



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-27-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0215 4282 AVN2500000002 1	Procurement Folder:	1487298
Document Name:	Aircraft Maintenance and Repair	Reason for Modification:	
Document Description:	Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527	Award of CRFQ AVN2500000002	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-09-30
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-09-29

VENDOR

Vendor Customer Code: VS0000013277
LEIDOS INC
1750 PRESIDENTS STREET

RESTON VA 20190
US
Vendor Contact Phone: 7035787051 Extension:

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Tierra S Gable
Requestor Phone: (304) 558-0403
Requestor Email: tierra.s.gable@wv.gov

2025
FILE LOCATION _____

INVOICE TO

DEPARTMENT OF ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV 25311
US

SHIP TO

DEPARTMENT OF ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV 25311
US

Total Order Amount:

Open Er

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: *Tara* 10/2/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *11-6-24*
ELECTRONIC SIGNATURE ON FILE

Extended Description:
OPEN-END CONTRACT (CMA)

The Vendor, Leidos, Inc. of Reston, VA agrees to enter into this Open-End contract with the West Virginia Department of Administration, Aviation Division for scheduled and unscheduled maintenance on the 2007 King Air 350, N1WV, SN: FL-527 per the bid requirements, specifications, terms and conditions, Addendum No. 1 dated 08/23/2024, Addendum No. 2 dated08/23/2024, Addendum No. 3 dated 08/28/2024 and the Vendors submitted bid dated 09/05/2024 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25202500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

Extended Description:
Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): State of West Virginia Aviation Division

Vendor: Leidos, Inc. (VS0000013277)

Contract/Lease Number ("Contract"): CMA AVN2500000002

Commodity/Service: Aircraft Maintenance Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: STATE OF WV AVIATION DIVISION

By: 

Printed Name: SHAWN M. GLENN

Title: DIRECTOR

Date: 10-25-24

Vendor: Leidos, Inc.

By: 

Digitally signed by Salama
Balume:A01410D0000018218EBA8380008025F
Date: 2024.10.25 12:44:19 -04'00'

Printed Name: Salama Balume

Title: Senior Contracts Manager

Date: October 25, 2024

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one year upon award of contract _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Salama Balume, Senior Contracts Manager

(Address) 1750 Presidents Street, Reston, VA 20190

(Phone Number) / (Fax Number) 703-578-7051

(email address) Salama.N.Balume@Leidos.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Leidos, Inc.

(Company) Salama Balume

Digitally signed by Salama
Balume:A01410D0000018218EBA8380008025F
Date: 2024.09.24 15:08:04 -04'00'

(Signature of Authorized Representative)

Salama Balume, Senior Contracts Manager September 24, 2024

(Printed Name and Title of Authorized Representative) (Date)

Phone: (703) 578-7051

(Phone Number) (Fax Number)

Salama.N.Balume@Leidos.com

(Email Address)

Attachment 7 – Leidos Terms and Conditions for Aircraft Maintenance and Repair Services

1. General

1.1 Unless expressly agreed otherwise, these general terms and conditions for maintenance contracts (hereinafter "**General Terms and Conditions**") shall apply exclusively to all maintenance and services (hereinafter "**Services**") undertaken by Leidos unless expressly agreed otherwise.

1.2 The general terms and conditions of sale shall apply to the delivery of materials and parts required for the Service unless expressly agreed otherwise.

1.3 The general terms and conditions for repair contracts of Leidos shall apply to the performance of repair of aircraft by Leidos unless expressly agreed otherwise.

1.4 General terms and conditions of the customer contradicting or supplementing these General Terms and Conditions shall only apply to the extent that Leidos has expressly agreed to them in writing. Without such express agreement, Leidos' performance of Services shall in any case be provided exclusively based on these General Terms and Conditions, even if Leidos is aware of customer's general terms and conditions and executes customer's order without their express rejection.

1.5 To the extent special conditions, framework agreements, or other individual contractual agreements on the performance of Services have been agreed for individual aircraft (hereinafter "**Special Agreements**"), the Special Agreements shall take precedence over these General Terms and Conditions.

1.6 All Orders are subject to acceptance by Leidos. Nothing contained herein shall be deemed to place an obligation on Leidos to accept any Order from the Buyer. Leidos hereby reserves the right to reject any Order submitted for its acceptance. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, Order acknowledgement, invoice, or other document or information issued by Leidos shall be subject to correction without any liability. The Buyer shall be responsible for ensuring the accuracy of the terms of any Order issued by it (including any applicable specification) and upon Leidos's request, shall promptly provide all information necessary for Leidos to perform its obligations hereunder. All Orders shall specify the services and/or products being ordered pursuant to Leidos' Customer Estimate.

1.7 Upon completion of all repairs and/or maintenance services, Leidos will provide applicable airworthiness documentation.

1.8 Buyer may by written notice request changes within the general scope of this Order to any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packaging; (c) place of delivery; and (d) quantity of the Products ("Change Order"). A Change Order shall only be effective if accepted in writing by an authorized representative of Leidos. If such change increases the cost or time required to perform this Order, an equitable adjustment shall be made in the price or schedule, or both, and the Order shall be modified in writing accordingly.

2. Scope, place of performance, initial inspection

2.1 Details of the service obligation assumed by Leidos as a "Service" are primarily defined in Leidos' quotation, "Customer Estimate".

2.2 "Services" hereunder means all tasks described in the Customer Estimate.

2.3 Leidos will provide test equipment and tools required to perform the Services. Should any specialized tools and test equipment be required, Leidos will rent the items and bill the Customer accordingly.

2.4 The Customer Estimate includes all materials and parts required for the Service. Any additional materials and parts requested by the Customer, including but not limited to cleaning and care products and wear and spare parts, shall be paid separately.

2.5 All equipment being permanently removed from the aircraft shall become the property of Leidos unless previously agreed otherwise in writing.

2.6 All avionics installations include electrical and mechanical drawings, as appropriate, at no additional charge.

2.7 All avionics equipment for new installations quoted herein is factory new, unless otherwise specified, and is covered by manufacturer warranties.

2.8 Occasionally, unanticipated conditions, undocumented modifications, or production changes are encountered when working on aircraft that can result in additional labor and/or parts requirements. In such an event, we will contact you to discuss the options and obtain your approval.

2.9 Hidden damage, broken parts, or parts that require extensive repair will be additionally billed on a time and material basis and quoted prior to any repairs being made.

2.10 Inspection quotes are for the inspection labor only and do not include AD compliance, necessary discrepancy repairs, required parts, or consumable items unless specifically stated.

2.11 Any repairs and/or required parts will be billed on a time and material basis and an estimate will be provided prior to any such repairs being made.

2.12 Any aircraft components sent for overhaul, exchange, or repair may incur additional fees including core charges if the existing components are deemed to require repair or overhaul expense beyond normal expectation.

3. Services not included

3.1 The following actions are not "Services" within the meaning of these General Terms and Conditions and shall be provided by Leidos only on the basis of a separate order and against separate remuneration:

- a) Any services not specifically called out in the Customer Estimate, and
- b) the replacement of parts necessary due to external influences, such as improper handling or other actions or omissions by the customer or third parties, as well as by other circumstances beyond Leidos' control, including force majeure (in particular fire, earthquake, flood, etc.); and
- c) rectification of minor wear and tear or the replacement of equipment-specific consumables, unless such work can be carried out without significant expenditure of time, labor and materials as part of the Services; and
- d) additional costs and work caused by relocation of the aircraft.

3.2 Leidos will assume the actions referred to in Article 3.1 only against separate remuneration on the basis of a separate agreement, provided that the nature of the Service to be performed and the further deployment schedule of the service personnel permits it.

4. Service Personnel

4.1 Leidos will have the Services performed by trained system or aircraft specialists.

4.2 Leidos shall be entitled to subcontract the Service to third parties.

5. Maintenance Times

5.1 Leidos will agree a date with the customer for the performance of the Services. If Leidos or customer fail to meet the agreed date through no fault of its own as a result of unforeseen events beyond its control (e.g. operational disruptions, illness, labor dispute), Leidos and customer shall agree on a reasonable new date.

5.2 Leidos shall perform the Services on working days during normal working hours. If the customer requests performance at other times, an overtime surcharge shall be paid.

6. Payment Terms

6.1 Unless otherwise expressly agreed by Leidos in writing, all delivered services and/or products: (i) shall be paid in U.S. Dollars; (ii) are EX-Works, Leidos's facilities in Manassas, VA; (iii) are subject to adjustment due to any Change Order; and (iv) exclude taxes; and (v) do not account for any date code restrictions or special quality requirements imposed by Buyer ("Special Requirements"). Buyer acknowledges and agrees that any such Special Requirements may impact the prices and/or delivery schedules. Leidos will invoice Buyer for any applicable taxes unless, at the time of the issuance of the Order, Buyer furnishes Leidos with a certificate of exemption. All Orders are accepted subject to Leidos's quoted prices and the validity period stated therein. With the exception of the prices for accepted Orders, all prices are subject to change without notice.

6.2 Remittance Address: All payments shall be made by electronic funds transfer (EFT). Leidos' payment remittance information is provided below. If Customer is unable to release one or more payments by EFT, Leidos will accept payment by check or some other mutually agreeable method of payment or will ask Customer to extend the payment due date until such time as Customer can make the payment by EFT.

Automated Clearing House (ACH)	Wire Transfer	Automated Clearing House (ACH)
Leidos, Inc. Citibank, N.A. New York, NY Account No. 30547584 ABA No. 021000089 SWIFT: CITIUS33	Leidos, Inc. Citibank, N.A. New York, NY Account No. 30547584 ABA No. 021000089 SWIFT: CITIUS33	Leidos, Inc. P.O. Box 223058 Pittsburgh, PA 15251-2058
Naomi Hoxter Citibank, N.A. One Penns Way, New Castle, DE 19720 Phone: 302-325-4520 / Fax: 646-827-0764 Email: leidos.serviceteam@citi.com		

6.3 Payment Schedule:

All payments are due within thirty (30) days of Customer's receipt of Leidos' invoice. Progress payments may be negotiated based on scope of work to be performed.

- a) Unless otherwise shown, this quote does not contain shipping costs for any parts required. Total shipping cost of all parts, supplies and materials used will be added to the final bill upon completion.
- b) If applicable, this quote contains estimated Virginia Sales Tax. Actual tax will be based on the final parts and materials cost. In accordance with Virginia Code §§ 58.1-609.3, 58.1-609.10 as amended by HB1738; Beginning July 1, 2018, and ending July 1, 2025, parts, engines, and supplies used for maintaining, repairing, or reconditioning aircraft or any aircraft's avionics system, engine, or component parts are exempt from Retail Sales and Use Tax. This exemption shall not apply to tools and other equipment not attached to or that does not become a part of the aircraft. However, for manned systems, "aircraft" shall include only aircraft with a maximum takeoff weight of at least 2,400 pounds.
- c) For work performed at a location other than Leidos's base at the Manassas Regional Airport (HEF) a travel fee may apply.
- d) On estimates and work order invoices, labor hours represented as "Flat" denote a fixed price for labor. On estimates, labor hours represented as a numerical value represent the estimated hours required to accomplish a task and do not constitute a guarantee. On work order invoices, labor hours represented as a numerical value represent the actual labor hours expended accomplishing the task which in some cases may be higher or lower than the originally estimated hours.
- e) Due to traceability requirements and other reasons, Leidos will not accept owner provided parts and supplies for use or installation in aircraft. In certain circumstances Leidos may on a case-by-case basis choose to accept an owner supplied part or supply, but in such circumstance, Leidos reserves the right to assess a fee for examination and acceptance of the part or supply.
- f) Leidos will make a good faith effort to file manufacturer or third-party warranty claims on your behalf when applicable. Work items priced at no charge (N/C) due to the expectation of warranty coverage are subject to warranty approval. In the event warranty coverage is denied, you will be billed for the full cost of the work performed.
- g) IMPORTANT: Please ensure the Aircraft Flight Manual (AFM)/Pilot's Operating Handbook (POH), airframe log book, current weight and balance documents and all available wiring diagrams are present in the aircraft. For complex aircraft, wiring diagrams, in particular, are critical. Unavailability of these diagrams will delay the start and delivery of work and may necessitate rescheduling the entire project. If

you do not possess a copy of wiring diagrams for your aircraft, please contact us before scheduled start of work for assistance in obtaining them.

6.4 For certain inspections and maintenance activities, specialized tooling and/or equipment may be required which may result in additional cost. In the case of such an event; we will contact you to discuss options and obtain your approval for additional charges.

7. Aircraft Owner / Operator Property:

7.1 Leidos is not responsible for aircraft owner / operator personal property left in the aircraft. Prior to delivering an aircraft to Leidos for any maintenance, avionics or interior upgrades, Leidos recommends the owner / operator remove all personal or owned property including headsets, electronic devices (e.g. iPads) and other personal or owned items from the aircraft.

7.2 Any personal property left in the aircraft when delivered to Leidos will be inventoried and stored. Additional charges will be levied to account for the inventory process and the associated storage cost of such property.

8. Delivery, Title, and Risk of Loss

8.1 Unless otherwise specified on the Order, all shipments will be delivered EXW (Leidos's facility in Manassas, VA). In the absence of specific instructions, Leidos will select the carrier.

8.2 Title shall pass to Buyer once Leidos has received full payment for the Product(s). Risk of loss shall pass to Buyer when Leidos places the Product at the disposal of the Buyer at Leidos's facilities in Manassas, VA. Notwithstanding the foregoing, Product (s) held for Buyer, or stored for Buyer, shall be at the risk and expense of the Buyer. Buyer acknowledges that the delivery dates provided by Leidos are only an estimation of the lead times and shall not be binding on Leidos. Notwithstanding the foregoing, Leidos will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery schedule but in no event shall Leidos be liable to Buyer for failure to meet any delivery schedule, for the costs or procurement of substitute products, for any kind of damages or penalties, nor such delay shall constitute grounds for cancellation or termination of any Order, regardless the cause of the delay. Unless otherwise specifically stated on the face of the Order, Leidos reserves the right to make deliveries in installments and deliver in advance of the scheduled delivery date whenever possible. Delivery of a quantity less than the quantity specified in Buyer's Order shall not relieve Buyer of its obligation to accept delivery and pay for the Products delivered in accordance with Payment Terms. Notwithstanding the foregoing, delays or changes in delivery schedules due to Buyer directed actions may be subject to price adjustments at Leidos's sole discretion. Order Schedules. Orders shall be scheduled for delivery within twelve (12) months from the Order date. Products containing precious or volatile price materials (i.e. gold) are priced for shipment within three (3) months after the Order date, and thereafter are subject to price adjustment in accordance with the then prevailing prices for such materials.

8.3 Leidos shall provide adequate protective packing to prevent damage and deterioration of the Products. Buyer shall be responsible for the cost of any special packaging or special handling requested by it. All packages requiring special handling such as those containing electrostatic discharge (ESD) sensitive items will be marked with an appropriate caution label.

8.4 Leidos shall maintain an inspection and quality control system in accordance with AS9100/ISO9001. Upon reasonable advance notice, Buyer may reasonably inspect the applicable areas of Leidos's facilities and non-financial records in compliance with applicable laws, regulations, and contractual authorities. Leidos shall furnish reasonable assistance to Buyer for the performance of such inspection. Buyer shall accept or reject the Products within thirty (30) calendar days of receipt ("Inspection Period"). If Buyer fails to inspect the Products or does not present a rejection notice to Leidos in writing within the Inspection Period, the Products shall be deemed accepted. In the event Leidos reasonably determines that the Buyer's return of the Product was due to improper rejection, Buyer shall be responsible for all costs and expenses incurred as a result of such return. Title and insurable interest in the returned Products shall remain with Buyer until such time that the non-conformity has been determined by Leidos.

8.5 Unless originally supplied by Buyer to Leidos for the performance of the Order (if any) or otherwise expressly agreed to by an authorized representative of Leidos in writing, Leidos shall retain title to and possession of all specifications, drawings, engineering instructions, data, material, equipment, software, processes, models, tooling, including without limitation, all patterns, dies, molds, jigs, fixtures, and test equipment made, obtained, or procured for the performance of this Order.

9. Warranty

9.1 All factory new installed components are covered by the manufacturer's warranties. All workmanship and associated wiring are warranted for a period of one (1) year or 500 flight hours, whichever occurs first. Defects will be remedied by Leidos at our Manassas, VA location.

9.2 All workmanships are warranted for a period of one (1) year excluding normal wear and tear. Defects will be remedied by Leidos at our Manassas, VA location.

9.3 THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES OR OBLIGATIONS WHATSOEVER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. Leidos shall in no event be liable to customer, nor shall customer recover from Leidos, for injury to persons or damage to property or for any loss or damage due to down time or lost profits or any other loss (economic or otherwise) arising out of or in connection with the sale, delivery, assembly, disassembly, repair, use, installation or presence of products (or any part thereof) sold or distributed by or through Leidos to customer, whether arising from any claim based upon contract, warranty, tort, products liability, strict liability, failure of essential purpose, or any other legal or equitable theory, except in the case of and only to the extent of a willful and wrongful act or omission of Leidos, provided, however, in no event shall Leidos be liable to customer nor shall customer recover from Leidos for incidental, special, indirect, or consequential damages, whether arising from contract, warranty, products liability, strict liability, failure of essential purpose or any other legal or equitable theory, even if Leidos has been advised of the possibility thereof. Any action for an alleged breach of any contract or sale or of any warranties relating to any product(s) sold by Leidos to customer must be commenced by customer within one (1) year of the date on which such cause of action accrued. Notwithstanding the foregoing, Leidos total liability under any claim shall not exceed the sums paid to Leidos on the contract.

9.4 Leidos will, at its option, replace, repair, or refund the purchase price of parts found to be defective that Leidos provided as part of its services that are still in the warranty period defined below. New or overhauled parts, except where otherwise noted, carry a six (6) month, three hundred (300) hour, or three hundred (300) cycle warranty, whichever occurs first from the date of shipment. Repaired parts carry a three (3) month, one hundred (100) hour or one hundred (100) cycle warranty, whichever occurs first from the date of shipment. Warranty credit on time or cycle-limited units will be pro-rated for actual utilization. In cases where Leidos has provided a warranty exchange unit, the warranty does not extend beyond the original warranty period. Leidos reserves the right to deny warranty on any unit subjected to improper handling or use, damage or invasion of seals, abuse, or neglect. Warranty repair at any facility other than Leidos must receive prior written approval from Leidos or the repair charges will not be paid. THE REPAIR AND REPLACEMENT OBLIGATIONS CONTAINED IN THESE POLICIES SHALL BE THE SOLE AND EXCLUSIVE OBLIGATIONS OF LEIDOS AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO PRODUCTS PURCHASED FROM LEIDOS.

9.5 Leidos warrants that the Products furnished hereunder will be free from defects in material and workmanship for a period of twelve (12) months from the date of shipment by Leidos, or any of Leidos's affiliates or authorized distributors, whichever is longer ("Warranty Period"). However, if the Products are under a manufacturer's warranty, that warranty shall apply in place of one by Leidos. Once Leidos has reasonably determined that the Product is defective and still within the Warranty Period, Leidos shall, at its option, either rework or replace the defective Product at no cost to Buyer unless covered by a manufacturer's warranty and then it shall be handled per that warranty. A Return Material Authorization (RMA) issued by Leidos is required before any Product is returned to Leidos for rework or replacement. Upon issuance of the RMA, Buyer shall return the Product to Leidos in accordance with the instructions set forth in the RMA. Buyer will be responsible for the shipping charges associated with such return.

Products with limited shelf life (if any) will be delivered with a minimum of 80% of available shelf life remaining at the time of delivery.

9.6 Exclusions. The above warranty shall not apply to Products that have been: (i) subject to abuse, misuse, neglect, tampering, accident, improper installation, improper storage, or a use contrary to Leidos's written instructions, (ii) altered or repaired by any person other than those expressly authorized by Leidos, or (iii) obtained from source other than Leidos or its authorized distributors. The warranties are also void if damage to Product results from continued use after a suspected defect is or should have been discovered. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LEIDOS' LIABILITY UNDER THIS WARRANTY EXCEED THE VALUE OF THE DEFECTIVE PRODUCT.

9.7 COUNTERFEIT PRODUCTS PREVENTION Leidos represents and warrants that it maintains procedures for the detection and avoidance of counterfeit electronic parts in accordance with SAE AS5553, and AS6174; and participates in, and is a member of, the Government Industry Data Exchange Program (GIDEP).

9.8 Leidos shall bear or reimburse the expenses necessary for the purpose of inspection and cure, to the extent limited herein, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these Terms and Conditions, if a defect actually exists. Otherwise, Leidos may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or was negligent in not knowing that there was actually no defect.

9.9 If Leidos does not comply with the fulfillment of said warranty within thirty (30) days or as otherwise agreed to between the parties based on part(s) availability, customer has the right to demand a reduction of the remuneration or to rescind from the contract.

9.10 If customer asserts warranty rights, it shall notify Leidos of any defects immediately after discovery and shall do everything to minimize any damage caused by such defect.

9.11 All warranty policies are subject to change without notice.

10. Limitation of Liability

10.1 If customer is unable to contractually use the maintained aircraft due to Leidos' fault as a result of the omission or improper performance of suggestions and advice given before or after the conclusion of the contract or through the infringement of other ancillary contractual obligations, the provisions of Article 9 and Articles 10.2 to 10.7 shall apply under exclusion of any further claims of the customer.

10.2 Subject to the statutory liability requirements, Leidos shall only be liable without limitation for damages and reimbursement of expenses, irrespective of the legal grounds, in the event of intent or gross negligence.

10.3 However, in the event of a negligent breach of an essential contractual obligation, i.e. a contractual obligation whose breach jeopardizes the proper performance of the contract and the achievement of the purpose of the contract, Leidos' liability shall be limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract. As provided in Article 9.3, Leidos liability shall be capped at the total sums Leidos has received under the contract regardless of the claim made.

10.4 In all other respects Leidos' liability is excluded. The distribution of the burden of proof remains unaffected.

10.5 The exclusions and limitations of liability contained in Articles 10.1 to 10.4 also apply if a person for whom Leidos is responsible breaches a duty.

10.6 The exclusions and limitations of liability contained in Articles 10.1 to 10.5 do not apply if Leidos has fraudulently concealed the defect, or for damage resulting from injury to life, body or health, as well as in the case of mandatory liability under the laws on product liability.

10.7 The unlimited liability under Articles 10.2 and 10.6 shall prevail over any limitation or exclusion of liability within these General Terms and Conditions, even if no express reference is made to the priority of Articles 10.2 and 10.6.

10.8 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO AN ORDER EXCEED THE TOTAL VALUE OF THE SUMS RECEIVED BY LEIDOS ON THE CONTRACT WHICH GIVES RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION BY OPERATION OF LAW, OR OTHERWISE). THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR SERVICES OR PRODUCT(S) SOLD TO BUYER UNDER THIS ORDER SHALL NOT ENLARGE OR EXTEND THIS LIMIT. NOTWITHSTANDING ANYTHING STATED HEREIN NOTHING SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR: (i) DEATH OR PERSONAL INJURY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (ii) FRAUD; (iii) LIABILITY UNDER ARTICLE 13.6 (INDEMNIFICATION); OR (v) ANY MATTER FOR WHICH IT WOULD BE ILLEGAL TO EXCLUDE OR LIMIT OR TO ATTEMPT TO EXCLUDE OR LIMIT A PARTY'S LIABILITY HEREUNDER.

11. Force majeure

Leidos shall not be liable for impossibility of Service or for delays in Service insofar as these are caused by an act of God, fire, flood, war, epidemics, pandemics, quarantine restrictions, acts of terrorism, riot, civil commotion, governmental actions (including regulatory change), wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, delays or refusals to grant an export license or the suspension or revocation thereof, or any act, delay or failure to act of the affected Party's suppliers and subcontractors of any tier and any similar events beyond the reasonable control of the affected Party ("Force Majeure") or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time despite a congruent hedging transaction concluded by the Leidos) for which Leidos is not responsible. Insofar as such events make it substantially more difficult or impossible for Leidos to provide the repair and the hindrance is not only of temporary duration, Leidos shall be entitled to rescind from the contract. In the event of hindrances of temporary duration, deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. In the event that Leidos's performance is delayed due to a Force Majeure event, the due date of its performance shall be extended by a period of time necessary to overcome the effect of such delay. If the inability to perform continues for longer than three (3) months, either Party may terminate the affected Order by providing written notice to the other Party. Notwithstanding the foregoing, Buyer shall remain responsible for payment of Products delivered prior to the termination.

12. Term

12.1 Services shall be provided for the period agreed in the Purchase Order (hereinafter "**Term**").

12.2 Any sale of an aircraft by customer to a third party shall not affect the Term. If customer transfers an aircraft subject to Service to a third party, customer's obligation to pay Leidos shall remain in force unless the third party enters into the respective contract with Leidos' consent.

13. Final Provisions

13.1 A written contract or written confirmation shall be decisive for the proof of existence and content of subsequent agreements, amendments, and supplements. The possibility to prove to the contrary remains unaffected.

13.2. COMPLIANCE WITH LAWS The Parties shall comply with all statutes, laws, ordinances, regulations, rules and orders enacted or adopted by any federal, state, local, municipal or other authority or governmental body which may pertain to the conduct of the Parties' business and their obligations

hereunder. The Parties shall obtain and pay for all permits, fees and licenses required to perform their respective obligations hereunder.

13.3 EXPORT COMPLIANCE The Parties shall comply with the laws and regulations of the United States of America (USA) relating to exports and foreign transactions, including but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), the Arms Export Control Act (22 U.S.C. 2778), the Export Administration Regulation (EAR) (15 C.F.R. Parts 730-774) and the Export Administration Act of 1979, as amended (50 U.S.C. 2401 et. Seq.). In particular, the Parties shall not disclose any technical data nor deliver, export, re-export or re-transfer any Products out of the USA, or to foreign persons or entities within or outside the USA, without the proper written authorization and/or licenses from the U.S. Government. A Party who is found to be in violation of the laws and regulations set forth in this Article shall fully indemnify the other Party against any damages, costs, losses, and/or liabilities arising out of such violation. (i) License Requirements. If applicable, Leidos will attempt to secure all export licenses required under applicable laws and regulations. Unless Buyer has already paid Leidos for cost associated with securing such licenses, such cost will be added to the price of Products. Buyer will be responsible for securing all licenses required by any foreign governments. The Parties shall reasonably cooperate with each other in obtaining all required export and import licenses, approvals and/or notifications pursuant to such laws and regulations. Buyer acknowledges that delivery schedules are contingent upon securing all necessary licenses and if such required license is not secured in sufficient time to allow Leidos's adherence to a delivery schedule, an equitable adjustment shall be made to such delivery schedule.

13.4 INTELLECTUAL PROPERTY Unless otherwise expressly agreed to by Leidos in writing, Leidos will maintain sole and exclusive ownership of all Intellectual Property related to any technical documentation delivered hereunder. No right or license in such Intellectual Property is granted to Buyer by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth herein. As used herein, "Intellectual Property" shall mean any intellectual and industrial property rights including, but not limited to, patents, designs, utility models, copyrights, authors' rights, trademarks, brands, domain names, trade secrets, know-how, drawings, specifications, logos, plans, product pricing and any right related thereto (whether or not patentable), software, as well as any other technical data, manufacturing processes, prototypes, methods, algorithms and all related technical documents. Unless otherwise expressly agreed to by Leidos in writing, no Intellectual Property created by Leidos in connection with or pursuant to this Order shall be considered "works made for hire" as defined by the United States Copyright Act (14 U.S.C. § 101).

13.5 CONFIDENTIALITY If a separate proprietary information or non-disclosure agreement ("NDA") relating to the subject matter of this Order exists between the Parties, all Confidential Information (as defined below) furnished by one Party to the other Party shall be protected pursuant to such NDA. If no separate NDA exists between the Parties, neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents, subcontractors and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with the Order. Each Party shall maintain and preserve the confidentiality of all Confidential Information disclosed to it by taking steps that are no less than the steps it takes to preserve and protect the confidentiality of its own Confidential Information but in no event less than a reasonable standard of care. "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this agreement or by the nature of the information itself. The foregoing restrictions shall not apply to Confidential Information that has been developed independently by the receiving Party without reference to the disclosing Party's Confidential Information, or was lawfully known to the receiving Party without restriction prior to the disclosure by the disclosing Party as evidenced by receiving Party's written records existing at the time of disclosure, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Article, or was in the public domain prior to disclosure hereunder. Upon the disclosing Party's request, the receiving Party shall promptly return or destroy, at disclosing Party's option, all Confidential Information

and related materials and discontinue all further use of the Confidential Information. License. Unless otherwise expressly agreed to by Leidos in writing, nothing contained herein shall be construed as granting to the receiving Party either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such Confidential Information.

13.6 INDEMNIFICATION Each Party hereto shall defend, indemnify, and hold harmless the other Party and its affiliates and their respective directors, officers, and employees from and against any and all liabilities, costs and expenses, claims, demands, actions, proceedings, judgments or award of damages (collectively, "Damages") incurred in connection with any claim, demand, suit, or proceeding by a third-party arising from: (a) property damage, personal injury or death caused by the indemnifying Party's Products; (b) negligence or willful misconduct of the indemnifying Party; or (c) failure to comply with applicable laws or regulations. Intellectual Property Infringement. With the exception of Products manufactured in accordance with Buyer's drawings or specifications, Leidos shall, at its expense, defend, indemnify and hold harmless Buyer against direct damages actually incurred by the Buyer in connection with any claim that any Products sold hereunder infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right belonging to any third party; provided that the Buyer: (i) immediately provides Leidos written notice of the claim; (ii) gives Leidos sole and complete authority for the defense and disposition of such claim; (iii) provides Leidos with all necessary assistance in connection therewith; (iv) does not, at any time, admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Leidos. Leidos's sole obligation under this Article shall be to settle the claim or judgment on the claim. In addition, Leidos may, at its option and expense, either: (a) procure for Buyer the right to continue to use the Product, (b) replace or modify the Product so that it becomes non-infringing but functionally equivalent, or (c) grant a refund of the price paid for the individual units of Product which are the subject of the claim. This Article shall not apply in the event that the infringement is due to (1) the combination of the Product with other equipment to the extent that the Product alone would not have resulted in a claim of infringement; (2) any modifications, alterations to the Product performed by anyone other than Leidos, (3) use of the Product outside of the intended use; (4) continued use of the Product by Buyer after receiving notice of an infringement claim, or (5) failure of Buyer to replace the Product with a non-infringing substitute provided by Leidos. Buyer agrees, at its expense, to protect and defend Leidos against any claim of patent infringement arising from compliance with Buyer's designs, specifications or instructions and to hold Leidos harmless from damages, costs and expenses attributable to any such claim.

13.7 TERMINATION FOR CONVENIENCE Upon giving a thirty (30) days prior written notice to Leidos, Buyer may terminate, in whole or in part, with or without cause, Orders that are outside Leidos's lead times. In the event Buyer terminates, in whole or in part, Orders that are within Leidos's lead times, Buyer shall be liable to Leidos for all of the following: (i) the purchase price of all finished Products delivered to Buyer but not yet paid for at the time of termination; (ii) the purchase price of all finished Products not yet delivered to Buyer at the time of termination; (iii) the value of all work in progress and the cost of all raw materials acquired by Leidos for the performance of Order; and (iv) reasonable profits (collectively, the "Costs"). Buyer shall pay the Costs to Leidos within thirty (30) days of termination or cancellation. Notwithstanding the foregoing, Products quoted non-cancelable and nonreturnable (NCNR) cannot be cancelled or returned once the Order is accepted by Leidos.

13.8 Arbitration. Except with respect to any request for equitable relief or other interim or conservatory measures of protection, any dispute arising out of or relating to these Terms and Conditions or any Order, which is not resolved by the Parties themselves, shall be resolved by binding arbitration. The place of the arbitration shall be Manassas, Virginia U.S.A. and the language shall be English.

13.9 Governing Law. This Order shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of laws rules.

13.10 MISCELLANEOUS The provisions of these Terms and Conditions, together with the provisions contained within any accepted Order (but expressly excluding any of the terms and conditions proposed by the Buyer) constitutes the entire agreement, and supersedes all prior agreements and understandings, between the Parties hereto relating to the subject matter hereof. In the event of a conflict between the

information contained in the Order and these Terms and Conditions, these Terms and Conditions shall take precedence, unless otherwise expressly agreed to by Leidos in writing. Any amendment to or variation of these Terms and Conditions, an Order or any part thereof shall only be effective if made in writing and signed by a duly authorized representative of the Parties. If any provision of these Terms and Conditions or any Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of these Terms and Conditions or such Order, all of which shall remain in full force and effect. The Parties hereto are independent contractors and nothing herein shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties.

14. ORDER of PRECEDENCE

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order.

1. The Leidos Aircraft Maintenance Services Terms and Conditions.
2. Purchase Order and any purchase descriptions contained therein.
3. Purchase Order Terms and Conditions
4. Specifications and/or drawings.

15. SURVIVAL

If this Agreement expires or is terminated, the Parties shall not be relieved of their obligations for any clause that survives under applicable law or regulation. If any clause or provision of this Agreement, or part of such clause or provision, is or becomes invalid or unenforceable then the remaining clauses or provisions hereof shall continue to be effective.

16. ENTIRE AGREEMENT

The parties hereby agree that this Order shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Unless expressly accepted in writing by Seller, additional or differing terms or conditions included in any acknowledgment by Buyer, including but not limited to, any Purchase Order issued by Buyer, are objected to by Seller and are agreed to have no effect.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish an open-ended contract for scheduled and unscheduled maintenance for the airplane listed in Section 3 below.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Agency”** means State of West Virginia Aviation Division.
 - 2.5 **“FAA”** means Federal Aviation Administration.
 - 2.6 **“PMA”** means Parts Manufacturer Approval.
 - 2.7 **“FAA Repair Station Certificate”** means a aviation business that has met the FAA regulations and requirements of FAR Part 145 and has been issued and FAA Repair Station Certificate with specific authorizations.
 - 2.8 **“AUTHORIZED SERVICE CENTER”** means a manufacturer approved and supported repair facility that also holds an FAA Repair Station Certificate.
 - 2.9 **C.A.M.P.** Continuous Airworthiness Maintenance Program. A specialized program used by the Division of Aviation to track and monitor the airworthiness and maintenance activities of the fleet of aircraft listed in Section 3, Subsection 1.1 below.
 - 2.10 **‘Inspection’** means a required disassembly and inspection/repair of an airframe, engine, or other component. May be based on calendar time or operational hours.

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- 2.11 **'AD'** means Airworthiness Directive, an FAA issued legal compliance directive for certain aircraft and maintenance issues.
- 2.12 **'SB/MSB/SIL'** means Service Bulletin, Mandatory Service Bulletin, or Service Installation Letter issued by the aircraft, engine, or other parts manufacturer.
- 2.13 **'STC'** means Supplemental Type Certificate applies to a specific accessory installed in an aircraft.
- 2.14 **"Inspection Authorization"** means an FAA Certificated Airframe and Powerplant Mechanic who also is authorized to endorse and certify completion of specific aircraft inspections and maintenance procedures.
- 2.15 **"Airframe"** means that portion of the aircraft that constitutes to body of the aircraft that is attributed to the manufacturer of the aircraft.
- 2.16 **"Powerplant"** means the engine or device(s) that provides the propulsion of the aircraft.
- 2.17 **"KTAS"** means knots true air speed.
- 2.18 **"Accessories"** means those devices attached to the airframe or powerplant(s) required for the correct and proper operation and safety of the aircraft.
- 2.19 **"Avionics"** means those devices installed in the aircraft to provide Flight Instrumentation, Auto-Flight Control, Radio Communications, Navigation, and other electronic functions.
- 2.20 **'Flat Rate'** means the cost of performing a maintenance event or inspection without regard to the time and materials used.
- 2.21 **"Consumables"** means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page as instructed.

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3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 AIRCRAFT MAINTENANCE AND REPAIR: To provide aircraft scheduled, unscheduled maintenance, and/or emergency repairs for the following aircraft:

<u>Make/Model</u>	<u>Aircraft Registration (Tail Number)</u>	<u>Serial Number</u>
2007 Beech King Air 350	N1WV	SN: FL-527

3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES: The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time.

The vendor will commence maintenance no later than the next business day, after delivery of the aircraft to the vendor, and continue maintenance until the aircraft is approved for return to service.

Delays in excess of two weeks beyond the agreed upon return date of aircraft to the agency, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

3.1.1.2 EMERGENCY REPAIRS: Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field or home facility which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

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3.1.1.3 AIRCRAFT REPAIR STATION: The vendor shall be an FAA Certificated Aircraft Repair Station that has Airframe, Powerplant, and Avionics authorizations for the specific aircraft and their respective engines, avionics, and other components, listed in this RFQ, and have a minimum of 10 continuous years of operation as a Repair Station. The vendor shall continuously meet the minimum requirements listed on their Repair Station Certificate to maintain their certificate for the duration of the award. The vendor shall provide a copy of their FAA Repair Station Certificate and authorizations with their bid response.

3.1.1.4 AUTHORIZED SERVICE CENTER: The vendor shall be a Hawker Beechcraft Authorized Service Center for the model(s) of aircraft specified in this RFQ. The vendor must have a minimum of 10 continuous years of operation as an Authorized Service Center. The vendor shall maintain the minimum personnel, parts, tools and capabilities as required by the manufacturer's Service Center agreement for the duration of the contract. The vendor shall provide a copy of their Service Center Certificate with their bid response.

3.1.1.5 CERTIFIED MECHANICS: vendor shall employ at least five (5) certificated airframe and powerplant mechanics experienced in aircraft maintenance, and two (2) avionics technicians, and at least one (1) person with FAA authorized inspector having at least three (3) years current aircraft experience for the model(s) of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with their FAA Repair Station Certificate and, if applicable, their Service Facility agreement for the duration of this Contract.

The vendor should provide the Agency with a current employee roster listing by name and FAA Airframe and Powerplant Certificate number of each mechanic and Authorized Inspectors employed by the vendor as a part of their bid response. It is preferred that this information be provided with the bid response and is required before award of Contract.

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3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM: The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code of Federal Regulations. The vendor shall provide the Agency with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification. It is preferred that this information be provided with the bid response and is required before award of Contract.

3.1.1.7 EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years of experience in aircraft operations and maintenance for the model(s) of aircraft specified herein. A corporate resume outlining the corporate history and experience of the vendor shall be provided. It is preferred that this information be provided with the bid response but is required before award of Contract.

3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as directed by the Agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives (AD's) and Service Bulletins (MSB/SB's) which apply. Service Information Letters (SIL) will be at the Agency's discretion.

At such time as an engine or major avionics component requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine/component and prepare the same for shipping to a Maintenance Repair Overhaul (MRO) shop chosen by the Agency for overhaul and / or repair. The vendor shall provide the Agency with a listing of the vendor's typical Certified MRO facilities as a part of their bid response.

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At such time the Agency's certificated mechanic is performing an inspection and or maintenance on the aircraft at the Agency facility and an engine or major avionics component is discovered to need extensive maintenance, the Agency will remove said engine/component and prepare the same for shipping. The Agency shall ship the engine/ component directly to a vendor's MRO upon prior coordination with the vendor. The vendor will obtain estimates from the manufacturer approved facilities for engine accessory overhaul, repair or exchange.

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only FAA or PMA approved materials and parts shall be used. Life Limited and flight safety critical parts, components and materials will be obtained from Textron/Hawker Beechcraft or their approved vendors. Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors. The vendor shall install or replace any or all approved parts that may be provided by the Agency to restore the aircraft to an airworthy condition.

The Agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of repair parts. In such instances, the Agency will absorb the actual cost of the freight. The vendor will prepay freight charges and charge back to the Agency. The vendor shall provide a copy of the freight bill with their invoice.

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall provide a detailed work order describing all maintenance performed, parts installed and removed by part number and serial number, and disposition of removed parts, on Agency aircraft after scheduled/unscheduled maintenance is performed.

The agency will provide the vendor with credentials to access the agency aircraft fleet in C.A.M.P. and prefers that the vendor make the appropriate entries in C.A.M.P and provide a paper copy of the Maintenance Transaction Report for entry into the Agency's permanent paper logbooks for each aircraft as appropriate. The vendor will endorse each aircraft as Returned to

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Service and provide a copy of the C.A.M.P.10 Aircraft Status Report upon release of the aircraft back to the Agency.

3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL

INSTRUMENTATION: The vendor shall employ at least one (1) Hawker Beechcraft factory trained avionics technician that will provide the removal, replacement or repair of avionics components as necessary. The vendor shall provide the Agency with an updated roster listing the avionics technician(s) by name and Technicians certificate number as a part of their bid.

3.1.1.10 DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the Agency for any damage occasioned thereto by the misfeasance or nonfeasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

3.1.1.12 CALLBACK – EMAIL BACK SERVICE: Calls or Emails from the Agency to the vendor during regular business hours, as listed on Exhibit A- Pricing Page, will be returned within 24 hours. Calls or Emails from the Agency to the vendor after regular business hours, as listed on Exhibit A- Pricing Page, will be returned by close of business the following regular business day.

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages in their entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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1. Exhibit A, Section A, Line Items 1 through 7: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost. Unless Flat Rate pricing is provided on a requested quote for services, only Flat Rate inspections listed on the Exhibit A Pricing Page may be invoiced at flat rate. All other Inspections will be billed as Time and Materials.
2. Exhibit A, Section A, Line Items 8 and 9: "Parts" Percent Discount. Vendors must show the percentage discount and enter the percentage discount into the pricing page for Year 1 plus the optional renewal contract years 2 – 4 for both Textron/Hawker Beechcraft Parts and Non-Textron/Hawker Beechcraft Parts. The percentage discount is then multiplied by the Estimated List Cost which equals the Amount of Discount. The Amount of Discount minus the Estimated List Cost equals Discounted Cost. Discounted Cost for contract year 1, plus optional renewal contract years 2-4 equals the Extended Cost.
3. Exhibit A, Section A, Line Items 10-18: Equipment Use Estimated List Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost
4. Exhibit A, Section A, Line Item 19: Consumables is the sum of Extended Cost of Line Items 1, 2 and 6 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.
5. Exhibit A, Section B and C: Nautical Miles and Road Miles is the estimated round-trip travel by the agency to the vendor facility over the life of the contract. Section B and Section C are for evaluation purposes only and will not be included in the award total.
6. Total Bid is the sum of "Section A" (+) "Section B" (+) "Section C" (=) Total Pricing Page Bid Amount.

5 ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written or verbal form of communication. The vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5.3 Invoicing: All invoices, delivery slips or freight bills must show the Agency and purchase order number as indicated on the Central Master Agreement (CMA). Invoices including labor must specify the quantity of labor hours and the labor rate per Exhibit A-Pricing Page. Invoices including parts must specify the part number as a Textron/Hawker Beechcraft part or non- Textron/Hawker Beechcraft part. Each part listed must display the list price, percent discount and contract unit price per Exhibit A-Pricing Page.

The Agency shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travel involves an overnight stay. Mileage charges will be reimbursed based on the current West Virginia travel regulations which can be found at:
<http://www.state.wv.us/admin/purchase/travel>.

6 DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Warranty of Workmanship and Parts: The Vendor shall provide a 6-month warranty period on all workmanship and labor. All parts shall be subject to the warranty period provided by the part manufacturer or vendor, or a minimum of thirty (30) days after the date the aircraft is Returned to Service. The Agency shall have a minimum of ten (10) days after the Return to Service Date to make any warranty claims.

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MAINTENANCE AND REPAIR FOR THE STATE OF WV
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- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
 - 7.1.5** Failure to correct the same deficiency after three (3) attempts.

REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV
AIRPLANE FLEET

7.2 The following remedies shall be available to the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1487298

Doc Description: Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527

Proc Type: Central Master Agreement

Reason for Modification:

Addendum No. 3
To delete line 7 of the Pricing
Page. Vendors should not enter
a price for this serv..... See Page
2 for complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-28	2024-09-05 13:30	CRFQ 0215 AVN2500000002	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Reason for Modification:

Addendum No. 3
To delete line 7 of the Pricing Page. Vendors should not enter a price for this service as it will not be part of this contract.

ADDITIONAL INFORMATION

Addendum No. 3 is issued to publish and distribute the attached information to the vendor community.

TO DELETE LINE 7 OF THE PRICING PAGE. VENDORS SHOULD NOT ENTER A PRICE FOR THIS SERVICE, AS IT WILL NOT BE A PART OF THIS CONTRACT.

REQUEST FOR QUOTATION

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish an open-ended contract for scheduled and unscheduled maintenance for the 2007 Beech King Air 350 airplane per the specifications, bid requirements and the terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25202500			

Extended Description:
Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor question deadline @ 10 AM	2024-08-21

SOLICITATION NUMBER: AVN2500000002

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To delete line 7 of the Pricing Page. Vendors should not enter a price for this service as it will not be part of this contract.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AVN2500000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10


I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof
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Proc Folder: 1487298			Reason for Modification: Addendum no. 2 to add the electronic version of the revised pricing page.
Doc Description: Aircraft Maintenance/Repair for King Air 350,N1WW, SN:FL-527			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-23	2024-09-05 13:30	CRFQ 0215 AVN2500000002	3

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor	FEIN#	DATE
Signature X		

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

REQUEST FOR QUOTATION

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish an open-ended contract for scheduled and unscheduled maintenance for the 2007 Beech King Air 350 airplane per the specifications, bid requirements and the terms and conditions as attached hereto.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV
US

SHIP TO

DEPARTMENT OF
ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25202500			

Extended Description:

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor question deadline @ 10 AM	2024-08-21

SOLICITATION NUMBER: AVN2500000002

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To publish the electronic version of the revised Exhibit A pricing page.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1487298

Doc Description: Aircraft Maintenance/Repair for King Air 350,N1WW, SN:FL-527

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-23	2024-09-05 13:30	CRFQ 0215 AVN2500000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

REQUEST FOR QUOTATION

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish an open-ended contract for scheduled and unscheduled maintenance for the 2007 Beech King Air 350 airplane per the specifications, bid requirements and the terms and conditions as attached hereto.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV
US

SHIP TO

DEPARTMENT OF
ADMINISTRATION
AVIATION DIVISION
502 EAGLE MOUNTAIN RD
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25202500			

Extended Description:

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor question deadline @ 10 AM	2024-08-21

SOLICITATION NUMBER: AVN2500000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [X] Modify specifications of product or service being sought
- ☒ [X] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Description of Modification to Solicitation:

1. To move the bid opening date to 09/05/2024 @1:30 PM.
2. To publish Vendor questions and Agency responses.
3. To publish a revised Exhibit A pricing page:
 4. *Exhibit A, Section A, Line Item 19: Consumables is the sum of Extended Cost of Line Items 1, 2, 3 and 5 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.*

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ: _____

VENDOR: _____

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

Section A:Normal working hours are considered to be MON - FRI: **0:00** am to **0:00** pm.

RATE SCHEDULE:										
Line Item	Description Unit of Measure Items 1-3 = Per Hour Unit of Measure Items 4-7 = Per Inspection	Unit Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
1	Straight Hourly Shop Rate	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
2	Shop Rate Hourly for Avionics	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
3	Shop Rate other than Normal Working Hours	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
4	Single Phase Inspection Flat Rate Labor	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
5	Combined Two Phase Inspection Flat Rate Labor	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
6	Combined Phase 1-4 Inspection Flat Rate Labor	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
7	Engine Hot Section Inspection	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
PARTS:										
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
8	Textron/Hawker Beechcraft Parts									
	Percent Discount:	0.00%	0.00%	0.00%	0.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$0.00	\$0.00	\$0.00	\$0.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$12,000.00
9	Non-Textron/Hawker Beechcraft Parts									
	Percent Discount:	0.00%	0.00%	0.00%	0.00%	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$0.00	\$0.00	\$0.00	\$0.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00

Exhibit A - Pricing Page (King Air)**King Air 350, S/N FL-527 (N1WV)**

CRFQ: _____

VENDOR: _____

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

	EQUIPMENT USE FEES:									
Line Item	Description	Estimated List Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
10	Main Ship Battery Capacity Check Fee (Lead Acid)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
11	Emergency Lighting and Avionics Battery Capacity Check Fee	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
12	Tire Change (per tire)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
13	Wheel Inspection (per wheel)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
14	Prop Balance	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
15	24 Month Non-RVSM , Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
	24 Month Non-RVSM , Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
17	24 Month RVSM , Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
	24 Month RVSM , Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00

OTHER FEES:				
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1, 2, 3 and 5. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.	% for cost of Consumables	Extended Cost
			0.00%	\$0.00
19	Consumables			
Subtotal A:				\$20,000.00

Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ: _____

VENDOR: _____

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

Section B (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter nautical miles (NM) below to calculate flight time between Yeager Airport (CRW) in Charleston, WV and vendor facility. Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from CRW in NM divided by aircraft nominal speed multiplied by the Agency's billing rate per hour multiplied by two. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
<u>0</u> Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
Subtotal B:	\$0.00

Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ: _____

VENDOR: _____

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

Section C (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 67 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
0 Road Miles to vendor facility x 67 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
Subtotal C:	\$0.00
Subtotal Section A:	\$20,000.00
Subtotal Section B:	\$0.00
Subtotal Section C:	\$0.00
Total Bid:	\$20,000.00

Notes:

- 1) The following Phase inspection man hour flat rates, as set forth by Textron/Hawker Beechcraft, will be used to compute the following line items above.
Line 4, Any Single Phase inspection - Based on and not to exceed 68 man hours.
Line 5, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.
Line 6, Combined Phase Inspection (Phase 1-4) - Based on and not to exceed 120 man hours.
- 2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency and will be determined based on the unit cost supplied in the vendor's bid.
- 3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 4) Vendors must submit unit cost for all line items. Failure to provide unit cost will result in the disqualification of the vendor's bid.
- 5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 19.
- 6) Section B and C for evaluation purposes only; the amount of Section B and C will not be included in the Award Total.

CRFQ AVN2500000002
Vendor Questions and Agency Responses

Q1. I noticed in the bid that be a "Beech Authorized Service Center" is required. We are an ASC for Barons and Bonanzas but not the King Airs.

We have been maintaining Kings Air since 1970 and it represents 40% of our Maintenance business.

Does this qualify us to bid this project?

A1. Yes. Section 3.1.1.4 regarding the requirement for the vendor to be a Hawker Beechcraft authorized service center was not intended to be a requirement in the RFQ. Section 3.1.1.4 and corresponding Section 2.8 will be removed in their entirety.

Q2. Certified Mechanics

"The vendor should provide the Agency with a current employee roster listing by name and FAA Airframe and Powerplant Certificate number of each mechanic and Authorized Inspectors employed by the vendor as a part of their bid response. "

This same information is required by the FAA and is available for viewing upon request. However, we do not want to provide this personal information for publication. Does the Solicitation requirement "Your Submission is a Public Document" mean that our employee roster will be made public?

A2. Will be required if awarded the contract. The only information required is the employee name and FAA Certificate number.

Q3. Payment Methods - Must accept payment by EFT and P-Card.

Our company can accommodate electronic funds transfer (EFT), but it is very difficult for us to process P-Cards. Can we offer only EFT payment.

A3. No. Per Terms & Conditions #15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

Q4. Can you provide a list of the exact licenses required?

A4. Sections 7 of the General Terms and Conditions reference 'Licenses, Certifications and Permits'. We are not requiring that section to be completed. That is addressed in the bid specifications.

CRFQ AVN2500000002
Vendor Questions and Agency Responses

Q5. Authorized Service Center

The vendor shall be a Hawker Beechcraft Authorized Service Center for the model(s) of aircraft specified in this RFQ.

Can this Authorized Service Center requirement be removed as long as we comply with all other requirements?

A5. Refer to Response to Question #1

Q6. Please provide some examples of what you mean by "typical MRO facilities".

A6. MRO is an industry acronym for Maintenance/Repair/Overhaul Organization. Typically, such organization operate on a larger scale than the traditional airport Fixed Base Operation (FBO) and may specialize in custom services such as Supplemental Type Certificate (STC) alterations, offer a variety of specialized services for specific airframes and/or components such as engines, propeller, avionics, interior/exterior cosmetics, and other items the component level.

Q7. Avionics Equipment and Special Instrumentation

The vendor shall employ at least one (1) Hawker Beechcraft factory trained avionics technician...

We believe that instead of "Hawker Beechcraft", this should be "Rockwell Collins." Can you please confirm?

A7. Yes. Section 3.1.1.9 of the specifications should state "Rockwell Collins" factory training avionics technician instead of "Hawker Beechcraft" factory trained avionics technician.

Q8. Delivery Time

Vendor shall deliver standard orders within two (2) business days after orders are received.
Vendor shall deliver emergency orders within one (1) business day after orders are received.

Please explain the definition of a standard order and also provide examples of what you expect to be delivered in 2 business days. For example, are you looking to have the aircraft repaired in 2 business days? What about parts that have to be ordered?

A8. Section 6.1 of the RFQ specifications regarding 'standard order' applies only to miscellaneous parts and/or supplies that the agency may order through the vendor for agency inventory purposes. Standard Order does not apply to aircraft repairs or parts ordered for aircraft that are at the vendor's facilities for maintenance.

Attachment 6 – Addendum Acknowledgement Form.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AVN2500000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

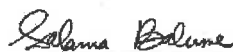
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> [X]	Addendum No. 1	<input type="checkbox"/> []	Addendum No. 6
<input checked="" type="checkbox"/> [X]	Addendum No. 2	<input type="checkbox"/> []	Addendum No. 7
<input checked="" type="checkbox"/> [X]	Addendum No. 3	<input type="checkbox"/> []	Addendum No. 8
<input type="checkbox"/> []	Addendum No. 4	<input type="checkbox"/> []	Addendum No. 9
<input type="checkbox"/> []	Addendum No. 5	<input type="checkbox"/> []	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Leidos, Inc.

Company



Digitally signed by Salama
In: meAO1410D000001021REBA8380000025F
Date: 2024.09.05 08:16:17 -04'00'

Authorized Signature

September 5, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2500000002

VENDOR:

Leidos, Inc.

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

Section A:

Normal working hours are considered to be MON - FRI: 7:00 am to 5:00 pm.

RATE SCHEDULE:					
Line Item	Description Unit of Measure Items 1-3 = Per Hour Unit of Measure Items 4-7 = Per Inspection	Unit Cost			
		Year 1	*Year 2	*Year 3	*Year 4
1	Straight Hourly Shop Rate	\$130.00	\$134.00	\$138.00	\$142.00
2	Shop Rate Hourly for Avionics	\$130.00	\$134.00	\$138.00	\$142.00
3	Shop Rate other than Normal Working Hours	\$130.00	\$134.00	\$138.00	\$142.00
4	Single Phase Inspection Flat Rate Labor	\$6,980.00	\$7,200.00	\$7,450.00	\$7,680.00
5	Combined Two Phase Inspection Flat Rate Labor	\$10,900.00	\$11,250.00	\$11,590.00	\$11,950.00
6	Combined Phase 1-4 Inspection Flat Rate Labor	\$13,900.00	\$14,320.00	\$14,750.00	\$15,200.00
7	Engine Hot Section Inspection	\$0.00	\$0.00	\$0.00	\$0.00

PARTS:					
Line Item	Description	% Discount from List Cost			
		Year 1	*Year 2	*Year 3	*Year 4
8	Textron/Hawker Beechcraft Parts				
	Percent Discount:	5.00%	5.00%	5.00%	5.00%
	Amount of Discount (% Discount*Estimated List Cost):	\$150.00	\$150.00	\$150.00	\$150.00
	Discounted Cost (Estimated List Cost- Amount of Discount):				
9	Non-Textron/Hawker Beechcraft Parts				
	Percent Discount:	5.00%	5.00%	5.00%	5.00%
	Amount of Discount (% Discount*Estimated List Cost):	\$100.00	\$100.00	\$100.00	\$100.00
	Discounted Cost (Estimated List Cost- Amount of Discount):				

EQUIPMENT USE FEES:					
Line Item	Description	Estimated List Cost			
		Year 1	*Year 2	*Year 3	*Year 4
10	Main Ship Battery Capacity Check Fee (Lead Acid)	\$270.00	\$280.00	\$290.00	\$300.00
11	Emergency Lighting and Avionics Battery Capacity Check Fee	\$270.00	\$280.00	\$290.00	\$300.00
12	Tire Change (per tire)	\$270.00	\$280.00	\$290.00	\$300.00
13	Wheel Inspection (per wheel)	\$270.00	\$280.00	\$290.00	\$300.00
14	Prop Balance	\$1,295.00	\$1,335.00	\$1,375.00	\$1,420.00
15	24 Month Non-RVSM, Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$850.00	\$900.00	\$950.00	\$1,000.00
16	24 Month Non-RVSM, Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$4,750.00	\$4,900.00	\$5,100.00	\$5,300.00
17	24 Month RVSM, Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$1,050.00	\$1,195.00	\$1,230.00	\$1,270.00
18	24 Month RVSM, Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$5,500.00	\$5,665.00	\$5,850.00	\$6,025.00

OTHER FEES:			
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1, 2, 3 and 5. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.	% for cost of Consumables
			3.00%
19	Consumables		