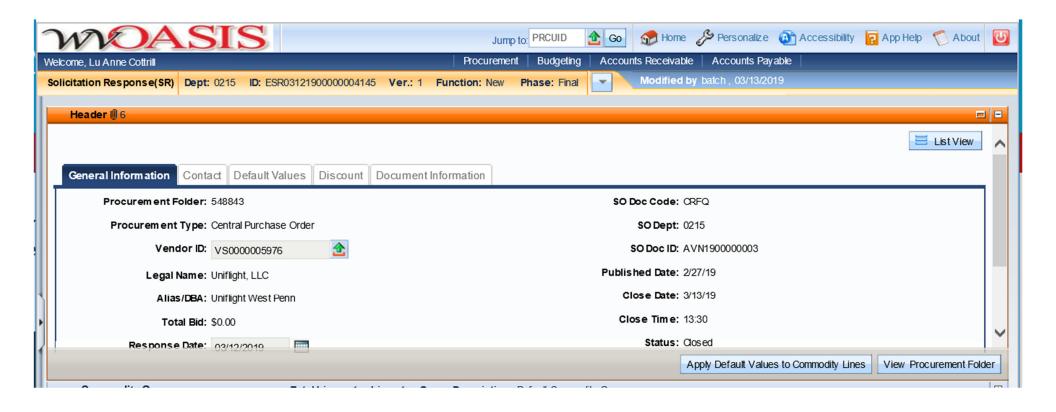


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 548843

Solicitation Description: Equipment Upgrades Bell TH67 206B, N67876, S/N: 5220 Helicop

Proc Type: Central Purchase Order

 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2019-03-13 13:30:00
 SR
 0215 ESR03121900000004145
 1

VENDOR

VS0000005976

Uniflight, LLC

Uniflight West Penn

Solicitation Number: CRFQ 0215 AVN1900000003

Total Bid : \$0.00 **Response Date:** 2019-03-12 **Response Time:** 16:41:56

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Lump sum cost to remove and install	0.00000	LS	\$362,498.750000	\$0.00
	new equipment				

Comm Code	Manufacturer	Specification	Model #	
78181800				

Extended Description:

Vendor must fill out the Exhibit A Pricing Page and submit with the bid. Section B of the Exhibit A - Pricing Page is for evaluation purposes only and this amount will not be included in the award total.



March 12, 2019

State of West Virginia
Department of Administration Purchasing Division
2019 Washington St. East
Charleston, WV 25305

Attn: Melissa Pettrey, Senior Buyer

Subject: CRFQ 0215 AVN1900000003 Equipment Upgrades for Bell TH67 206B,

N67876, S/N 5220 Helicopter

Please accept this response to perform equipment upgrades for a Bell TH67 206B helicopter outlined in Solicitation No CRFQ 0215 AVN1900000003 originally issued February 27th of 2019, with no known addendums at the time of response. Uniflight LLC fully understands the scope of work outlined in this solicitation, which is to enter into a contract to perform equipment upgrades on a Bell TH67 206B helicopter MSN 5220.

Founded in 1982, Uniflight is the rotorcraft MRO and Completion industry's leading group of aviation

service providers and are excited for the opportunity to partner on this opportunity. Uniflight currently operates from two locations across the US. Our Corporate Headquarters is located in Grand Prairie Texas, FAA Repair Station Number UNFR783K, and our second Repair Station is located in Belle Vernon Pennsylvania, FAA Repair Station Number 3UWR890B. Our Corporate Headquarters oversees and supports both Repair Stations, with its central warehouse that stocks our spare



parts and tooling; our dynamic component overhaul shop; and the company's accounting, human resources and information technology departments. We kindly ask that you visit www.UNIFLIGHT.com for the complete list of Uniflight capabilities and customer benefits.

Both Repair Stations are FAA Part 145 Certified and copies of our FAA Repair Station Certificates can be found in ANNEX A, and our Corporate Headquarters in Texas is also Direction General de Aeronautica Civil of Mexico (DGAC) and European Aviation Safety Agency (EASA) Certified, both additional Civil

Aviation Authority Certificates can also be found in ANNEX B and ANNEX C.

Uniflight is an approved sales and installation facility for most leading avionics manufacturers including; Garmin, Aerocomputer, Sagem Avionics, Sandel, Cobham, Genesys Aerosystems, Technisonic, Trakkabeam, Avidyne and Churchill Navigation.

Based on the location of the West Virginia Aviation Division, the best suited location to support this requirement will be our Belle Vernon Pennsylvania hangar, aka Uniflight West Penn. This location has extensive Airborne Law Enforcement helicopter upgrade and modification experience. In the last 24 months, Uniflight has supported multiple similar upgrades for New York State



Police, Virginia State Police, Dallas Police Department and North Carolina State Police and if desired, contact information for each of these agencies can be supplied on request.

As Leonardo, Bell and Airbus Helicopter Authorized Customer Service Facility, Uniflight is authorized by the Helicopter Manufacturers for support services on their products. This authorization provides assurances to operators that we are annually audited and meet the training, tooling, facility, insurance and quality standards required by each applicable Manufacturer.

Here is a list of the applicable ANNEXES included in this response letter.

ANNEX CONTENTS

ANNEX A: FAA REPAIR STATION CERTIFICATES	3
ANNEX B: DGAC REPAIR STATION CERTIFICATE	5
ANNEX C: EASA REPAIR STATION CERTIFICATE	6
ANNEX D: BELL AUTHORIZED CSF CERTIFICATE	
ANNEX E: CERTIFICATE OF INSURANCE	

If at any time during the solicitation evaluation process you come across a question or clarification, please do not hesitate to contact either of the two employees below.

Designated Contact

Sean Davidson Business Development, Manager

Mobile: 215-251-1262

Email: sdavidson@uniflight.com

Contract Manager

Bryon Fabiseski Director of Maintenance Mobile: 412-478-2586

Email: bfabiseski@uniflight.com

Uniflight appreciates the opportunity to partner with the State of West Virginia Aviation Division to support this requirement by providing a quality deliverable on time and on budget.

Sincerely,

Sean Davidson

Business Development, Manager



ANNEX A: FAA REPAIR STATION CERTIFICATES

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 3UWR890B

This certificate is issued to UNIFLIGHT LLC D/B/A UNIFLIGHT WEST PENN whose business address is 633 AIRPORT ROAD SUITE 106

upon finding that its organization complies in all respects with the requirements of the Federal Aviation Regulations relating to the establishment of an Air Agency, and is empowered to operate an approved REPAIR STATION.

with the following ratings:
LIMITED AIRFRAME
LIMITED POWERPLANT
LIMITED RADIO
LIMITED INSTRUMENT

This certificate, unless canceled, suspended, or revoked, shall continue in effect INDEFINITELY.

Date issued:

JUNE 2, 2011

By direction of the Administrator

WENDY L. GRIMM

This Certificate is not Ctarsfetable, and any major change in the basic faceties, or in the location thereof, shall be immediately reported to the appropriate regional office of the federal aviation administration

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

FAA Form 8000-4 (1-67)

SUPERSEDES FAA FORM \$50.

AFS Efectionic Forms System - v2.2



DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number UNFR783K

This certificate is issued to UNIFLIGHT, LLC

whose business address is

2617 AVIATION PARKWAY GRAND PRAIRIE, TEXAS 75052

upon finding that its organization complies in all respects with the requirements of the Federal Aviation Regulations relating to the establishment of an Air Agency, and is empowered to operate an approved repair station;

with the following ratings:

LIMITED AIRFRAME (09/13/2001) LIMITED POWERPLANT (04/30/1999) LIMITED ROTORBLADES (04/30/1999) LIMITED RADIO (06/28/2007) LIMITED INSTRUMENT (02/23/2010)

This certificate, unless canceled, suspended, or revoked, shall continue in effect indefinitely.

Date issued:

April 24, 1990

By direction of the Administrator

Otis Key

Manager, AFW FSDO



ANNEX B: DGAC REPAIR STATION CERTIFICATE

SECRETARÍA DE COMUNICACIONES Y TRANSPORTES SUBSECRETARÍA DE TRANSPORTE DIRECCIÓN GENERAL DE AERONÁUTICA CIVIL

Convalidación de Certificado de Taller de Mantenimiento Aeronáutico

Número CO-035/11



SECRETARIA DE

El presente documento CONVALIDA el Certificado de Taller de Mantenimiento Aeronáutico número UNFR783K otorgado por la Administración Federal de Aviación de los Estados Unidos de Norteamérica a favor de:

UNIFLIGHT, LLC.

Ubicado en:

2617 AVIATION PARKWAY **GRAND PRAIRIE, TEXAS 75052**

Al verificar que los requerimientos de los Estados Unidos de Norteamérica son equivalentes a los establecidos por la Dirección General de Aeronáutica Civil de los Estados Unidos Mexicanos para la operación de Talleres Aeronáuticos, los cuales han sido acreditados por UNIFLIGHT, LLC., por lo que se encuentra habilitado para desarrollar actividades de reparación y mantenimiento en la siguiente clasificación:

Conforme al Certificado de Taller de Mantenimiento Aeronáutico No. UNFR783K

LIMITED AIRFRAME LIMITED POWER PLANT LIMITED RADIO LIMITED INSTRUMENT LIMITED ROTOR BLADES Conforme a la clasificación de los Estados Unidos Mexicanos

HELICÓPTEROS CLASE 1 y 2 **MOTORES CLASE 3** RADIOS CLASE 1 y 2 INSTRUMENTOS CLASE 1 y 4 SERVICIOS ESPECIALIZADOS

La operación del Taller de Mantenimiento Aeronáutico se sujetará a lo establecido en las Especificaciones de Operación anexas al presente y a los requisitos establecidos por la Federal Aviation Administration (FAA) de los Estados Unidos de Norteamérica.

La presente convalidación permanecerá vigente siempre y cuando se cumplan los requisitos mencionados en el párrafo anterior y permanezca vigente el Certificado de Estación de Reparación No. UNFR783K, otorgado por la Federal Aviation Administration (FAA) de los Estados Unidos de Norteamérica

ATENTAMENTE

AGUSTÍN CANO GALVÁN DIRECCIÓN GENERAL ADJUNTA DE AVIACIÓN

Fecha de emisión: 16 de noviembre de 2011.

Este documento es intransferible y cualquier modificación en las limitaciones o en la localización de la Entidad Técnica Aeronàutica, deberá ser informada a la Dirección General de Aeronáutica Civil de los Estados Unidos Mexicanos.

Cualquier alteración de este documento será sancionado conforme a lo establecido en la Ley de Aviación Civil de los E.U.M. Forma IA - 90 / 02



ANNEX C: EASA REPAIR STATION CERTIFICATE



150

Dr. Care F.

U.S. APPROVAL CERTIFICATE

EASA.145.6059

Taking into account the provisions of Article 12 of Regulation (EC) 216/2008 of the European Parliament and of the Council and the bilateral agreement currently in force between the European Community and the Government of the United States of America, the European Aviation Safety Agency (EASA) hereby certifies:

Uniflight, LLC

FAA NUMBER: UNFR783K

2617 Aviation Parkway

Grand Prairie, Texas 75052

United States of America

as a Part-145 maintenance organization approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and issue related certificates of release to service using the above reference, subject to the following conditions:

- The scope of the approval is limited to that specified on the 14 CFR part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the United States (unless otherwise agreed in a particular case by EASA).
- 2. The approval scope shall not exceed the permitted EASA Part-145 ratings as detailed in Regulation EC (No) 1321/2014.
- This approval requires continued compliance with 14 CFR part 145 and the differences as specified in the Maintenance Annex Guidance (MAG), including the use of the FAA Form 8130-3 for release/return to service of components up to and including power plants.
- Certificates of return to service must quote the EASA Part-145 approval reference number quoted above and the 14 CFR part 145 Air Agency Certificate number.
- Subject to compliance with the foregoing conditions, this approval shall remain valid until:

01 July 2019

unless the approval is surrendered, superseded, suspended or revoked.

Date of issue: 14 June 2017

Signed



ANNEX D: BELL AUTHORIZED CSF CERTIFICATE



A Textron Company

Customer Service Facility

Uniflight, LLC Grand Prairie, Texas, USA

Has satisfactorily met all specified requirements to qualify as a Bell Helicopter Approved Independent Customer Service Facility for the following Bell helicopters:

Listed Products

Field Maintenance: 204 / 205 / 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 430 Component Overhaul: 204 / 205 / 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 430

Susan Griffin

Executive Vice President,

Commercial Business

Effective: February 1, 2018

Expires: November 30, 2019



ANNEX E: CERTIFICATE OF INSURANCE

Alliant/John F. Throne & Co.

John F. Throne & Co. is a division of Alliant Insurance Services, Inc.

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:

UNIFLIGHT, LLC PO BOX 540335

GRAND PRAIRIE, TX 75054-0335

NAMED INSURED-

HAWKE AEROSPACE GROUP, L.P. (FORMERLY, HAWKE CAPITAL PARTNERS, L.P.), HAWKE AEROSPACE HOLDINGS, LLC, HAWKE CAPITAL, LLC, HAWKE AIRCRAFT HOLDINGS, INC. KEYSTONE MED-FLIGHT, LLC, KEYSTONE TURBINES, LLC, UNIFLIGHT, LLC, DBA UNIFLIGHT WESTERN PENN, DBA UNIFLIGHT NORTHEAST, AVIATION SERVICES UNLIMITED, LLC, AVIATION SERVICES OF UPSTATE NEW YORK, INC., JJLRS PARTNERSHIP, HAWKE AEROSPACE 401K PLAN, AVIATION SERVICES UNLIMITED, LLC 401K PLAN, JOE HAWKE, INDIVIDUALLY, AND PAUL RAYHILL, INDIVIDUALLY

PO BOX 540335

GRAND PRAIRIE, TX 75054-0335

POLICY PERIOD:

INSURANCE COMPANY(IES):

11/14/2019 STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (40%

LEAD POLICY NO: SASICOM60057918-06

each loss

LEAD) AND FOLLOWING MARKETS AS HELD ON FILE

AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

LIABILITY COVERAGES: LIMITS OF LIABILITY

General Aggregate Limit N/A

\$50,000,000 Each Occurrence Limit Products/Completed Operations Aggregate Limit \$50,000,000 Personal & Advertising Injury Aggregate Limit \$25,000,000 Premises Medical Payments (any one person) \$25,000

Fire Legal Liability (any one fire) \$1,000,000 Hangarkeepers Liability \$25,000,000

\$25,000,000 each aircraft

Hangarkeepers Deductible \$5,000 each aircraft

OTHER COVERAGES/CONDITIONS/REMARKS:

ANY INSURANCE EVIDENCED HEREIN THAT IS EXTENDED BEYOND COVERAGE PROVIDED TO THE NAMED INSURED SHALL NOT APPLY TO. AND NO PERSON OR ORGANIZATION TO WHOM SUCH EXTENDED COVERAGE APPLIES SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

FOR INFORMATIONAL PURPOSES ONLY.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 56

DATE: 03/12/2019

BY:

1420 5th Avenue, Suite 1500 • Seattle, WA 98101 • Tel: (206) 622-3636 • Fax: (206) 623-6286 FORM TX COI 04 (REV 07/2017)



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 13 — Equipment

Proc Folder: 548843

Doc Description: Equipment Upgrades Bell TH67 206B, N67876, S/N: 5220 Helicop

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	
2019-02-27	2019-03-13	CRFQ	0215 AVN1900000003	i
13:30:00				

no receving location

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

W

25305

US

VENTOR

Vendor Name, Address and Telephone Number:

Vendor Number: VS0000005976

Uniflight, LLC 627 Airport Road

Belle Vernon, PA 15012 Phone: +1-724-823-0082

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN # 11-3835944

DATE 3/12/2019

All offers subject to afterins and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a contract for paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia; Bell TH67/certified 206B, N67876, S/N: 5220 Helicopter per the bid requirements, specifications, terms and conditions attached this solicitation.

INVOICE TO		A PART OF THE PART	
DEPARTMENT OF ADMINIS	STRATION	DEPARTMENT OF ADMINISTR AVIATION DIVISION	RATION
502 EAGLE MOUNTAIN RD		502 EAGLE MOUNTAIN RD	
CHARLESTON	WV25311	CHARLESTON	WV 25311
us		US	

Line	Comm Ln Desc	Oty	Unit Issue	Unit Price	Total Price
1	Lump sum cost to remove and install new equipment	0.00000	LS		\$362,498.75

Comm Code	Manufacturer	Specification	Model #	
78181800		•		
i				l l

Extended Description:

Vendor must fill out the Exhibit A Pricing Page and submit with the bid. Section B of the Exhibit A - Pricing Page is for evaluation purposes only and this amount will not be included in the award total.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.		
A pre-bid meeting will not be held prior to bid opening		
A NON-MANDATORY PRE-BID meeting will be held at the following place and time:		
A MANDATORY PRE-BID meeting will be held at the following place and time:		
Entertain the state of the stat		

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Ouestion Submission Deadline: 03/05/2019 @ 4:00 P.M. EST

Submit Questions to: Melissa Pettrey, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: melissa.k.pettrey@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:
SEALED BID: BUYER: Melissa Pettrey, Senior Buyer SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:
The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.
For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plusNAconvenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:
BID TYPE: (This only applies to CRFP) ☐ Technical ☐ Cost
7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).
Bid Opening Date and Time: 03/13/2019 @ 1:30 P.M. EST
Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
- http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. 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.

- 22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.
- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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.

determined in accordance with the category that has been identified as applicable to this Contract below:
Term Contract
Initial Contract Term: Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).
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 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 withindays.
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
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.
Other: See attached.
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4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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.
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 below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
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 prior to Contract award, in a form acceptable to the Purchasing Division.
FAA Repair Station License per Section 3.1 of the specifications.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of:occurrence.	per
Automobile Liability Insurance in at least an amount of:	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an per occurrence.	amount of:
Commercial Crime and Third Party Fidelity Insurance in an amount of per occurrence.	of
Cyber Liability Insurance in an amount of:	per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the	e Contract.
Pollution Insurance in an amount of: per occurrence	ce.
Aircraft Liability in an amount of: per occurrence.	
See specifications Section 4.1.9	

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

11.	LIQUIDATED	DAMAGES:	This clause s	shall in no wa	y be considere	d exclusive an	id shall
	limit the State or						oay
liqu	idated damages	in the amount	specified bel	ow or as desc	ribed in the sp	ecifications:	

Ø	\$500.00 per day	for	for going over the 120 day period, see section 5.1 of the Specifications.
	Liquidated Damages Contained in	the	Specifications

- 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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 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 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.
- 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 with regard to 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 http://www.state.wv.us/admin/purchase/privacy/default.html.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- **40. 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 <u>purchasing requisitions@wv.gov</u>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. 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
 - d. 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.
- 43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward 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.

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.

Sean Davidson, Business Development Manager	
(Name, Title) Sean Davidson, Business Development Manager	**************************************
(Printed Name and Title) 627 Airport Rd. Belle Vernon, PA 15012	***************************************
(Address) Phone: 215-251-1262 / Fax: 877-410-9871	
(Phone Number) / (Fax Number) sdavidson@uniflight.com	
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Uniflight, LLC
(Company)
(Authorized Signature) (Representative Name, Title)
Michael Topa, Chief Operations Officer
(Printed Name and Title of Authorized Representative)
March 12, 2019
(Date)
Phone: 972-202-9870 / Fax: 877-410-9871
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION Avionics and Equipment Upgrades Bell TH67/certified 206B, N67876, SN: 5220

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 a contract for paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia; Bell TH67/certified 206B, N67876, S/N: 5220 Helicopter.

The Bell TH67/certified 206B, N67876, S/N 5220 Helicopter is state obtained as military surplus to be updated for civilian use. The aircraft currently is equipped standard equipment and the following avionics equipment installed:

- (3) NATCOM AA95-766.
- Bendix King KFS-599A UHF Radio.
- Bendix King KX 165 Nav/Com.
- SFENA H140-JJM1 Artificial Horizon.
- Bendix King KI-525A HSI.
- SHADIN Fuel Flow Indicating System.
- Bendix King KT76A Encoding Altimeter.
- Bell OEM (Original Equipment Manufacturer) Torque Gauge.
- Bell OEM TOT (Turbine Output Temperature) gauge.
- 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 Services" means providing the completion of selected equipment upgrades and upgrade the avionics for the State of West Virginia Bell TH67/certified 206B, N67876, S/N: 5220 helicopter as more fully described in these specifications.
 - 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 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 the State of West Virginia Aviation Division.
 - 2.5 "ADS-B" means the Automatic Dependent Surveillance-Broadcast
 - 2.6 "STC" means the Supplemental Type Certificate.
 - 2.7 "WAAS" means Wide Area Augmentation System.

REQUEST FOR QUOTATION Avionics and Equipment Upgrades Bell TH67/certified 206B, N67876, SN: 5220

- 2.8 "GPS" means Global Positioning System.
- 2.9 "FAA" means Federal Aviation Administration.
- 2.10 "NVIS" means Night Vision Imaging System.
- 2.11 "NVG" means Night Vision Goggles.
- 2.12 "OEM" means Original Equipment Manufacturer
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the FAA and will be licensed as an Aircraft Repair Station. The Vendor will maintain parts and tools as required by the FAA for an Aircraft Repair Station. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.
 - 3.2. EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years of experience in aircraft operations and maintenance for the model 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.

4. MANDATORY REQUIREMENTS:

- **4.1** Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.
 - **4.1.1** The vendor shall chemically remove the interior and exterior paint and re-paint the interior and exterior onsite at the vendor's maintenance facility.
 - 4.1.1.1 The exterior paint will be refinished in accordance with the State of West Virginia Aviation Division three (3) color scheme to include wing walk on top of fuselage and the following colors: White N3220X, Dark Concord Blue Metallic LO328HLG and Las Vegas Gold Metallic 5242. The WV State Police will provide the necessary decals for installation as part of the paint scheme to include (2) two state seals, one on each side and a WV State Police patch decal for the belly. Tail Number will be shadowed. (Exhibit E- Artist rending of Bell 407 and pictures of matching Bell 206 paint scheme). This artist rendering is displayed on

- a Bell 407 but this is the paint scheme we want on the Bell TH67/certified 206B, N67876, S/N: 5220.
- 4.1.1.2 As part of the paint process, the aircraft registration (tail number) will be changed from N67876 to N895SP. The WV State Police will release tail number N895SP during the painting process.
- **4.1.2** The vendor shall remove the following equipment from the aircraft and return to the Agency:
 - 4.1.2.1 Remove transponder Bendix King model KT76A.
 - 4.1.2.2 Remove two (2) audio panels NATCOM AA95 on the front instrument panel and replace with one (1) Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place ICS, pilot and copilot foot switch, pilot and copilot select transmit/ICS switch, remove existing rear audio panel and install Jupiter JA95-N01 rear remote audio panel (or Equivalent). Impedance to be converted from military to civilian. Reference Section 4.1.3.7.
 - **4.1.2.3** Remove UHF (ultra-high frequency) radio KTR-09 and associated antenna and wiring.
 - 4.1.2.4 Remove all components and wiring associated with any avionics installations not previously identified.
 - 4.1.2.5 Remove left and right position lights.
 - **4.1.2.6** Remove upper and lower anti-collision light and power supply.
 - **4.1.2.7** Remove Inteli-start and associated wiring and components.
- 4.1.3 The vendor shall provide and install the following new avionics equipment unless it is provided by the Agency per Section 4.1.9 below. Vendors to refer to Exhibit C-Equivalent Equipment Requirements for items specified herein as "(or Equivalent)". Exhibit D Avionics Installation Diagram and Photos has been provided for vendor reference.
 - 4.1.3.1 New Instrument Panel w/powder coat finish & silkscreen labeling configured to agency specifications.
 - 4.1.3.2 Install LED upper anti-collision light.
 - 4.1.3.3 Install right and left LED position lights.

- 4.1.3.4 Garmin GPS Helicopter Terrain Awareness and Warning System (HTAWS) GTN series w/Alert Acknowledge Switch (or Equivalent).
- **4.1.3.5** Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS System (or Equivalent), includes:
 - 1 EA 010-00820-A0 Receiver, black
 - 1 EA 010-01157-41 Americas North SD Datacard
 - 1 EA G35 GPS Antenna
 - 1 EA 16 Watt Enablement
- **4.1.3.6** Garmin Transponder, GTX 345R remote mount, ADS-B Out and In with GTN series radio interface (or Equivalent).
- 4.1.3.7 Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place Intercom System (ICS), pilot and copilot foot switch, pilot and copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch (or Equivalent). Install Jupiter JA95-N01 rear remote panel plug and play. Impedance to be converted from military to civilian.
- **4.1.3.8** Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit (or Equivalent).
- 4.1.3.9 Agency supplied Shadin Miniflo-L Digital Fuel Management System with RS-232 output format interfaced to GPS receivers.
- 4.1.3.10 Night Vision Imaging System (NVIS) compatible cockpit lighting system with removable instrument filters. Cockpit must be fully NVIS compatible per Federal Aviation Administration (FAA) specifications to include a Free Flight TRI-40 radar altimeter with associated transceiver, wiring, and antennas. (or Equivalent) Vendor will provide STC documentation showing NVG compatibility.
- 4.1.3.11 Install and/or Provide 1.5-inch ram ball mount, power and audio interface provisions for agency-owned charger, NNTN7624 APX Vehicular IMPRES Charger, to fit the Motorola APX 8000 VHF/UHF trunking handheld radio, model number H91TGD9PW6AN on the right side of the glare shield with a Paravion Mount. Include remote mic kit NATAA34-300 interface integrated into the installed Jupiter audio controller JA94-N02A at all three positions. The vendor will provide and install an external antenna for the Motorola APX 8000. Reference Section 4.1.9 Agency Provided Avionics Equipment.
- 4.1.3.12 Use existing iPad RAM cradle with a Paravion STC monitor mount located in its current position. The iPad Mini 4 must be installed with the existing USB electrical harness disconnect located on the instrument panel shroud for ease of removal or install. iPad cannot interfere with controls, gauges, switches, etc. and must be within reach of the pilot in command.

REQUEST FOR QUOTATION Avionics and Equipment Upgrades

Bell TH67/certified 206B, N67876, SN: 5220

- 4.1.3.13 Install and program complete install kit to include remote ELT C406-N HM (P/N 453-5061) (or Equivalent).
 4.1.3.14 Wire strike protection system.
- 4.1.3.15 Dual control safety kit.
- **4.1.3.16** High visibility front crew doors with snap vents (left and right). Door tinting should match existing wind screen.
- 4.1.3.17 Remove and replace chin bubble windows with AAI dual pop out chin bubble windows with matching tint to existing wind screen (blue tint P/N 206-215-001206-215-003) (or Equivalent).
- 4.1.3.18 Vendor shall remove seats and ship to Oregon Aero for padding upgrade and reupholstered with new OEM fabric in pilot, copilot and rear passenger locations.
- 4.1.3.19 Relocate existing hobbs meter from nose battery compartment to cockpit on left side of lower breaker panel in view of pilot.
- 4.1.3.20 Remove and replace interior plastic trim. Remove rear video monitor mount and wiring.
- 4.1.3.21 Install Paravion (or Equivalent) engine auto relight kit.
- 4.1.3.22 Remove low skid gear and replace with AAI (or Equivalent) high skid gear
- **4.1.3.23** Vendor shall provide snow baffles to match paint scheme per Section 4.1.1.1.
- 4.1.4 The Vendor shall laser mark at end points all new wiring associated with the avionics installation.
- 4.1.5 The Vendor shall provide the Agency with an avionics/instrument panel rendering for approval prior to installing new avionics and repositioning existing avionics/equipment. This information is to be provided within 30 days of Notice to Proceed and can be sent via email to the Agency at <u>Tierra.S.Gable@wv.gov.</u>
- **4.1.6** The Vendor shall provide a minimum of 12-month warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by the vendor.
- 4.1.7 Vendors submitting equivalent equipment must provide the brand and model number as well as any product specifications by submitting "Exhibit B-Equivalent Identification Page". This information should be submitted with the bid.
- **4.1.8** The Vendor shall provide the following in digital and paper copy to the Agency upon delivery of aircraft:

- 4.1.8.1 Avionics drawings and descriptions for all new avionics installed in the aircraft upon completion of the avionics installation.
- 4.1.8.2 All FAA required documentation to include a revised equipment list, Supplemental Type Certificates (STC), FAA form 337's, and Pilot Flight Manual Supplements.
- **4.1.8.3** A completed weight and balance upon the completion of avionics installation with a reweigh and updated weight and balance forms.
- 4.1.9 The Agency will provide the following avionics equipment:
 - **4.1.9.1** Motorola APX 8000 VHF/UHF trunking handheld radio model number H91TGD9PW6AN and charger NNTN7624 APX Vehicular IMPRES Charger.
 - **4.1.9.2** SPIDERTRACKS S-3 hardwired and mounted on aircraft glare shield (currently installed).
 - 4.1.9.3 IPad Mini 4 with ForeFlight currently installed.
 - 4.1.9.4 Shadin Miniflo-L Digital Fuel Management System to include install kit with RS-232 output format interfaced to GPS receivers (currently installed).
- 4.1.9 The Vendor shall furnish proof of coverage of either Commercial General Liability insurance or Aircraft Products/Completed Operations and Grounding Liability insurance prior to the issuance of the contract. The minimum amount of coverage required is \$250,000.00. It is preferred that this information be provided with the bid response but is required before award of Contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on Exhibit A-Pricing Page.

The Vendor will have 120 calendar days to complete the contract services and have the aircraft ready to be returned to the Agency. The 120 day period will commence upon delivery of the aircraft to the Vendor by the Agency.

5.2 Pricing Page: Vendor should complete Exhibit A-Pricing Page in the attached Excel spreadsheet. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors submitting bids electronically through wvOASIS should enter the lump sum Total Bid Amount in the commodity line of wvOASIS and attach the Exhibit A – Pricing Page, and Exhibit B - Equivalent Identification Page as an attachment with their bid.

In addition, vendors should submit with the bid an itemized pricing sheet to include parts and labor associated with each item to be installed under Section 4.1.3. The itemized list is for reference purposes only. Contract Award is based on the total lump sum bid not the itemization.

- 5.3 The Agency is responsible for the cost incurred for transporting the aircraft to and from the Vendor's facility.
- 6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
 - 10.2. The following remedies shall be available to Agency upon default,
 - **10.2.1.** Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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 Manag	er: Bryon Fabiseski
Telephone Numb	per: 412-478-2586
Fax Number:	724-823-0083
Email Address:	bfabiseski@uniflight.com

Exhibit A - Pricing Page

Bell TH67/certified 206B, S/N 5220 (N67876)

CRFQ: 0215 AVN1900000003

Vendor: Uniflight, LLC

Section A:

Item #1: Vendor is to provide the Lump Sum amount for Items listed below

	Description	Unit of	Estimated	Extended
item		Measure	Quantity	Cost
in and the second of the secon	Remove interior and exterior paint and repaint the interior and			
	exterior per Agency specifications as per Section 4.1.1.1 and	·		\$39,986.65
1	related Exhibit E.	Lump Sum	1	
	Remove designated equipment in Section 4.1.2 and provide and			#222 F12 10
2	install new equipment in Section 4.1.3.	Lump Sum	1	\$322,512.10
Market Rosenson and British and		ann san de fan Anne ander an Anton and Anne an	Section A:	\$0.00

Section B:

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

Description	Per Trip
NM to vendor facility divided by 100 (KTAS) x \$600.00 (per hour) x 2 (roundtrip)	\$0.00
Section B:	\$0.00

Section C:

Vendor to enter road mileage (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and the vendor's facility. Mileage will be shortest distance between Yeager Airport (CRW) and the vendor's facility using Google Maps Driving Directions. 54.5 cents per mile is the current state of WV reimbursement mileage rate. Agency estimates making 4 trips to vendor during the 90 day period of contract.

Description	Per Trip
RM to vendor facility x 54.5 cents per mile x 2 (roundtrip) x 4 (estimated number of trips)	\$0.00
Section C:	\$0.00
Subtotal Section A:	\$0.00
Subtotal Section B:	\$0.00
Subtotal Section C:	\$0.00
Total Bid:	\$0.00

^{*}Section B for evaluation purposes only, Section B amount will not be included in the award total.

^{*}Vendors must complete Exhibit A - Pricing Page in its entirety in legible form and submit with their bid.

^{*}In addition, Vendors are to submit with the bid an itemized pricing sheet to include parts and labor associated with each item to be installed under Section 4.1.3. The itemized list is for reference purposes only. Contract Award is based on the total lump sum bid not the itemization.

^{*}Section C for evaluation purposes only, Section C amount will not be included in the award total.

Exhibit B - Equivalent Identification Page Bell TH67/certified 206B, SN: 5220 (N67876)

CRFQ: 0215	AVN1900000003
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Vendor: Uniflight, LLC

Vendors submitting Equivalent components must submit this form with their submitted bid response. Vendors should provide equipment specification sheets with their submitted bid response.

	Vendor Submitted		bubmitted
Item#	Description	Equivalent Brand	Equivalent Brand Model Number
4.1.3.4	Garmin GPS Helicopter Terrain Awareness and Warning System (HTAWS) – GTN series w/Alert Acknowledge Switch.	N/A	
4.1.3.5	Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS System, including: 1 EA 010-00820-A0 Receiver, black 1 EA 010-01157-41 Americas North SD Datacard 1 EA G35 GPS Antenna 1 EA 16 Watt Enablement	N/A	
4.1.3.6	Garmin Transponder, GTX 345R remote mount, ADS-B Out and In with GTN series radio interface	N/A	
4.1.3.7	Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place Intercom System (ICS), pilot and copilot foot switch, pilot and copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch. Install Jupiter JA95-N01 rear remote panel plug and play.	N/A	
4.1.3.8	Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit	N/A	
4.1.3.10	Free Flight TRI-40 radar altimeter and associated transceiver, wiring and antennas.	N/A	
4.1.3.13	Install and program complete install kit to include remote ELT C406-N HM (P/N 453-5061	N/A	
4.1.3.17	AAI dual pop out chin bubble windows with matching tint to existing wind screen (blue tint P/N 206-215-001206-215-003)	N/A	
4.1.3.21	Paravion engine auto relight kit	N/A	
4.1.3.22	AAI high skid gear	N/A	

Section 4.1.3.4 and 4.1.3.5 GPS/WAAS/COM/NAV/GS-GTN 750H System

- Display type: Color TFT LCD; sunlight readable
- Transmit power: 16 watts minimum
- Built-in VHF Comm
- Built-in VOR/LOC/Glideslope
- IFR and VFR
- Basemap
- Waypoints/favorites/locations: 1000
- Navigation database coverage areas: Americas, International or Worldwide
- Preloaded Terrain database and Obstacle database
- Preloaded SafeTaxi ™ airport diagrams
- Preloaded Garmin FliteCharts®
- Jeppesen ChartView
- Fly SBAS/WAAS approaches
- Accommodates Front-loading datacards
- Class B TAWS alerting compatible

Section 4.1.3.6 Transponder GTX 345R

- Voltage range: 28 VDC (18/20 W Max)
 Transmit power: 200 W minimum
- Mount type: Remote
- Transponder type: Mode A/C, S and ES
- Squawk code selection: Remote entry
- · Solid state transmitter (more efficient, longer life)
- Aural alerts
- Automatic ALT/GND mode
- Wireless connectivity to portable device using Garmin Pilot, ForeFlight or compatible Garmin portable
- Subscription-free weather and traffic
- Internal AHRS (non-certified)
- 1090 MHz ADS-B Out
- Dual-link 1090MHz and 978MHz UAT ADS-B In
- Displays on G500/G600, GTN 650/750, GNS 430W/530W, and others
- Pressure altitude encoder module (mounts to connector backplate) is optional
- TAS/TCAS traffic integration with ADS-B In

Section 4.1.3.7 Jupiter Dual Audio Controller, JA94-N02A

- 5 transceivers
- Accommodate up to 8 users
- Field configurable settings and replaceable legends
- NVG compatible
- Adjustable output and input levels
- Balanced ICS, CVR, Rx Comp. & transmit mic. outputs
- Adjustable CVR output level
- Front panel music input
- 5,14 and 28 Vdc lighting voltage selection
- Music muting
- Duplex mode transmission for telephone operation
- 4 Receivers
- 4 Direct inputs
- Individual mic. gating
- Tx capability for pilot, co-pilot and up to 3 passengers
- Transmit select / ISO annunciators
- Connector pin compatible with industry standard
- Pilot / Copilot ICS isolation switches
- Remote transmit selection
- ICS PTT for all 8 users

Section 4.1.3.8 Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit.

- Mic Input: 250 mVrms
- Music Input: 400 mVrms
- RX / Stereo Out: 1 to 5 Vrms into 600 ohms
- Data Out: R\$232 | Data Input: R\$232
- Bluetooth Profiles: A2DP (Music source), A2DP (Music sync)
- HFP1.5 (Hands Free) and SPP (serial port)
- Power: 18 to 30Vdc

Section 4.1.3.10 Free Flight TRI-40 radar altimeter

- Compact, LED display used in conjunction with TRA-3000 and TRA-3500 Transceivers
- 28 Volt power input
- Displays AGL and preselected decision height (DH)
- Provides audible warning when descent is below DH
- Test button send a 40-foot altitude code to indicator to test the display and warning alerts
- External DH output
- Includes visual and audible gear-up warning when aircraft is below 100 feet
- Must have Night Vision Goggle (NVG) capability
- Trip-point output allows activation of additional pilot alerts
- Trip Points for -X0 Versions: every 100 feet up to 800 feet
- Trip Points for -X1 Versions: 100, 150, 200, 300, 400, 500, 700 & 1000 feet

Section 4.1.3.13 Remote ELT C406-N HM (P/N 453-5061)

- Transmits the standard swept tone on 121.5 and 243.0 MHz.
- Contains the latitude/longitude information 406 MHz transmitter turns on and transmits an encoded digital message to the Cospas/Sarsat satellite system
- Must have a multi-axis G-Switch
- Operating Frequency Requirement: 406 MHz, 121.5 & 243. MHz +/- 0.005% (A3X)
- Output Power of 406 MHz: 5 W (520 ms / 50 sec) for 24 hours @ -20°C to +55°C, 121.5/243.0 MHz: 100 mW min (+20 dBm) for 50 hours @ -20°C to +55°C
- Temperature certified to operate at -20°C to +55°C, Storage: -55°C to +85°C

Section 4.1.3.17 AAI dual pop out chin bubble windows with matching tint to existing wind screen (blue tint P/N 206-215-001, 206-215-003)

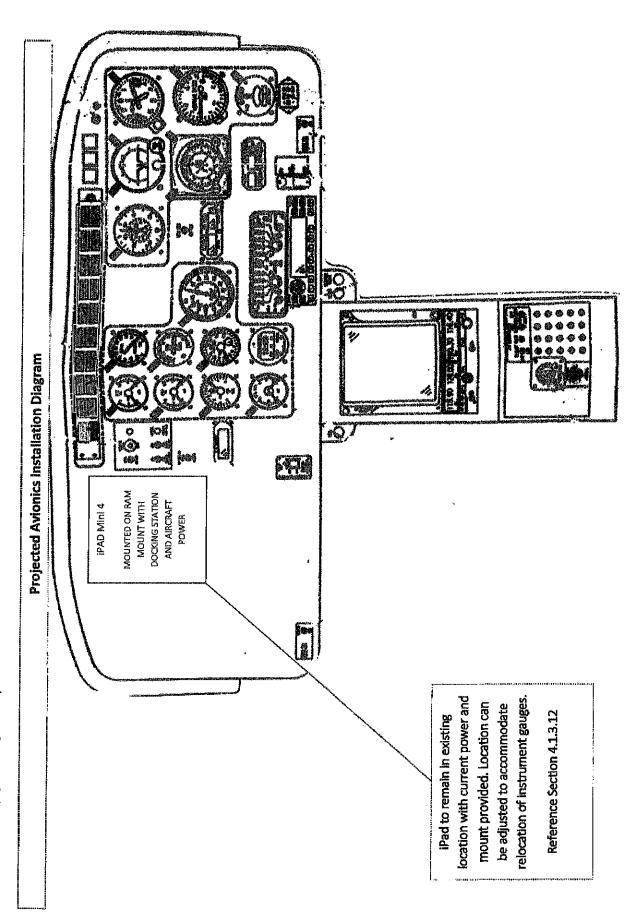
- Blue tint must match existing wind screen
- Pop out rubber seal
- STC Required

Section 4.1.3.21 Paravion engine auto relight kit.

- Electrical system automatically initiates ignition exciter assembly
- Ignition exciter assembly is activated when power turbine tach generator drops below 96% and is again disabled if the gas producer drops below 55%.

Section 4.1.3.22 AAI high skid gear

- The aircraft requires high skid gear due to unimproved landing areas and mission profile
- Crosstubes must have clamp-on, stainless steel wear pads with an anti-corrosion and anti-chafe coating.
- STC required

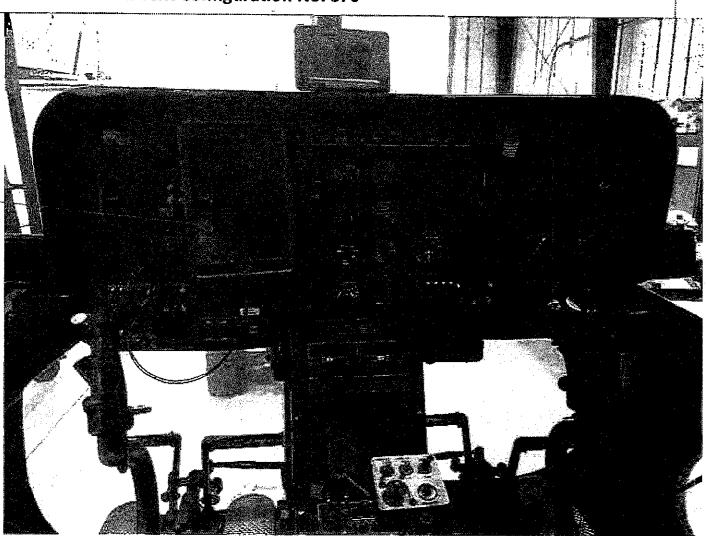


Page 1 of 3

Current Configuration N67876

iPad to remain in existing location with current power and mount provided. Location can be adjusted to accommodate relocation of instrument gauges.

Reference Section 4.1.3.12



Projected Configuration

Projected
Configuration
without Avalex
monitor recording
system and laser
interlock.

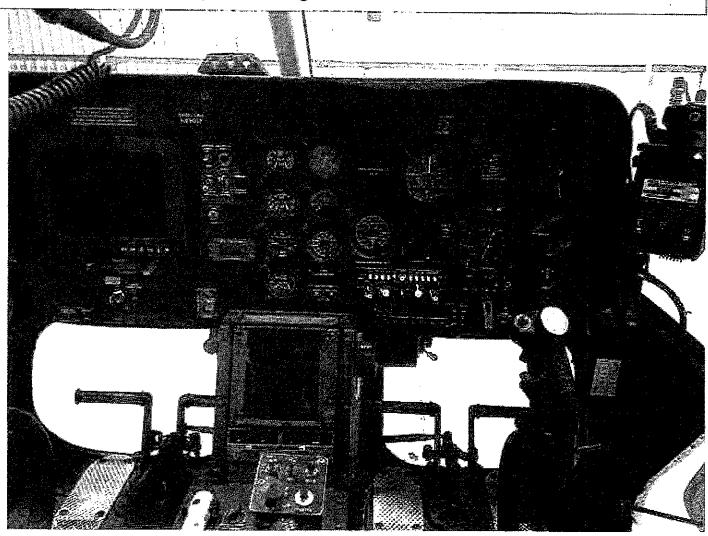
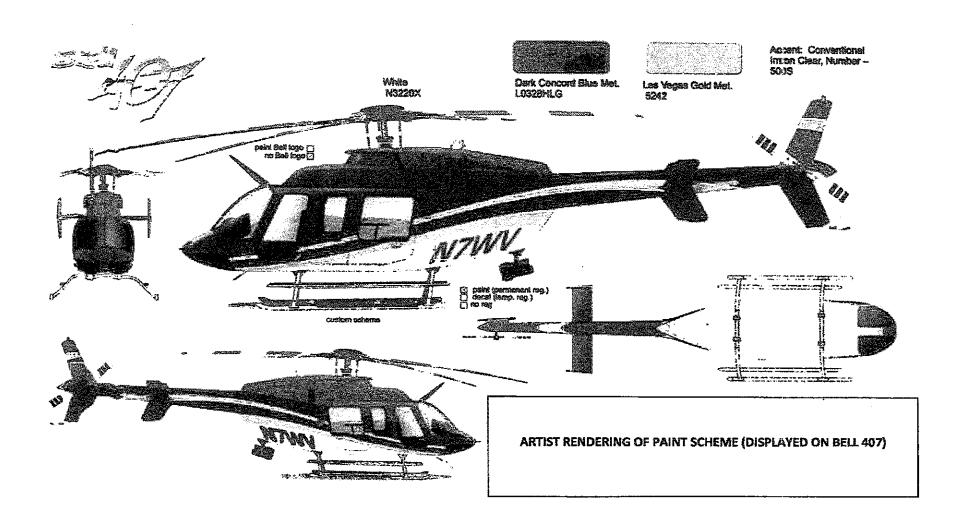


Exhibit E – Artist Rendering and Pictures displaying Paint Scheme, State Seal and WVSP Patch Decal per Section 4.1.1.1 Bell TH67/certified 206B, S/N 5220 (N67876)



Page 1 of 3

Exhibit E — Artist Rendering and Pictures displaying Paint Scheme, State Seal and WVSP Patch Decal per Section 4.1.1.1

Beil TH67/certified 206B, S/N 5220 (N67876)

Exterior paint will be refinished in accordance with the State of West Virginia Aviation Division three (3) color scheme to include wing walk on top of fuselage and the following colors:

White N3220X, Dark Concord Blue Metallic LO328HLG Las Vegas Gold Metallic 5242.

Tail Number will be shadowed

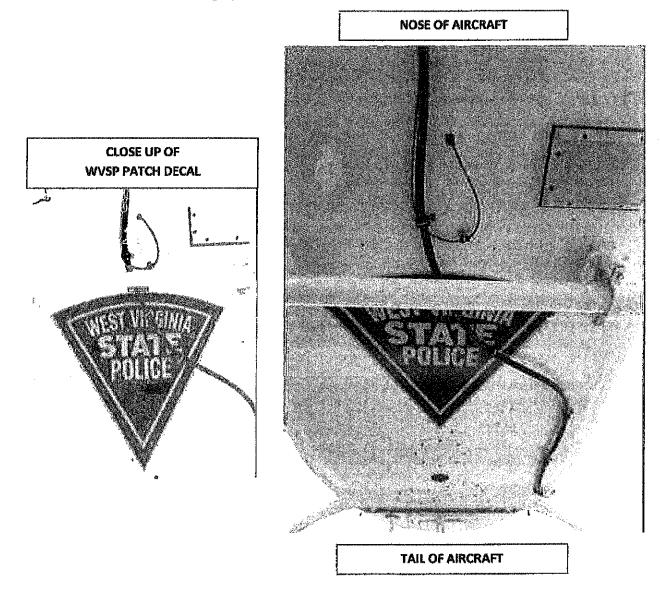
The WV State Police will provide (2) two State Seals, one on each side.





Exhibit E — Artist Rendering and Pictures displaying Paint Scheme, State Seal and WVSP Patch Decal per Section 4.1.1.1
Bell TH67/certified 206B, S/N 5220 (N67876)

The WV State Police will provide the WV State Police Patch Decal for the belly to be placed in the location and direction as displayed below.



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:	
Vendor's Name: Uniflight, LLC	
Authorized Signature:	Date: 3/12/19
State of Vexas	, , , ,
County of Carcart, to-wit:	
Taken, subscribed, and sworn to before me this 2^{μ} day of _	March 2019
My Commission expires Namary 27	, 2021.
AFFIX SEAL HERE NO	CARY PUBLIC Deborch Freeman
DEBORAH FREEMAN	Purchasing Affidavit (Revised 01/19/2018)

My Commission Expires Jan 27, 2021

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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)	ved)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal representa	t of addenda may be cause for rejection of this bid. ation made or assumed to be made during any oral lives and any state personnel is not binding. Only the specifications by an official addendum is
Uniflight, LLC	
Company	
Authorited Signature March 12, 2019	
Date	

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

Exhibit A - Pricing Page

Bell TH67/certified 206B, S/N 5220 (N67876)

CRFQ: 0215 AVN1900000003

Vendor: Uniflight LLC

Section A:

Item #1: Vendor is to provide the Lump Sum amount for Items listed below

	Description	Unit of	Estimated	Extended
Item		Measure	Quantity	Cost
	Remove interior and exterior paint and repaint the interior and exterior per Agency specifications as per Section 4.1.1.1 and			
1	related Exhibit E.	Lump Sum	1	\$39,986.65
2	Remove designated equipment in Section 4.1.2 and provide and install new equipment in Section 4.1.3.	Lump Sum	1	\$322,512.10
			Section A:	\$362,498.75

Section B:

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

Description		Per Trip
137	NM to vendor facility divided by 100 (KTAS) x \$600.00 (per hour) x 2 (roundtrip)	\$1,644.00
	Section B:	\$1,644.00

Section C:

Vendor to enter road mileage (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and the vendor's facility. Mileage will be shortest distance between Yeager Airport (CRW) and the vendor's facility using Google Maps Driving Directions. 54.5 cents per mile is the current state of WV reimbursement mileage rate. Agency estimates making 4 trips to vendor during the 90 day period of contract.

	<u> </u>	
Description		Per Trip
202	RM to vendor facility x 54.5 cents per mile x 2 (roundtrip) x 4 (estimated number of trips)	\$880.72
	Section C:	\$880.72
	Subtotal Section A:	\$362,498.75
	Subtotal Section B:	\$1,644.00
	Subtotal Section C:	\$880.72
	Total Bid:	\$365,023.47

^{*}Section B for evaluation purposes only, Section B amount will not be included in the award total.

^{*}Vendors must complete Exhibit A - Pricing Page in its entirety in legible form and submit with their bid.

^{*}In addition, Vendors are to submit with the bid an itemized pricing sheet to include parts and labor associated with each item to be installed under Section 4.1.3. The itemized list is for reference purposes only. Contract Award is based on the total lump sum bid not the itemization.

^{*}Section C for evaluation purposes only, Section C amount will not be included in the award total.

Exhibit B - Equivalent Identification Page Bell TH67/certified 206B, SN: 5220 (N67876)

CRFQ:	0215 AVN190000003
Vendor:	Uniflight LLC

Vendors submitting Equivalent components must submit this form with their submitted bid response. Vendors should provide equipment specification sheets with their submitted bid response.

		Vendor S	Vendor Submitted		
Item #	Description	Equivalent Brand	Equivalent Brand Model Number		
4.1.3.4	Garmin GPS Helicopter Terrain Awareness and Warning System (HTAWS) – GTN series w/Alert Acknowledge Switch.	N/A			
4.1.3.5	Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS System, including: 1 EA 010-00820-A0 Receiver, black 1 EA 010-01157-41 Americas North SD Datacard 1 EA G35 GPS Antenna 1 EA 16 Watt Enablement	N/A			
4.1.3.6	Garmin Transponder, GTX 345R remote mount, ADS-B Out and In with GTN series radio interface	N/A			
4.1.3.7	Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place Intercom System (ICS), pilot and copilot foot switch, pilot and copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch. Install Jupiter JA95-N01 rear remote panel plug and play.	N/A			
4.1.3.8	Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit	N/A			
4.1.3.10	Free Flight TRI-40 radar altimeter and associated transceiver, wiring and antennas.	N/A			
4.1.3.13	Install and program complete install kit to include remote ELT C406-N HM (P/N 453-5061	N/A			
4.1.3.17	AAI dual pop out chin bubble windows with matching tint to existing wind screen (blue tint P/N 206-215-001206-215-003)	N/A			
4.1.3.21	Paravion engine auto relight kit	N/A			
4.1.3.22	AAI high skid gear	N/A			



---DISCREPANCIES/O&A's--

<u>Description</u>

<u>Notes</u>

<u>Item</u>

2617 Aviation Parkway Grand Prairie, TX 75052 Phone: (972) 623-3444 Fax: (972) 623-2414

Estimate No: 3833R5

Date: 12-Mar-2019 PO#: TBD

WO#: 0

Department of Administration - Aviation Division Attn: Melissa Pettrey 502 Eagle Mountain Rd. Tel:

502 Eagle Mountain Rd. Charleston, WV 25311

E-Mail: melissa.k.pettrey@wv.gov

Model: TH 67 S/N: 5220

Uniflight is pleased to submit the following technical and pricing proposal for your review and consideration. We appreciate the opportunity to provide you this information and look forward to offering you any additional data you may require or answer any questions that you may have.

to offering	o offering you any additional data you may require or answer any questions that you may have.						
Section 1	000	INDUCTION					
<u>Item</u>	<u>Notes</u>	<u>Description</u>	<u>Vendor</u>				<u>Unit total</u>
1000	1-4	Incoming Inspection / Inventory Uniflight \$		\$	195.70		
1001	1-4	Preliminary Inspection	Uniflight			\$	-
1002	1-4	Hidden Damage Inspection	Uniflight			\$	-
1003 1004	1-4 1-4	Incoming Maintenance Test Flights Incoming Avionics Checkouts & Test Flight	Uniflight Uniflight			\$	95.00 95.00
1004	1-4	Incoming Avionics Checkouts & Test Flight	Onlingin		Total Section 1000	\$	385.70
Section 1	100	ENGINEERING/APPROVALS/PLANNING			Total Section 1000	<u> </u>	303170
		Description	<u>Vendor</u>				Unit total
<u>Item</u> 1100	<u>Notes</u> 1-4	Electrical Integration	Uniflight			\$	7,828.00
1101	1-4	Structural Engineering (IP Mods. And installation dwg.)	Uniflight			\$	6,270.00
1102	1-4	Electrical/Structural DER 8110-3 Approval	Uniflight			\$	4,000.00
1103	1-4	Electrical Load Analysis	Uniflight			\$	2,508.00
1104	1-4	FMS / ICA's & 337's	Uniflight			\$	2,090.00
1105	1-4	Develop Post Installation Checkout	Uniflight			\$	836.00
1106	1-4	Records Research (TBD)	Uniflight			\$	-
					Total Section 1100	\$	23,532.00
Section 1	200-1999	MAINTENANCE				Ť	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Item	Notes	<u>Description</u>	<u>Vendor</u>	Part Number / Mode	1		Unit total
1200	1-4	TBD	0	0		\$	-
		1		ļ	Total Section 1200-1999	\$	-
Section 2	000-6999	REMOVALS / COMPLETION / CUSTOMIZING					
Item	Notes	Description	Vendor	Part Number / Mode	1		Unit total
2000	1-4	Install Uppper, LH & RH LED Lights	Dallas Avionics		-0770875-02; 01-0770905-04	\$	4,050.53
2100	1-4	Install Garmin GPS Helicopter Terrain Awareness and Warning	Garmin	010-00878-02	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	10,731.00
2200	1-4	Install "Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS	Garmin			\$	32,697.83
2300	1-4	Install Garmin Transponder, GTX 345R remote mount, ADS-B Out and	Garmin	010-01217-02		\$	10,601.33
2400	1-4	Install Jupiter Dual Audio Controller, JA94-N02A NVIS audio	0	JA94-N02A		\$	13,880.33
2500	1-4	Install Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver	0	JA33-001		\$	1,849.17
2600	1-4	Install and program complete install kit to include remote ELT C406-N	0	0		\$	9,377.65
2700	1-4	Install Paravion engine auto relight kit	Paravion	206ER-100-1		\$	14,567.53
2800	1-4	Install AAI high skid gear	AAI	058-321-340		\$	27,832.27
2900	1-4	Install New instrument panel w/powder coat finish and silkscreen	0	206-075-278-059		\$	8,126.73
3000	1-4	Install and/or provide 1.5 inch ram ball mount, power and audio	0	0		\$	3,922.60
3100	1-4	Install ipad RAM cradle with a Paravion STC monitor located on the	0	0		\$	3,871.02
3200	1-4	Install wire strike protection system	AAI	965-37402-001		\$	20,661.33
3300	1-4	Install dual control safety kit	AAI	058-928-001		\$	1,969.07
3400	1-4	Install High visibility front crew doors with snap vents (left and right).	AAI	206-771-002		\$	33,420.67
3500	1-4	Install ASU NVG system	ASU	0		\$	51,099.32
3600	1-4	Remove and replace chin bubble windows with AAI dual pop out chin		0		\$	4,959.69
3700	1-4	Remove seats and ship to Oregon Aero for padding upgrade and	0	0		\$	9,766.40
3800	1-4	, , , , , , , , , , , , , , , , , , , ,	0	0		\$	489.25
3900	1-4	Remove and replace interior plastic trim	AAI	0		\$	13,365.00
4000	1-4	Remove Rear video monitor mount and wiring	0	0		\$	195.70
4100	1-4	Provide snow baffles to match paint scheme	0	0		\$	6,269.60
4200	1-4	Remove Transponder Bendix King model KT76A	0	0		\$	391.40
4300	1-4	Remove 2 audio Panels NATCOM AA95 on the front instrument panel		0		\$	391.40
4400	1-4	Remove UHF radio KTR-09 and associated antenna and wiring	0	0		\$	587.10
4500	1-4	Remove all components and wiring associated with any avionics	0	0		\$	782.80
4600	1-4	Remove Left and Right hand position lights	0	0		\$	782.80
4700	1-4	Remove upper and lower anti-collision light and power supply	0	0		\$	587.10
4800	1-4	Remove inteli-start and associated wiring and components	0	0		\$	782.80
4900	1-4	Strip and Paint aircraft	0	0		\$	39,986.65
5000	1-4	Install Shadin Miniflo-L P/N: 912045T-D Digital Fuel management	0	0		\$	1,045.17
5100	1-4	Freight	0	0	Tatalo, il accesso	\$	6,800.00
					Total Section 2000-6999	\$	335,841.25

<u>Vendor</u>

Part Number / Model

<u>Unit total</u>

7000	1-4	TBD	0	0		\$	-
			·	•	Total Section 7000-7999	\$	-
Section 8	000-8999	Overhaul					
<u>Item</u>	<u>Notes</u>	<u>Description</u>	<u>Vendor</u>	Part Number / Model			<u>Unit total</u>
8000	1-4	TBD	0	0		\$	-
	•		•		Total Section 8000-8999	\$	-
Section 9	000	FLIGHT LINE					
<u>Item</u>	<u>Notes</u>	<u>Description</u>	<u>Vendor</u>				Unit total
9000	1-4	Perform post Maintenance Ground Runs	Uniflight			\$	-
9001	1-4	Perform Maintenance Test Flights	Uniflight			\$	-
9002	1-4	Perform post Avionics Ground Testing	Uniflight			\$	1,565.60
9003	1-4 1-4	Perform Avionics Flight Testing	Uniflight			\$	391.40
9004	1-4	Weight & Balance	Uniflight		Total Section 9000	\$ \$	782.80 2,739.80
					Total Section 9000	Ą	2,739.00
2 3 4	D) Uniflight is Projected p DADDITIONA	umes all work will be accomplished by Uniflight. requesting aircraft required documentation to perform job scope. reformance start date is ,TBD, pending acceptance of q NL WORK PERFORMED NOT RELATED TO THE QUOTED JOB, WILL BE C		ICING WILL			
В	BE ADJUSTED	FOR ALL OVER AND ABOVE WORK PERFORMED.					
PRICING	/TERMS						
		Lead Time:					TBD
		Estimated time (working days) required to schedule work to a commences upon receipt of signed quote and initial deposit. Down Time:	be performed. Lead time				TBD
		Estimated time required (working days) in order to complete Subject to confirmation of available resources, vendor lead-ti					
		Pricing:		Pricing contained	in this proposal is valid until:	1:	1-May-2019
					Payment Terms:		30 Days
٧	VIRE TO:	: Texas Capital Bank			Section 1000 Totals	\$	385.70
		2350 Lakeside Blvd. Suite 800			Section 1100 Totals	\$	23,532.00
		Richardson, TX 75082			Section 1200-1999 Totals	\$	-
		,			Section 2000-6999 Totals	\$	335,841.25
					Section 7000-7999 Totals	\$	•
		Account Name: Uniflight, LLC.			Section 8000-8999 Totals	\$	
		ABA Wire Routing: 111017979			Section 9000 Totals	\$	2,739.80
		Swift Code: TXBUS44			Estimated Freight	\$	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Account Number: 1111076715			Sub Total:	\$	362,498.75
		Account Number: 1111010110			Sales tax	\$	-
				TOTALD	RICE ALL SECTIONS:	\$	202 400 75
				TOTALP	RICE ALL SECTIONS:	Þ	362,498.75
		Payment Due Upon	Contract Signature or receipt of custom Estimate of Paym		upon receipt of the deposit: US on of Above Scope of Work: US CC processing Fee: US		\$0.00 362,498.75 \$14,499.95
	modificatio	ery effort has been made to provide all necessary information on to the above is required, please contact the undersigned at g pricing as necessary.					
		<u> </u>	<u>GREED AND ACCEPTED:</u> Uniflight				
			Jeff Halt			1	2-Mar-2019
	a Cianatura	/ Date	Authorizing Signature / Da	to			
Authorizin	ig Signature	/ Bate	/tatriorizing signature / Da	ie .			
Authorizin	ig signature	, but	Jeff Holt / Business Develo				

Operations Specifications

Table of Contents

Part A

	HQ CONTROL	EFFECTIVE	AMENDMENT
	DATE	DATE	NUMBER
001 Issuance and Applicability	02/11/2016	04/11/2016	4
002 Definitions and Abbreviations	02/11/2016	04/11/2016	2
003 Ratings and Limitations	01/30/2004	08/24/2012	1
004 Summary of Special Authorizations and Limitations	09/23/1998	03/11/2013	1
007 Designated Persons	12/19/2006	01/24/2014	2
025 Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media	11/16/2004	03/11/2013	0
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	08/07/2012	ı

Uniflight LLC Part A-1 Certificate No.: 3UWR890B Print Date: 4/11/2016

Operations Specifications

A001. Issuance and Applicability

HQ Control: 02/11/2016

HQ Revision:

05e

a. These operations specifications are issued to Uniflight LLC, a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location: 627 Airport Road Belle Vernon, Pennsylvania 15012 Mailing Address: 627 Airport Road Belle Vernon, Pennsylvania 15012

- b. The holder of these operations specifications is the holder of certificate number 3UWR890B and shall hereafter be referred to as the "certificate holder".
- c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.
- d. The repair station specified on these operations specifications and located within the United States performs maintenance and/or an alteration of aircraft and/or aeronautical products to be installed on aircraft under the terms and conditions of the U.S./EU Safety Agreement, Annex 2, Maintenance, between the FAA and the EU.
- e. The certificate holder is authorized to conduct the operations described in subparagraph a under the following other business names:

Uniflight West Penn Delegated authorities: None

A001-1 Certificate No.: 3UWR890B Amdt, No: 4

Operations Specifications

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura L Delewski, Principal Maintenance Inspector (EA03) [1] SUPPORT INFO: HQ Amended Paragraphs [2] EFFECTIVE DATE: 4/11/2016, [3] AMENDMENT #: 4 DATE: 2016.04.11 07:39:14 -05:00

4-11-2016

Date

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Certificate No.: 3UWR890B

Operations Specifications

A002 . Definitions and Abbreviations

HQ Control: 02/11/2016

HQ Revision: 05c

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

BASA The Bilateral Aviation Safety Agreement (BASA) is an executive

agreement concluded between the United States and a foreign country

for the purpose of promoting aviation safety; also known as an

Agreement for the Promotion of Aviation Safety.

Certificate Holder In these operations specifications, the term "certificate holder" means

the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this

certificate.

CFR Code of Federal Regulations

Class rating As used with respect to the certification, ratings, privileges, and

limitation of aircraft within a category having similar operating

characteristics.

EASA European Aviation Safety Agency

EASA Accountable The manager who has corporate authority for ensuring that all

Manager maintenance required by the customer can be financed and carried out

to the standard required by the EASA full-member Authority.

EU European Union

Manager

Exemption An authorization that permits an alternate means of compliance with a

specific CFR. The exemption must meet the procedural requirements

of 14 CFR Part 11.

FOCA Federal Office of Civil Aviation

FAA Accountable A person designated by the certificated repair station who is

responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the

primary contact with the FAA.

Geographic An approval provided to a repair station located outside the United

Uniflight LLC A002-I Certificate No.: 3UWR890B

Amdt. No: 2

U.S. Department of Transportation Federal Aviation Administration	Operations Specifications
Authorization	States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S registered aircraft under 14 CFR Part 129) at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EU Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
МОЕ	A maintenance organization exposition (MOE) pertains to EASA member countries that use an MOE in place of a Repair Station Manual (RSM) and a Quality Control Manual (QCM).
Preventive Maintenance	As defined in 14 CFR part 1 and part 43 appendix A, subparagraph (c).

Quality Control Manual

A certificated repair station located in the United States.

A002-2 Certificate No.: 3UWR890B Amdt. No: 2

QCM

Repair Station located in the United States

Operations Specifications

Repair Station located outside the United

A certificated repair station located outside of the United States.

States

RSM

Repair Station Manual

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura L Delewski, Principal Maintenance Inspector (EA03) [1] SUPPORT INFO: HQ Amended Paragraphs [2] EFFECTIVE DATE: 4/11/2016, [3] AMENDMENT #: 2 DATE: 2016.04.11 07:39:16 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Date

4-11-2016

A002-3 Certificate No.: 3UWR890B Amdt. No: 2

Operations Specifications

A003 . Ratings and Limitations

HQ Control: 01/30/2004

Certificate No.: 3UWR890B

HQ Revision:

010

The Certificate Holder is authorized the following Ratings and/or Limitations:

Class Ratings

None authorized

Limited Ratings

Rating	<u>Manufacturer</u>	<u>Make/Model</u>	Limitations
Airframe	From the accepted Capability List, as amended.		Airframe rating is limited to maintenance, inspection, and alteration of only those airframes authorized by the Make (s) and Model(s) identified on the Uniflight LLC current FAA accepted Capabilities List. Maintenance, inspection, and alteration of airframes for which Uniflight LLC does not provide suitable technical data, equipment, materials, facilities, and trained personnel are not authorized.
Engines			Engine rating is limited to maintenance, inspection, and alteration (excluding overhaul) of only those engines installed on airframes authorized by the Make(s) and Model(s) identified on the Uniflight LLC current FAA accepted Capabilities List. Maintenance, inspection, and alteration of engines for which Uniflight LLC does not provide suitable technical data, equipment, materials, facilities, and trained personnel are not authorized.
Instruments	-	Capability List, as amended.	Authorization is limited to Altimeter and Altitude reporting equipment tests and inspections required by Title 14 CFR 91.411 on only those airframes authorized by the Make(s) and Model(s) identified on the Uniflight LLC current FAA accepted Capabilities List. Altimeter and Altitude inspection and testing on airframes for which Uniflight LLC does not provide suitable technical data, equipment, materials, facilities, and trained personnel are not authorized. Altimeter and Altitude tests and inspections are to be performed in accordance with the requirements of Title 14 CFR Part 43, Appendix (e).
Radio - RADAR	Capability List, as amended.	Capability List, as amended.	Authorization is limited to Transponder equipment tests and inspections required by Title 14 CFR 91.413 on only those airframes authorized by the Make(s) and Model(s) identified on the Uniflight LLC current FAA accepted Capabilities List. Transponder testing and inspection on airframes for which Uniflight LLC does not provide suitable technical data, equipment, materials, facilities, and trained personnel are not authorized. Transponder tests and inspections are to be performed in accordance with the requirements of Title 14 CFR Part 43, Appendix (f).
Accessories	From the accepted	From the accepted	Accessory rating is limited to maintenance, inspection,

Operations Specifications

Rating

Manufacturer

Make/Model

Limitations

- Electrical

Capability List, as amended.

amended.

Capability List, as and alteration of only those accessories as depicted on the Uniflight LLC FAA Accepted Capabilities List. Maintenance, inspection, and alteration of accessories for which Uniflight LLC does not provide suitable technical data, equipment, materials, facilities, and trained

personnel are not authorized.

Limited Ratings - Specialized Services

Rating

Specifications

Limitations

None Authorized

- 1. Issued by the Federal Aviation Administration.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura Delewski, Principal Maintenance Inspector (EA03) [1] EFFECTIVE DATE: 8/24/2012, [2] AMENDMENT #: 1 DATE: 2012.08.23 07:35:53 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Date

8-24-2012

Certificate No.: 3UWR890B

Operations Specifications

A004. Summary of Special Authorizations and Limitations

HQ Control: 09/23/1998

Certificate No.: 3UWR890B

HQ Revision:

010

a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

	Paragraphs
Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

b. The certificate holder is not authorized and shall not:

	Reference Paragraphs
Use Exemptions.	A005
Perform maintenance with NAA ratings where the scope of work is authorized by a BASA/MIP.	A060
Perform work, including continuous operations, at additional locations other than at its primary fixed location.	A101
Perform maintenance in accordance with foreign repair station geographic authorizations.	B050
Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating U.S. registered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station.	¹ D107

Operations Specifications

1. The Certificate Holder applies for the Operations in this paragraph.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura Delewski, Principal Maintenance Inspector (EA03) [1] SUPPORT INFO: Uniflight Domestic Repair Station Manual, Revision C, dated March 1, 2013. [2] EFFECTIVE DATE: 3/11/2013, [3] AMENDMENT #: 1 DATE: 2013.03.11 06:46:23 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Date

Mary 12. 2013

Uniflight LLC

A004-2 Amdt. No: 1 Certificate No.: 3UWR890B

Operations Specifications

A007. Designated Persons

HQ Control: 12/19/2006

HQ Revision:

030

a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

Table 1 - Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
1 17/10	Mansfield, Daniel Joseph	A,D
Manager of Quality Assurance	Giacomin, Christopher William	A,D

b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 – Designated to Receive INFO Messages

Name	Email Address		Type of Information to Receive
1			ALL
Christopher Giacomin	cgiacomin@uniflight.com	724-823-0082	ALL

- 1. The Certificate Holder applies for the Operations in this paragraph.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura L Delewski, Principal Maintenance Inspector (EA03) [1] SUPPORT INFO: Change in Personnel requested via email to PMI dated January 23, 2014.

[2] EFFECTIVE DATE: 1/24/2014, [3] AMENDMENT #: 2

DATE: 2014.01.24 05:58:59 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Date

INN 24- 2014

Operations Specifications

A025 . Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media **HQ Control:** 11/16/2004

HQ Revision:

00a

a. The certificate holder is authorized to use an approved electronic/digital recordkeeping system, described and/or referenced in this paragraph (if none, enter N/A.)

N/A

b. The certificate holder is authorized the use of the following electronic/digital signature procedures (if none, enter "N/A").

N/A

c. The certificate holder is authorized to use electronic media for the repair station and quality control manuals, if acceptable (if none, enter "N/A").

Uniflight West Penn LLC is authorized to utilize electronic technical data in accordance with the procedure set forth in the Uniflight West Penn Domestic Repair Station Manual, Chapter 7; Section 7.3, Equipment, Materials, and Technical Data, Paragraph 7.3.1; General Requirements, current revision.

- 1. The Certificate Holder applies for the Operations in this paragraph.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura Delewski, Principal Maintenance Inspector (EA03) [1] EFFECTIVE DATE: 3/11/2013, [2] AMENDMENT #: 0 DATE: 2013.03.11 07:03:03 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145

Date

March 12-2013

Uniflight LLC

A025-1 Amdt. No: 0 Certificate No.: 3UWR890B

Operations Specifications

A449. Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision:

00a

- The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

	Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:
Telephone Number:	
Address:	2617 Aviation Parkway
Address:	
City:	Grand Prairie
State:	TX
Zip code:	75052-7608

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

Operations Specifications

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Laura Delewski, Principal Maintenance Inspector (EA03) [1] EFFECTIVE DATE: 8/7/2012, [2] AMENDMENT #: 1 DATE: 2012.08.07 13:01:48 -05:00

7-Aug-2012

Date

3. I hereby accept and receive the Operations Specifications in this paragraph.

Mansfield, Daniel Joseph, FAA Accountable Manager, 145