

CONTRACT NUMBER SHS-12-005-TwinEHelis
Title: Light Twin-Engine Helicopters

THIS AGREEMENT, made and executed in triplicate, shall be effective this 19th day of, March 2013

BY AND BETWEEN Bell Helicopter Textron, Inc.

(hereinafter designated as "Contractor"), party of the first part, and the Department of Safety and Homeland Security, created under the laws of the State of Delaware (hereinafter designated as DSHS), party of the second part. The Contractor and DSHS are referred to collectively as the "Parties".

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DSHS, agrees with said DSHS as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The scope of work and specifications set forth in (1) the State Of Delaware Light/Medium Twin Engine Helicopters Request for Proposal Contract No. SHS-12-005-TwinEHelis, dated 25 September 2012 (2) Contractor's Proposal response X7:VR-011-066, dated 29 November 2012 (3) Contractor's Best and Final Offer X7:MAS:MS-12-0076, dated 11 January 2103 at a total contract price of \$17,734,457.00 (seventeen million seven hundred thirty-four thousand four hundred fifty seven) and (4) Contractor's Response to Best and Final Offer Requests from the Delaware State Police (DSP), dated 15 February 2013 are incorporated herein by reference in their entirety and form an integral part of this contract.

ARTICLE TWO: It is understood and agreed by and between the Parties hereto that all items and/or work included in this contract is to be done under the direction of the said Cabinet Secretary and that the Cabinet Secretary decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the Parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original Proposal and Specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be subcontracted without the previous written consent of DSHS, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Cabinet Secretary shall be of the opinion and shall certify in writing to DSHS that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision