



State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 603/271-2791

ROBERT L. QUINN
 ASSISTANT COMMISSIONER

JOHN J. BARTHELMES
 COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

April 22, 2019

His Excellency, Governor Christopher T. Sununu
 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 JBI Helicopter Services (VC #155648-B002), 720 Clough Mill Road, Pembroke, NH, in an amount not to exceed \$318,801.98 for the purpose of providing scheduled maintenance and inspections of the State Police Bell 407 helicopter as well as the Bell Helicopter Annual Re-Currency Pilot Training. Effective upon Governor and Council approval for the period of July 1, 2019 through June 30, 2022 with an option to renew for one 2-year period at the sole decision of the State. Funding source: 70.14% General, 27.60% Turnpike, 2.26% Highway.

Funds are anticipated to be available in SFY2020 through SFY2022 contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40060000 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance
 020-500235 Current Expenses – Vehicle Maintenance

	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>TOTAL</u>
Contract	\$51,506.60	\$188,972.60	\$63,322.78	\$303,801.98
Unanticipated Repairs	<u>5,000.00</u> \$56,506.60	<u>5,000.00</u> \$193,972.60	<u>5,000.00</u> \$68,322.78	<u>15,000.00</u> \$318,801.98

Explanation

This contract provides maintenance and repair to the State Police Bell 407 helicopter in addition to the Bell Helicopter Annual Re-currency Pilot Training. The training is conducted by Bell Helicopter at JBI's facility and the cost is determined by the total number of pilots enrolled in the class. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

The Division of State Police released a Request for Bid (RFB DOS 2019-06). The RFB was advertised on the Purchase & Property website from March 1, 2019 through April 3, 2019. Proposals were received from Bell Helicopter Textron Inc. and Joe Brigham, Inc., with Joe Brigham, Inc. submitting the qualified low bid.

Respectfully submitted,

Robert L. Quinn
 Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL

RFP # RFP DOS 2019-06	SERVICES BID: NHSP Bell 407 Helicopter Service & Maintenance
DATE POSTED: 3/1/19	DATE CLOSED: 4/3/19

RFP SCORING SUMMARY

RFP CRITERIA	MAX # OF PTS.	VENDOR NAME JBI HELICOPTER	VENDOR NAME BELL HELICOPTER TEXTRON	VENDOR NAME	VENDOR NAME	VENDOR NAME*
1. Vendor Experience/References	20	19.25	19.75			
2. Turnaround Time	20	18.25	16.75			
3. Service Location	20	20	6.25			
4. Cost	40	37	35			
5.						
TOTAL POINTS	100	94.5	77.75			

DEFINITIONS OF EACH SCORING CRITERIA

1. Vendor Experience/References: Years of experience and type of current customers.
2. Turnaround Time: Ability to return Bell 407 to ready flight status.
3. Service Location: Location of service facility from State Police hanger at Concord Airport
4. Cost: Total cost of servicing the Bell 407 required maintenance.
5.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS

NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Lt. Michael Commerford	Commander of Troop D; oversees 24 hour patrol coverage in 25 towns and 2 cities located within Merrimack County, to include 230 miles of Interstate.
Lt. Sean Haggerty	Commander of the New Hampshire State Police Special Services Section, Operations Bureau since 2016; oversees all aspects of State Police Specialty Unit Operations.
Sgt. Christopher Storm	Commander of New Hampshire State Police Special Enforcement Unit within Special Services since 2016; oversees the day to day operations of the Aviation Section including two aircrafts, the Bell 407 Ranger Helicopter and the fixed wing Cessna 182 T.
David Linares – Pilot	Pilots the State Police Bell 407 Ranger Helicopter and the fixed wing Cessna 182 T. In addition, is a Certified A&P Aviation mechanic (airframe and power plant) and is tasked with oversight of State Police aircraft.

* If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phrase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

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.

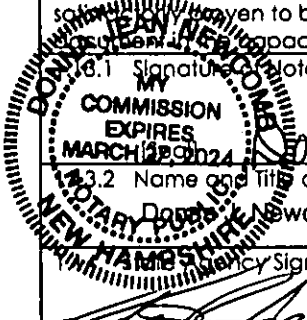
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Joe Brigham, Inc. d/b/a JBI Helicopter Services		1.4 Contractor Address 720 Clough Mill Road Pembroke, NH 03275	
1.5 Contractor Phone Number 603-225-3134	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$318,801.98 Not to Exceed
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Raymond G. Newcomb, CEO	
1.13 Acknowledgement: State of NH . County of Merrimack On 4/10/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or someone duly authorized 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.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Donald J. Newcomb, Notary Public			
1.16 Agency Signature  Date: 4/29/19		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
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:  On: 5/10/19			
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.

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
SCOPE OF SERVICES**

Joe Brigham, Inc., d/b/a JBI Helicopter Services (Contractor) of 720 Clough Mill Road, Pembroke, NH 03275 (VC#155648-8002) is being contracted by the Department of Safety, Division of State Police (State Agency) to provide maintenance, service and inspections on the State Police Bell 407 helicopter.

The contract will become effective upon Governor and Council approval through June 30, 2022. Contract may be extended for one (1) two (2) year term at the option of the State Agency alone. The State Agency will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Scope of Services:

The scope of services shall include all scheduled and unscheduled maintenance and inspections, all scheduled and unscheduled service repairs, parts, lubricants, filters and oils for a Bell Helicopter 407 with a Rolls Royce 250C47B-turbine engine serial number CAE-847573.

The maintenance projection is for approximately 200 flight hours per year.

Services to be Rendered:

- Scheduled maintenance of the helicopter for the contract period shall be in accordance with the applicable technical manuals for the Bell Helicopter 407 model in compliance with applicable FAA requirements. All inspections will coincide with the manufacturer's recommended inspection checklist and conform to the inspection criteria where applicable.
- Maintenance will be scheduled as agreed upon between the State Agency and the Contractor. The Contractor will immediately notify the State Agency of any unacceptable conditions determined by the inspections or during services.
- Any unscheduled repairs/conditions (emergency repairs) determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. Prior written approval from Business and Projects Administration is required on all unscheduled repairs/conditions (unanticipated repairs). All unscheduled maintenance repairs/conditions (unanticipated repairs) will be made as additional payments to the Contractor under the contract for repairs and services not included in *Projected Maintenance Schedule*.
- Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the vendor are

permissible; however, the terms of this proposal are controlling unless the State Agency and the Contractor mutually agree to deviations.

- The helicopter will be delivered to the Contractor for service unless another or alternate location is mutually agreed upon between the State Agency and the Contractor.

Annual Pilot Training:

Bell 407 Helicopter Annual re-Currency Pilot Training Fiscal Years 2020-2022

- The Contractor will also be contracted to provide ground and flight instructors for Bell Helicopter Procedures Training for two (2) New Hampshire State Police pilots.
- It is understood that the cost of the instructors is split evenly between the number of pilots participating in the training. Bell does not provide an estimate of the cost of the share per pilot for this training as it is dependent upon the total (including non-State Police personnel) number of pilots who actually attended the training. It is further agreed that the Division of State Police will provide a Bell 407 helicopter that is owned by the Department of Safety State Police for the training and that the helicopter is used to perform governmental functions. The training is normally scheduled in December to occur the following spring.

Projected Maintenance Schedule

Projected Maintenance FY20-FY22
Bell 407 Helicopter

Projected Maintenance - Bell 407 Helicopter N366SP - The following maintenance is projected for a three (3) year period beginning July 1, 2019 through June 30, 2022, with an option to renew for one (1) two (2) year term, for the Bell 407. Scheduled maintenance prices shall include all parts and labor and shall be in accordance with all applicable technical manuals for a Bell 407 Helicopter and all FAA requirements. The projection is based on 200 flight hours per year. Current Hobbs time - 1970.4 Starts: 2225 RINS: 3874 (As of 1/29/19)

N366SP	Service	Total Number of Occurrences FY20	July 2019 to June 2020 Price per Service	Extension	Total Number of Occurrences FY21	July 2020 to June 2021 Price per Service	Extension	Total Number of Occurrences FY22	July 2021 to June 2022 Price per Service	Extension
1	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due Annually or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO, AF Inspection	1	\$7,840.00	\$7,840.00	1	\$8,100.00	\$8,100.00	1	\$8,500.00	\$8,500.00
2	12 month/Annual inspection per FAR 91.409 (a)(1)	1	\$5,155.00	\$5,155.00	1	\$5,455.00	\$5,455.00	1	\$5,855.00	\$5,855.00
3	Rolls Royce 150 hour inspection	1	\$1,870.00	\$1,870.00	1	\$2,200.00	\$2,200.00	1	\$2,350.00	\$2,350.00
4	Rolls Royce 300 hour inspection	1	\$1,855.00	\$1,855.00	1	\$2,100.00	\$2,100.00	1	\$2,300.00	\$2,300.00
5	12 month mast inspection	1	\$95.00	\$95.00	1	\$95.00	\$95.00	1	\$95.00	\$95.00
6	Airframe fuel filter replacement	1	\$250.00	\$250.00	1	\$262.50	\$262.50	1	\$275.00	\$275.00
7	CEFA Fuel Filter	1	\$410.00	\$410.00	1	\$430.50	\$430.50	1	\$452.00	\$452.00
8	CEFA Oil filter	1	\$190.00	\$190.00	1	\$199.50	\$199.50	1	\$209.40	\$209.40
9	24 Month Transponder Inspection FAR 91.413 Due 6/30/20	1	\$400.00	\$400.00	0			1	\$400.00	\$400.00
10	24 month inspection - Fuel system/light controls	1	\$360.00	\$360.00	0			1	\$360.00	\$360.00
11	50 hr Thomas coupling inspection/adjustment	3	\$150.00	\$450.00	3	\$150.00	\$450.00	3	\$150.00	\$450.00
12	50 hr/3-month swashplate & pitchlink lubrication	3	\$150.00	\$450.00	3	\$150.00	\$450.00	3	\$150.00	\$450.00
13	300 hr/3-month tail rotor pitch mechanism lube	3	\$90.00	\$270.00	3	\$90.00	\$270.00	3	\$90.00	\$270.00
14	150 hr lubrication tail rotor driveshaft splines	1	\$180.00	\$180.00	1	\$180.00	\$180.00	1	\$180.00	\$180.00
15	100 hr Inspections - Accessories plus *Main Rotor Yoke *Rappelling Fixtures & Hardware *Snow Deflector & Hardware *Quick Mounts- FLIR & Spotlight	2	\$312.00	\$624.00	2	\$312.00	\$624.00	2	\$312.00	\$624.00
16	100 hour/6-month Skid Tube inspection	2	\$95.00	\$190.00	2	\$95.00	\$190.00	2	\$95.00	\$190.00
17	Rotor brake disk 3000 Hr, OH	0	\$720.00	\$720.00	0	\$720.00	\$720.00	0	\$720.00	\$720.00
18	Rotor brake 600 hr, inspection TE 407-02-36 Dye 24215	0	\$720.00	\$720.00	1	\$720.00	\$720.00	0	\$720.00	\$720.00
19	ELT Battery - Due April 2023	0	\$9,972.55	\$9,972.55	0	\$9,972.55	\$9,972.55	0	\$9,972.55	\$9,972.55
20	Transmission, Freewheeling unit, Mast, Tail Rotor Gearbox 60 month inspections - Due April 2022	0	\$9,972.55	\$9,972.55	0	\$9,972.55	\$9,972.55	1	\$9,972.55	\$9,972.55
21	Compressor Wash	4	\$95.00	\$380.00	4	\$95.00	\$380.00	4	\$95.00	\$380.00
22	Landing Lamps	4	\$150.00	\$600.00	4	\$150.00	\$600.00	4	\$150.00	\$600.00
23	Tail Position Lamps	2	\$700.00	\$1,400.00	2	\$700.00	\$1,400.00	2	\$700.00	\$1,400.00
24	Right & Left Position Lamps	4	\$325.00	\$1,300.00	4	\$325.00	\$1,300.00	4	\$325.00	\$1,300.00

25	Strobe anti-collision lights P/N A469B flashtube	2	\$860.00	\$1,320.00	2	\$860.00	\$1,320.00	2	\$860.00	\$1,320.00
26	Hydraulic pump spline tube 300 hr	1	\$180.00	\$180.00	1	\$180.00	\$180.00	1	\$180.00	\$180.00
27	Cargo hook 5 year OH	1	\$1,300.00	\$1,300.00	0	\$1,300.00	\$1,300.00	0	\$1,300.00	\$1,300.00
28	Aircraft main battery	1	\$6,670.86	\$6,670.86	1	\$6,670.86	\$6,670.86	1	\$6,670.86	\$6,670.86
29	Night vision goggle 180 day inspections	6	\$480.00	\$2,880.00	6	\$480.00	\$2,880.00	6	\$480.00	\$2,880.00
30	Flight Deck NVG Inspection per REB Tech ICA Document #98020407 Rev C due every 100 hrs or annual	2	\$95.00	\$190.00	2	\$95.00	\$190.00	2	\$95.00	\$190.00
31	Sky Trac monthly fees - Per month - \$45 per computer and \$15 per mobile device where info is tracked to. .06 cents per every 2 minutes to transmit data when turned on	12	\$100.00	\$1,200.00	12	\$100.00	\$1,200.00	12	\$100.00	\$1,200.00
32	1200 hr/24 month fuel system and flight control inspection Bell MM Cn 5-15/Ch 5-16 Due 6-15-20, 6-15-22 & 6-15-24 (optional)	1	\$1,350.00	\$1,350.00	0	\$1,350.00	\$1,350.00	1	\$1,350.00	\$1,350.00
33	AD 2015-05-04 IAW ASB 407-11-95 Part II 50 hr Longeron Inspection	4	\$95.00	\$380.00	4	\$95.00	\$380.00	4	\$95.00	\$380.00
34	AD 2012-18-09 IAW ASB 407-10-93 300 hr Tailboom attach bolt torque check	1	\$95.00	\$95.00	0	\$95.00	\$95.00	1	\$95.00	\$95.00
35	TB 407-09-88 300 hr TR Pitch horn bolt torque check	1	\$95.00	\$95.00	0	\$95.00	\$95.00	1	\$95.00	\$95.00
36	AD 2013-12-07 IAW ASB 407-08-84 Part II 300 hr Tailboom inspection	1	\$234.00	\$234.00	0	\$234.00	\$234.00	1	\$234.00	\$234.00
37	ASB 407-10-92 300 hr TR blade inspection	1	\$95.00	\$95.00	0	\$95.00	\$95.00	1	\$95.00	\$95.00
38	AD 2018-10-06 TRDS 330 hour inspection IAW ASB 407-16-113	1	\$360.00	\$360.00	0	\$360.00	\$360.00	1	\$360.00	\$360.00
39	FLIR Desiccant cartridge P/N 4115708	12	\$235.00	\$2,820.00	12	\$235.00	\$2,820.00	12	\$235.00	\$2,820.00
40	Nitrogen Tank for monthly FLIR Gimbal Purge	2	\$75.00	\$150.00	2	\$75.00	\$150.00	2	\$75.00	\$150.00
41	Per Bell Maint Manual - 2500 hour OH on: MR Hub Assy P/N 407-010-100-115 MR Mast Assy P/N 407-040-011-103 MR Yoke Assy P/N 407-010-101-101 Pitch Horns X4 P/N 407-010-103-107 Upper Plate P/N 406-010-115-119 (Retire) Lower Plate P/N 406-010-117-115 (Retire) Lower Cone Seat P/N 407-010-107-103 Swashplate and Support P/N 406-010-401-117 Swashplate Outer Ring P/N 406-010-411-117 Swashplate Inner Ring P/N 406-010-410-121 Collective Lever P/N 406-010-408-101 Collective Idler Link P/N 406-010-407-101 Support Assy P/N 406-010-406-119 Sleeve Assy P/N 406-010-409-107 Transmission Top Case P/N 406-040-052-109 Input Drive Shaft P/N 206-340-300-107 Free-wheeling Unit P/N 406-040-500-131 Tail Rotor Hub P/N 407-012-101-107 HMU P/N 23075029 Due 2500.0	0			1	\$139,557.50	\$139,557.50	1	\$143,673.71 Pricing for 2500hr overhauls are not done in year 2 (two)	\$143,673.71 Pricing for 2500hr overhauls are not done in year 2 (two)

Projected Maintenance FY20-FY22
Bell 407 Helicopter

42	Starter Generator 1000 OH Due 2916.1	0			0			0		
43	1200 hour/ 12 month TrakkaBeam inspection per Pub #508500-1000003 Rev A page 132	1	\$280.00	\$280.00	1	\$280.00	\$280.00	1	\$280.00	\$280.00
44	600 hour/6 month TrakkaBeam inspection per pub # 508500-1000003 Rev A page 130	1	\$95.00	\$95.00	1	\$95.00	\$95.00	1	\$95.00	\$95.00
45	Bleed Valve OH Due 2962.2	0			0			0		
46	Royco 560 Turbine Engine Oil (Quart)	10	\$17.76	\$177.60	10	\$17.76	\$177.60	10	\$17.76	\$177.60
47	Royco 555 TX oil (quart)	2	\$20.50	\$41.00	2	\$20.50	\$41.00	2	\$20.50	\$41.00
48	758 Hydraulic oil (quart)	2	\$17.57	\$35.14	2	\$17.57	\$35.14	2	\$17.57	\$35.14
49	Aeroflaze wax by Aeromagnolia 1 Can	1	\$25.00	\$25.00	1	\$25.00	\$25.00	1	\$25.00	\$25.00
	Maintenance total		\$33,247.69	\$44,242.60		\$170,413.69	\$181,406.60		\$44,291.75	\$55,286.66
	Consumables - percentage 2%		\$648.00	\$864.00		\$864.00	\$864.00		\$820.00	\$1,036.12
	Pilot training X2		\$6,400.00	\$6,400.00		\$6,700.00	\$6,700.00		\$7,000.00	\$7,000.00
	Total		\$40,293.69	\$51,506.60		\$177,977.69	\$188,972.60		\$52,111.75	\$63,322.78

NOTE: The cost per service shall include all labor, filters, seals, gaskets, fluids or lubricants necessary to perform each routine service and any follow-up re-torquing. Discrepancies will be covered under unscheduled maintenance

UNSCHEDULED MAINTENANCE and REPAIRS
(Change Order Requests)

Any and all unscheduled maintenance or repairs shall be initiated by the State. Upon request from the State the vendor shall provide a written probable cost estimate to include estimated hours, parts, supplies and materials.

The State has no intention of supplying maintenance parts. It may however add specialized equipment obtained from other vendors such as thermal imaging, night vision, etc. in which case the only pay the hourly installation rate.

Unscheduled Maintenance and Repairs:

Hourly Shop Rate: \$95.00
\$142.50 (overtime/weekends)

Discount off Manufacturer List Price: 5%

Work shall not occur until a Change Order Request has been executed by the Parties

SCHEDULED MAINTENANCE FACILITY

All scheduled and routine services shall be performed at:

Name: JBH Helicopters
Street Address: 720 Clough Mill Rd
City/ Town: Pembroke
State: NH

OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor is the bidder equipped to perform the required maintenance at the State Police Hangar in Concord or remote site, please provide the billable Travel and Hourly Rates. Such additional work shall require a Change Request Order.

Travel Rate (\$/Mile): \$1.00
Hourly Rate: \$95.00
 \$142.50 (overtime/weekends)

**EXHIBIT B
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the Department of Safety, Division of State Police as work is completed during the contract period.

The Department of Safety, Division of State Police agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance. The Contractor agrees not to exceed the contract total of \$318,801.98.

The State Agency will have the authority to adjust encumbrances in each of the State Agency's fiscal years through the Budget Office if needed and justified.

The appropriate account numbers for the P-37 form, section 1.6 are:

02-23-23-234015-40060000-Dept. of Safety-Div. of State Police-Aircraft Traffic Surveillance
020-500235 - Current Expenses - Vehicle Maintenance

	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>TOTAL</u>
Contract	\$51,506.60	\$188,972.60	\$63,322.78	\$303,801.98
Unanticipated Repairs	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	<u>\$ 15,000.00</u>
TOTAL	\$56,506.60	\$193,972.60	\$68,322.78	\$318,801.98

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

SECRETARY'S CERTIFICATE

OF

**JOE BRIGHAM, INC. d/b/a JBI Helicopter Services
(a New Hampshire corporation)**

I, Donna Newcomb, do hereby certify that I am the duly elected Secretary of Joe Brigham, Inc., a New Hampshire corporation d/b/a/ JBI Helicopter Services (the "Corporation"), that I am authorized to issue this certificate, and do further certify that the following is a true, correct and complete copy of resolutions adopted by the directors and shareholders of the Corporation on 3/27/2019; which resolutions have not been amended, rescinded or modified since their adoption and remain in full force and effect as of the date hereof.

RESOLVED:

That, Raymond Newcomb, CEO, and Kurt West, President (collectively, the "Authorized Officers") and each is an "Authorized Officer") be, and each them individually hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver, any and all agreements, contracts, applications, instruments and documents as necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof), to conduct business with the State of New Hampshire for the 2019 calendar year; and that any and all such actions heretofore or hereafter taken by an Authorized Officer relating to and within the terms of this resolution be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Dated: 4/10/19

By: Donna J. Newcomb
Name: Donna Newcomb
Title: Secretary

State of New Hampshire

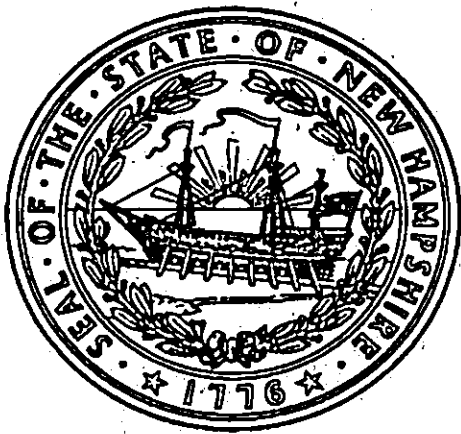
Department of State

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 Profit Corporation registered to transact business in New Hampshire on February 10, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 59793

Certificate Number: 0004493426



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2019

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 AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: AirSure Limited	FAX (A/C, No): 303-526-5303		
	PHONE (A/C, No, Ext): 303-526-5300	E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #:				
INSURER(S) AFFORDING COVERAGE			%	NAIC #
INSURER A: Allianz Global Risks US Insurance Co			50	35300
INSURER B: Starr Indemnity & Liability Company			50	38318
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				

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:** 48111971 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	A2GA000749818AM & SASICOM6000541809	12/1/2018	12/1/2019	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	\$	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 IN FLIGHT	\$10,000,000.	EA AIRCRAFT	\$10,000,000.	EA OCC	
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	\$	
	Independ Contractors	<input checked="" type="checkbox"/>	\$25,000,000	EA OCC	\$	
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached 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.

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capital St., Room 102
Concord, NH 03301

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

(CO) Rob Wetzlg 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2019

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).

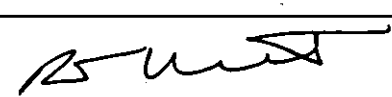
PRODUCER AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: AirSure Limited	
	PHONE (A/C No, Ext): 303-528-5300	FAX (A/C No): 303-528-5303
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
INSURER B: Allianz Global Risks US Insurance Co - 50%		35300
INSURER C: Starr Indemnity & Liability Company - 50%		38318
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 48111997 **REVISION NUMBER:**

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

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A2GA000749818AM Excess Employers Liabilit	12/1/2018	12/1/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC077710982	7/7/2018	7/7/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capital St., Room 102 Concord, NH 03301	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  (CO) Rob Wetzig
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