of Directors unanimously voted as follows:

Raymond Newcomb, President, or in his absence Kurt West, Vice President, is authorized to execute any and all contracts, applications and other necessary business documents for the corporation to do business with the State of New Hampshire in calendar year 2015.

A True

Record Attest:

  
\_\_\_\_\_  
R. Matthew Cairns, Secretary

This Authority was still in effect on April 17, 2015 and has not been repealed as of this date and would apply to contracts involving Craig Avionics.

December 10, 2015

  
\_\_\_\_\_  
R. Matthew Cairns, Secretary



# CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 5601 Granite Parkway, Ste 860 Plano, TX 75024-6647	<b>CONTACT NAME:</b> Jay Scarbo			
	<b>PHONE (A/C, No, Ext):</b> T 972-980-0800	<b>FAX (A/C, No):</b> F 214-705-6262		
<b>E-MAIL ADDRESS:</b> jscarbo@airsure.com				
<b>PRODUCER CUSTOMER ID #:</b>				
<b>INSURED</b> Joe Brigham, Inc. DBA JBI Helicopter Services DBA Craig Avionics 720 Clough Mill Road Pembroke, NH 03275	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>%</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Allianz Global Risks US Insurance Co		50	35300
	<b>INSURER B :</b> Starr Indemnity & Liability Company		50	38318
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			

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.

**AIRPORT & FBO LIABILITY COVERAGES**      **CERTIFICATE NUMBER:** 27610763      **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
	A2GA000749815AM & SASICOM600054015	12/1/2015	12/1/2016	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$ 25,000,000.	BI EA PER EA OCC	\$	PD	
PREMISES MEDICAL PAYMENTS		\$ 25,000	EA PER	\$	EA OCC	
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$ 25,000,000.	BI EA PER	\$ 25,000,000.	AGGR	
	EXTENDED	\$ 25,000,000.	EA OCC			
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$ 25,000,000.	BI EA PER	\$ 25,000,000.	AGGR	
		\$	EA OCC			
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$ 10,000,000.	EA AIRCRAFT	\$ 10,000,000.	EA OCC	
	IN FLIGHT					
FIRE LEGAL LIABILITY		\$ 250,000	ANY ONE FIRE			
PERSONAL INJURY LIABILITY		\$ 25,000,000.	EA OCC	\$ 25,000,000.	AGGR	
ADVERTISING LIABILITY		\$ 25,000,000.	EA OCC	\$ 25,000,000.	AGGR	
CONTRACTUAL LIABILITY	<input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
Auto -	Excess		\$ 9,000,000.	EA OCC	\$	
Comp-	Excess Employers Liability		\$ 9,000,000	EA OCC	\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

**DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.  
 In the event of material change or cancellation of said policy(s), the Company(s) shall give ninety (90) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Safety  
 33 Hazen Drive  
 James H. Hayes Safety Building  
 Concord, NH 03305

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

(TX) Jay Scarbo

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