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# CONTRACT

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STATE OF DELAWARE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
P.O. Box 818  
DOVER, DELAWARE 19903

**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

of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, DSHS may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as DSHS may designate and DSHS may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this Article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting DSHS shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall not be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to DSHS for the completion of the work.

**ARTICLE FOUR:** It is further mutually agreed between the Parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

**ARTICLE FIVE:** It is acknowledged that DSHS accepts the exception regarding fixed price taken in Contractor's proposal X7:VR-011-066 dated 29 November 2012, Appendix "C", Exhibit 3 and accepts the exception taken to Indemnification with the removal of "in whole" from the final sentence to Clause 19. INDEMNIFICATION, Paragraph a. General Indemnification.

**Article Six:** The trade-in of the DSHS model 407 serial number 53407 and the DSHS model 412EP serial number 36425 helicopters will be conducted in accordance with terms of the Exhibit 1, Bell Helicopter Trade-In Agreement Number:T-36425 to be executed by the Parties as part of this contract.

**Article Seven:** The payments to the Contractor shall be in accordance with the Exhibit 2, Contract Price and Payment Schedule.

**Article Eight:** Delivery of the two (2) model 429 helicopters at a DSHS designated facility shall take place no later than eighteen (18) months after the execution of this contract. The Contractor will provide DSHS with fifteen (15) calendar days written notification of the acceptance/delivery date and confirmation of delivery location.

IN WITNESS WHEREOF: the said Parties to these presents have duly executed this agreement in triplicate the day and year written below:

**SIGNED, SEALED AND DELIVERED IN  
PRESENCE OF**

**Name of Contractor**

**Seal**

**By:**

**Title:**

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**ATTEST:**

\_\_\_\_\_  
**SEAL**

\_\_\_\_\_  
**Cabinet Secretary**

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Lewis Schiliro