



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

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

May 10, 2020

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 Concord Aviation Services, LLC (VC #170183-B001), 71 Airport Road, Concord, NH, in an amount not to exceed \$650,809.37, for the purpose of providing scheduled and unscheduled maintenance, repairs, and inspections of the State Police Cessna 182T aircraft. Effective upon Governor and Council through June 30, 2023, with an option to renew for one (1) one (1)-year term at the discretion of the State of New Hampshire. Funding source: 48.98% General Funds/28.31% Turnpike Funds/22.71% Highway Funds.

Funds are available in the SFY2021 operating budget and contingent upon availability and continued appropriations in SFY2022 and SFY2023 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

Contract	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>TOTAL</u>
	\$241,756.19	\$123,913.53	\$270,139.65	\$635,809.37
Unanticipated Repairs	<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>\$15,000.00</u>
	\$246,756.19	\$128,913.53	\$275,139.65	\$650,809.37

Explanation

This contract will provide maintenance and repairs to the State Police Cessna 182 aircraft. Any unscheduled maintenance requirements will be billed at shop rate plus parts. Scheduled and unscheduled maintenance as well as repairs of the Cessna will be conducted in compliance with applicable Federal Aviation Administration (FAA) requirements and in accordance with the applicable technical manuals for this aircraft model. All inspections will be scheduled as recommended by the manufacturer and will conform to the inspection criteria provided in applicable federal aviation regulations.

The Division of State Police posted a Request for Proposal (RFP DOS 2020-05) on the Purchase & Property website from March 2, 2020 through April 1, 2020. Concord Aviation Services, LLC submitted the sole proposal.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL						
RFP # RFP DOS 2020-05		SERVICES BID: NHSP CESSNA AIRCRAFT MAINTENANCE				
DATE POSTED: 3/2/2020		DATE CLOSED: 4/1/2020				
RFP SCORING SUMMARY:						
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME CONCORD AVIATION SVCS	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME*
1. Vendor Experience/References	20	18.6				
2. Evaluation Report Turnaround Time	20	18.8				
3. Service Location	20	19.8				
4. Pricing	40	33.8				
5.						
TOTAL POINTS	100	91				

DEFINITIONS OF EACH SCORING CRITERIA	
1.	Vendor Experience/References – Years of experience and type of current customers
2.	Evaluation Report Turnaround Time – Ability to return Cessna Aircraft to ready flight status
3.	Service Location – Location of service facility from State Police hangar at Concord Airport
4.	Pricing – Total cost of servicing the Cessna Aircraft required maintenance
5.	

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Captain Michael Connerford	Field Area Commander; oversees the operations of Troop D, E and the State House and State Office complex in Concord.
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.
TFC Sean Faherty	Acting Commander of New Hampshire State Police Special Enforcement Unit within Special Services; 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.
Lt. John Mullen	Commander of Professional Standards of Unit since 2016, oversees all administration of personal complaints, use of force, pursuits and personnel matters to the Colonel of the State Police.
Pilot Mark Johnson	Pilots the State Police Bell 407 Ranger Helicopter and the fixed wing Cessna 182 T, maintains situational awareness to report go no-go aviation missions.

FORM NUMBER P-37 (version 12/11/2019)

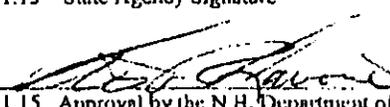
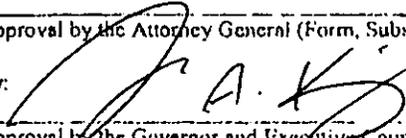
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Concord Aviation Services, LLC		1.4 Contractor Address 71 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-2267	1.6 Account Number AU 4006	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$650,809.37 Not to Exceed
1.9 Contracting Officer for State Agency Kevin Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature  Date: 4/22/20		1.12 Name and Title of Contractor Signatory DAVID M. ROLLA, MANAGER	
1.13 State Agency Signature  Date: 5/14/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B
SCOPE OF SERVICES**

Concord Aviation Services, LLC (Contractor) of Concord, NH, is being contracted by the Department of Safety, Division of State Police Aviation Unit (State Agency) to provide maintenance, inspections and repairs on the Cessna 182T aircraft.

The contract will become effective upon Governor and Council approval for the period July 1, 2020 through June 30, 2023. Contract may be extended for one (1) one (1)-year term at the option of the State Agency alone.

The State will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

The Contractor shall provide scheduled and unscheduled maintenance and inspections, all scheduled and unscheduled service repairs, parts, lubricants and oils for the Cessna 182T Serial #18281206, with a Lycoming IO-540-AB1A5, S/N RL-20111-48E.

The maintenance projection is for approximately 1,000 flight hours per year.

Contractor shall provide the following services:

- Scheduled maintenance [as per *Attachment A – Bid Offer: Projected Maintenance Schedule* (pages 7 to 9) of the contract] of the airplane for the contract period shall be in accordance with the applicable technical manuals for the Cessna 182T model in compliance with applicable FAA requirements. All inspections will coincide with the manufacturer's recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC43-13-1B/2B, 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 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. All unscheduled maintenance repairs/conditions will be made as additional payments to the Contractor as unencumbered payments under the contract for repairs and services not included in *Attachment A – Bid Offer: Projected Maintenance Schedule* (pages 7 to 9).
- Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the Contractor, i.e., Avionics/IFR inspections, are

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

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

**EXHIBIT C
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the State of New Hampshire, 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 \$650,809.37.

ATTACHMENT A-4B OFFER: PROJECTED MAINTENANCE SCHEDULE

Bid Offer:

Projected Maintenance - Caseme N366NH - The following maintenance is projected for a three (3) year period beginning July 1, 2020 through June 30, 2023, with an option to renew for one (1) one (1) year term, for the Caseme 182T, Serial #18282106, with a Lycoming IO-540-AB1A5, S/N RL-20111-48E, installed with D time SMOH Feb, 2017. Scheduled maintenance prices shall include all parts and labor and shall be in accordance with all applicable technical manuals for a Caseme 182T model and a Lycoming IO-540-AB1A5 model engine, and all FAA requirements. The projection is based on 1000 flight hours per year. Current Tech time - 5086.5 (as of 02/19/2020)

N366NH	Service	FY2020			FY2021			FY2022		
		Total Number of Occurrences	Estimate	Extension	Total Number of Occurrences	Estimate	Extension	Total Number of Occurrences	Estimate	Extension
1	Annual Inspections (Feb 2021, 2022 & 2023) (Contract 2024 & 2025)	3	\$2,078.00	\$2,078.00	3	\$2,181.00	\$2,181.00	3	\$2,291.00	\$2,291.00
2	200 Hour Engine Oil Filter Change	2	\$1,703.33	\$1,329.97	2	\$1,788.50	\$1,008.00	2	\$1,877.82	\$1,801.28
3	10 Hour Engine Oil Filter Change	10	\$349.50	\$3,495.00	10	\$360.06	\$3,600.60	10	\$385.37	\$3,853.70
4	Time including mounting of VHF, Gear (Contract 800-6)	2	\$343.00	\$687.00	2	\$360.44	\$721.35	2	\$378.71	\$757.42
5	Time including mounting of VHF, Gear (Contract 800-5)	1	\$306.00	\$306.00	1	\$321.30	\$321.30	1	\$337.37	\$337.37
6	Tire Tapes (2 per)	2	\$278.90	\$557.80	2	\$292.17	\$584.34	2	\$304.67	\$609.34
7	Tire Tubes (2 per)	2	\$278.13	\$556.26	2	\$291.54	\$583.08	2	\$303.78	\$607.56
8	Spark Plugs (500 of 12) LIFE/MAKE (as per 117 LIFE/MAKE (as per))	4	\$945.00	\$3,780.00	4	\$992.25	\$3,969.00	4	\$1,041.80	\$4,167.44
9	Adapters	1	\$1,854.00	\$1,854.00	1	\$1,738.70	\$1,738.70	1	\$1,823.54	\$1,823.54
10	Aircraft Main Battery Replacement	2	\$902.26	\$1,804.52	2	\$1,010.37	\$2,020.74	2	\$1,080.89	\$2,161.78
11	Van Lamp	2	\$3,778.69	\$7,557.38	2	\$3,955.48	\$7,910.96	2	\$4,163.78	\$8,327.56
12	Landing Light	2	\$3,116.42	\$6,232.84	2	\$3,272.24	\$6,544.48	2	\$3,435.85	\$6,871.70
13	Integrator Antenna (2 per)	2	\$542.84	\$1,085.68	2	\$591.07	\$1,182.14	2	\$620.64	\$1,241.28
14	Flaring Beacon Light Sub	2	\$538.58	\$1,077.16	2	\$565.51	\$1,131.02	2	\$593.78	\$1,187.56
15	Wing Position Light Bulb	2	\$526.84	\$1,053.68	2	\$563.79	\$1,127.58	2	\$591.89	\$1,183.78
16	Tail Position Light Bulb	2	\$299.83	\$599.66	2	\$319.11	\$638.22	2	\$338.57	\$677.14
17	Scale Pads (1 set) (4 pads total, 2x18x12)	2	\$186.92	\$1,116.12	2	\$195.37	\$1,171.82	2	\$205.09	\$1,230.54
18	Static Discharge (1 set) (4 pads total, 2x18x12)	2	\$280.83	\$571.66	2	\$273.06	\$546.12	2	\$287.34	\$574.68
19	Wash Strips (2 per)	2	\$450.50	\$1,251.50	2	\$473.03	\$1,418.09	2	\$495.88	\$1,488.04
20	500 hour 3000 magenta inspection - includes all P/N 00031 - EACH MAG	6	\$1,368.80	\$10,951.44	6	\$1,437.38	\$11,400.04	6	\$1,509.75	\$12,074.00
21	24 month Pilot Seat System (P/N) Check, due April 2022 (Contract 2024)	6	\$450.00	\$0.00	6	\$472.50	\$472.50	6	\$498.19	\$0.00
22	24 month Transponder Inspection, due April 2022 (Contract 2024)	6	\$250.00	\$0.00	6	\$262.50	\$262.50	6	\$275.63	\$0.00
23	Caseme maintenance records	2	\$10.00	\$10.00	2	\$10.20	\$10.50	2	\$11.07	\$11.03
24	500 hour Airframe elements inspection	2	\$241.13	\$482.26	2	\$253.19	\$506.38	2	\$265.85	\$531.70
25	2000 hour Engine, propeller and accessories overhaul due at Tech 8710	1	\$142,000.00	\$142,000.00	1	\$149,100.00	\$0.00	1	\$156,555.00	\$156,555.00
26	Exhaust Valve Guide Reaming	1	\$1,900.00	\$11,400.00	1	\$1,995.00	\$11,970.00	1	\$2,094.75	\$12,568.50
27	Vacuum pump replacement AS211822	1	\$882.70	\$882.70	1	\$905.85	\$905.85	1	\$951.13	\$951.13
28	Engine cylinder overhaul at 1000 hour due Tech 8710	1	\$17,830.26	\$0.00	1	\$18,721.77	\$18,721.77	1	\$19,657.85	\$0.00
29	Pitot probe electric zero-493 - touch	1	\$1,405.00	\$1,495.00	1	\$1,580.75	\$1,589.75	1	\$1,648.24	\$1,848.24
30	Master Avionics 1000 hr switch replacement per Caseme 88 11-34-22 Rev 01 due Tech 8600	1	\$115.00	\$115.00	1	\$120.75	\$120.75	1	\$126.79	\$126.79
31	Mastor assembly replacement	1	\$16,800.00	\$16,800.00	1	\$17,430.00	\$17,430.00	1	\$18,301.50	\$18,301.50
32	AO 2013-11-1, 2000 hour air pressure switch replacement due Tech 8907	1	\$274.00	\$274.00	1	\$287.75	\$0.00	1	\$302.14	\$0.00
33	Philips 20W/20 JC engine oil-12 of cases	14	\$138.00	\$1,932.00	14	\$144.50	\$2,023.00	14	\$152.15	\$2,130.10
34	Carson X Aircraft Cleaner (or equivalent) - 65 gallon drum	1	\$2,429.79	\$2,429.79	1	\$2,551.28	\$2,551.28	1	\$2,678.84	\$2,678.84

Contractor Initial: 
 Date: 4/27/20

35	ELT Battery PAI 423-400 or equivalent, due March 2023	16	\$425.84	\$0.00	\$425.84	\$0.00	\$425.84	\$0.00
36	American Standard battery replacement	1	\$1,405.10	\$1,405.10	\$1,475.36	\$1,475.36	\$1,475.36	\$1,475.36
37	New York and Montreal Regional Maps	8	\$10.00	\$80.00	\$10.50	\$84.00	\$11.03	\$88.18
38	Airport Facility Directory-Northeast Chart Supplement	10	\$10.00	\$100.00	\$10.50	\$105.00	\$11.03	\$110.30
39	1 Case of Castguard oil additive (Wesler - 15oz. Gallon)		\$405.00	\$405.00	\$425.25	\$425.25	\$446.51	\$446.51
40	AeroGLUE - sold by AeroMagnum (Four - 1 gallon Jug)		\$267.78	\$267.78	\$281.15	\$281.15	\$295.21	\$295.21
41	Hourly Labor rate for unscheduled maintenance and repairs		\$75.00	\$0.00	\$85.00	\$0.00	\$95.00	\$0.00
	Consumables - % of major		%		%		%	
	GRAND TOTAL	3	\$241,758.57		\$241,758.57		\$241,758.57	

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 state will only pay the hourly installation rate.

Unscheduled Maintenance and Repairs:

Hourly Shop Rate: \$75.00 per hour \$85.00 per hour \$95.00 per hour
\$112.50 per hour (overtime/weekends) \$127.50 per hour (overtime/weekends) \$142.50 per hour (overtime/weekends)
Discount off Manufacturer List Price: none

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: <u>Concord Aviation Services</u>	Name: <u>Concord Aviation Services</u>	Name: <u>Concord Aviation Services</u>
Street Address: <u>71 Airport Road</u>	Street Address: <u>71 Airport Road</u>	Street Address: <u>71 Airport Road</u>
City/Town: <u>Concord</u>	City/Town: <u>Concord</u>	City/Town: <u>Concord</u>
State: <u>NH 03301</u>	State: <u>NH 03301</u>	State: <u>NH 03301</u>

OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor or 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): \$0.575 per mile or current IRS standard mileage rate

Hourly Rate: \$75.00 per hour \$85.00 per hour \$95.00 per hour
\$112.50 per hour (overtime/weekends) \$127.50 per hour (overtime/weekends) \$142.50 per hour (overtime/weekends)

Contract No: 4177120
Date: 4/17/20

Concord Aviation Services, LLC

Special Meeting of the Members by Written Consent

The Undersigned, being all of the Members of Concord Aviation Services, LLC, a New Hampshire limited liability company, hereby consent in writing to the following action:

RESOLVED:

The Company is authorized to enter into a contract for services provided in the Bid for Cessna Aircraft Maintenance RFP DOS2020-05 for use by the Department of Safety, Division of State Police, with this State of New Hampshire.

RESOLVED:

That David M. Rolla, as Manager under the Company's Limited Liability Agreement, is hereby authorized on behalf of the Company to execute any documents, which may, in his judgment, be desirable or necessary to affect the purpose of this resolution.

MEMBERS:



David M. Rolla



Robert A. Rolla

Intended Effective Date:

24 April 2020

State of New Hampshire

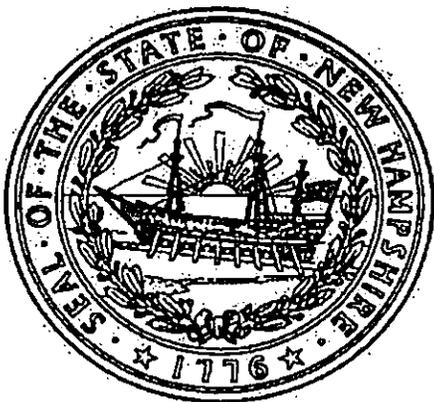
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD AVIATION SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 13, 2014. 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: 717565

Certificate Number: 0004898539



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF INSURANCE**THIS IS TO CERTIFY TO:**

NH Dept of Safety
Division of State Police
33 Hazen Drive
Concord, NH 03302

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Anvab, Inc. & Concord Aviation Services, LLC
71 Airport Road
Concord, NH 03301

POLICY NUMBER: NAF6033033
POLICY PERIOD: From June 10, 2020 To June 10, 2021
INSURANCE COMPANY: Endurance American Insurance Co.

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

As respects the above certificate holder:

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization, but only with respect to liability arising out of the Named Insured's aviation operations. In addition, notwithstanding any provision in the policy to the contrary, the Company waives its rights of subrogation against Additional Insured. This waiver shall not affect any of the Insured's own rights under this contract.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 10, 2020.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: 
W. Brown & Associates Insurance Services

Date of Issue: June 8, 2020
Certificate No.: 4

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

71 Airport Road, Concord, NH

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$10,000,000
Products-Completed Operations Aggregate Limit	\$5,000,000
Personal Injury & Advertising Injury Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$5,000
Each Occurrence	\$25,000
Hangarkeepers' Each Loss Limit	\$5,000,000
Hangarkeepers' Each Aircraft Limit	\$5,000,000
Hangarkeepers' Deductible(s): \$5,000 per aircraft/\$10,000 as respects jet and turbine-powered aircraft	
Property Damage Deductible(s): \$5,000 per claim/\$10,000 as respects jet and turbine-powered aircraft	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2020

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).

PRODUCER Avion Insurance Agency, Inc. 1307 S International Pkwy Suite 1071 Lake Mary, FL 32746	CONTACT NAME: Stacey Plante PHONE (A/C, No., Ext.): 407-936-6800 E-MAIL ADDRESS: stacey@avioninsurance.com	FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Anvab, Inc. and Concord Aviation Services, LLC 71 Airport Road Concord, NH 03301	INSURER A: Praetorian Insurance Company	NAIC # 37257
	INSURER B:	NAIC # 37257
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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. SUBR. INSD. 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 - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accid/ptl) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ 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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A N AWC0500417	06/13/2020	06/13/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

This Certificate provides Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Safety
 Division of State Police
 33 Hazen Drive
 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

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