



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

State of West Virginia
 Request for Quotation

Proc Folder: 118501

Doc Description: AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-24	2015-07-09 13:30:00	CRFQ 0215 AVN1500000011	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone
 Number:

Landmark Aviation
 1030 PTI Drive
 Greensboro, NC 27409
 336-668-0411

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN#

DATE

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

Page:

FORM ID:WV-PRC-CRFQ-001

07/08/15 10:05:22
 WV Purchasing Division

INVOICE TO:		SHIP TO	
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV 25305-0121 US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND EMERGENCY REPAIR SERVICE AIRCRAFT	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :

Vendor is to use and submit Exhibit "A" Pricing Page with their submitted bid. Exhibit "A" is attached to the files as an Excel document and will autocalculate Vendors price information.

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

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

Question Submission Deadline: Monday, June 29th, 2015 at 9:00 AM. EDT.

Submit Questions to: Guy Nisbet, Buyer Supervisor
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@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.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: Thursday, July 9th, 2015 at 1:30 PM. EDT.

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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
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, women-owned, 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required 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. "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.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of One (1) 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 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. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- 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.

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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$250,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

-
-
-
-
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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 above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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.

per 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.

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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____
N/A

for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** 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. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 29. 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>.
- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

32. 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.

33. 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.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. 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 purchasing.requisitions@wv.gov.

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.

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.

REQUEST FOR QUOTATION
 AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV
 Cessna 208B, N2WV, SN: 2077

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2009 Cessna 208B, N2WV, SN: 2077

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 "Consumables" means paper towels, wash solution, cleaners. Vendor will incorporate this figured in Hourly Shop Rates on Pricing Page.
 - 2.3 "CESCOM" means the exclusive factory authorized maintenance tracking program for Cessna.
 - 2.4 "KTS" means knots true air speed
 - 2.5 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit "A" and used to evaluate the Solicitation responses.
 - 2.6 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **AIRCRAFT MAINTENANCE AND REPAIR:** To provide aircraft scheduled, un-scheduled maintenance, and/or emergency repairs for the following aircraft: 2009 Cessna, N2WV, SN: 2077
 - 3.1.1.1 **INSPECTION, MAINTENANCE, REPAIRS AND SERVICES:** The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency

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AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV
Cessna 208B, N2WV, SN: 2077

repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time. All maintenance and services will be accomplished promptly and without delay.

The vendor will commence maintenance no later than one (1) working day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition.

Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

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

3.1.1.3 AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the Federal Aviation Administration and will be licensed as an Aircraft Repair Station. The repair station will maintain parts and tools as required. The station will also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines.

The vendor should provide a copy of their FAA Repair Station License with their submitted bid response. This license documentation will be required before contract is awarded.

3.1.1.4 AUTHORIZED SERVICE CENTER: The vendor shall be a Cessna Authorized Service Center for the model(s) of aircraft specified herein for the duration of the purchase order. The vendor shall provide a copy of their Cessna Service Center Certificate.

The Vendor should provide a copy of the Cessna Service Center certificate with their bid submission. This certificate documentation will be required before award of Contract.

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3.1.1.5 CERTIFIED MECHANICS: The vendor shall employ at least five (5) licensed airframe and power plant mechanics experienced in aircraft maintenance, and an authorized inspector having at least three (3) years current aircraft experience for the models of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with the Cessna Authorized Service Center agreement for the duration of this purchase order.

All inspections, maintenance and services must be entered in CESCO and the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate.

The vendor shall provide the State of West Virginia with an updated Roster listing by name and FAA mechanics certificate number licensed airframe & power plant mechanics and authorized inspectors employed by the vendor.

This Roster should be submitted with the vendors submitted bid response. This Roster documentation will be required before award of the contract.

3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM: The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code of Federal Regulations.

The vendor shall provide the State of West Virginia with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification.

This documentation should be submitted with vendors bid response. This documentation will be required before award of contract.

3.1.1.7 EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years of experience in aircraft operations and maintenance for the model of aircraft specified herein. A corporate resume outlining the corporate history and experience of the vendor shall be provided.

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This information should be submitted with vendors bid response.
This resume document will be required before award of contract.

3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at agency request.

At such time as an requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair Cannot be accomplished at the vendor's facility, the vendor will remove said engine and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair.

The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange. The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Cessna (Cessna Parts). Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors (Non-Cessna Parts). The vendor shall install or replace any or all approved parts that may be provided by the Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

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

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

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The vendor shall furnish the agency with a computer generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/unscheduled maintenance is performed.

3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall also provide the removal or replacement of components which do not require special tools, equipment or ratings response.

The vendor shall employ at least one avionics technician that will provide the removal, replacement or repair of avionics components as necessary.

The vendor shall provide the State of West Virginia with an updated roster listing the avionics technician(s) by name. This documentation should be provided with the vendors submitted bid response. This information must be provided before award of contract.

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

3.1.1.11 INSURANCE: The vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to the issuance of the contract. The minimum amount of insurance coverage required is \$ 250,000.00

4. CONTRACT AWARD:

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

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- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Exhibit "A" Pricing Page was created in Excel document. Only editable fields will accept Vendors information and auto calculate.

1. Rate Schedule: Unit Cost multiplied Estimated Quantity equals Extended Cost. For Line Items 1 through 3 of Exhibit "A" Pricing Page.
2. Parts: Items 4 and 5 "Parts" Percent Discount from List proposed by vender multiplied by Estimated List Price equals Extended Cost.
3. Equipment Use Fees: Items 6 through 9 – Unit Cost per use multiplied by Estimated Quantity equals Extended Cost.
4. Consumables Item 10 is the sum of Items 1 and 3 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables then enter "0" in the percentage field for NO COST.
5. Nautical Miles to Contractors Facility Airport from Yeager Airport, Charleston, WV. (Divided by) 160 KTAS (multiplied by) \$700.00 per hour (multiplied by) 2 Round Trip Calculation. Mileage will be verified using: <http://www.infoplease.com/atlas/calculate-distance.html>
6. Total Bid is the sum of Section "A" (+) "Section (B) (=) Total Pricing Page Bid Amount.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Guy.L.Nisbet@wv.gov.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRQM and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

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Vendors submitting in wvOASIS should enter the "Total Bid" amount from the Exhibit "A" Pricing Page into their Submitted online response.

If unable to respond online please submit the Exhibit "A" Proposal Form/Pricing Pages with your bid prior to the scheduled bid opening date.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this CRFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 Invoicing:** All invoices, delivery slips or freight bills must show the department of administration, aviation division, purchase order number.

The West Virginia Department of Administration, Aviation Division shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travels involves an overnight stay. Current West Virginia travel management regulations can be found at: <http://www.state.wv.us/admin/purchase/travel>.

Mileage charges will be reimbursed based on the current West Virginia travel regulations. Current West Virginia travel management regulations can be found at: <http://www.state.wv.us/admin/purchase/travel>.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within one working day(s) after orders are received. Vendor shall deliver emergency orders within one working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity

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is met.

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

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. MISCELLANEOUS:

- 7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased , quantities of items purchased , and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor 's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below .

Contract Manager: Mike Weeks

Telephone Number: 336-668-0411

Fax Number: 336-668-4434

Email Address: mweeks@landmarkaviation.com

Aviation Price Sheet (Cessna Caravan)

Vendors must complete the below cost scenario.

Section A:

Normal working hours are considered to be Monday thorough Friday from :

_____ 7:30am to _____ 4:00 pm. _____

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
RATE SCHEDULE :					
1	Straight Hourly Shop Rate	87.00	per hour	100	8700.00
2	Shop Rate other than Normal Working	130.50	per hour	10	1305.00
3	OPS 30 AC Severe Corrosion Inspection MLG	3915.00	per insp.	1	3915.00
				Total Lines 1-3	13920.00

PARTS:					
Line Item	Description		% Discount from List	Estimated List Price	Extended Cost
4	Cessna Parts:		8	\$3,000	2760.00
5	Non-Cessna Parts		8	\$2,000	1840.00

EQUIPMENT USE FEES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
6	Battery Service Fee (Lead Acid)	0	per use	1	0
7	Air Conditioning Cart	0	per use	1	0
8	Aircraft Scales	100	per use	1	100
9	Prop Balance Fee	100	per use	1	100

OTHER FEES:					
Line Item	Description				Extended Cost
	Consumables			% for cost of Consumables	
10	Consumables will be calculated based on a percentage of the total labor cost (Total Lines 1-3). Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.			7	974.40

Subtotal A:
Subtotal A: 19694.40

Section B:

Flight time calculation to fly Round Trip from Charleston, WV

Round Trip Cost Calculation will be based on the straight line distance of the contractor's facility from Yeager Airport in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.

Description	Per Trip
187 NM to contractor's facility divided by 160 (KTAS) x \$700.00 (per hour) x 2	1636.25
<i>Subtotal B:</i>	1636.25
<i>Subtotal Section A:</i>	19694.40
<i>Subtotal Section B:</i>	1636.25
Total Bid:	21330.65

Notes:

- 1) For line item 3, the vendor shall provide a cost based upon the ability to perform the OPS 30/AC Severe Corrosion Inspection for the Main Landing Gear on aircraft with the TKS Installed without removing the installed cargo pod.
- 2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the need of agency and will be determined based on the unit price supplied in the vendors bid.
- 3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 5) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
- 6) Consumable fee is captured on Line 10 as a percentage of the labor fees (items 1, 2, 3). Any Vendor not charging for Consumables will enter a "0" in the percentage field to reflect no cost.

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)

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

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

Landmark Aviation, Greensboro, NC

Company


 Authorized Signature

7 July 2015

Date

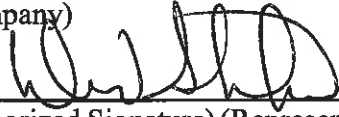
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Landmark Aviation, Greensboro, NC

(Company)



Dave Johnson, MRO Sales

(Authorized Signature) (Representative Name, Title)

336-668-0411

7 July 2015



Bid Clerk

Department of Administration, Purchasing Division

2019 Washington Street, E

Charleston, WV 25305

7 July, 2015

RE: CRFQ 0215 AVN150000011

Landmark Aviation and its family of employees are pleased to offer the attached proposal in response to CRFQ 0125 AVN150000011. As an FAA-Certified Repair Station and Cessna Authorized Customer Service and Support Facility, we have successfully completed hundreds of inspection and maintenance events on Cessna Caravan-series aircraft over the 43-year history of our facility. With this experience and our team of world-class technicians, we believe we are uniquely poised to complete the workscope outlined in the RFQ well within the stated time, budget, and quality specifications.

Please find enclosed the following documentation:

- Original copy of RFQ contract, with signatures
- Copy of RFQ contract
- Certificate of Liability Insurance
- Landmark Technician Roster with required license type/number (maintenance and avionics)
- FAA Certified Repair Station Certificate
- Cessna Service Center Agreement
- Landmark FAA Operations Specifications, including Drug Testing Program details

Should you need any additional information, please contact us:

Howard Henry, Director, MRO Sales

Hhenry@landmarkaviation.com

336-776-2252

Dave Johnson

Djohnson2@landmarkaviation.com

336-235-6055

Landmark Aviation has sincerely appreciated our relationship with the West Virginia Department of Aviation, and we thank you for your consideration of our proposal for the upcoming maintenance events on your Caravan.

Best Regards,

A handwritten signature in black ink, appearing to read "Dave Johnson", written in a cursive style.

Dave Johnson, MRO Sales



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Landmark FBO, LLC, et al 1500 CITYWEST BLVD SUITE 600 HOUSTON TX 77042 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois Union Insurance Company		27960
	INSURER B: Allianz Global Risks US Insurance Co.		35300
	INSURER C: The Charter Oak Fire Insurance Company		25615
	INSURER D: Starr Indemnity & Liability Company		38318
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570057186945** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A2PR000556514AM Aviation General Liabilit	12/01/2014	12/01/2015	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$200,000
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	\$10,000,000
							Hangarkeeper's Liability	\$10,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			810-9E766522-COF-15	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION			A2PR000556514AM Excess Auto Liability	12/01/2014	12/01/2015	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	1000001635 workers Compensation	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Poll Legal Liab			PPIG24540170002 Pollution SIR applies per policy terms & conditions	03/01/2014	03/01/2017	Aggregate Each Occurrence	\$25,000,000 \$10,000,000
							SIR/Deductible (1)	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For evidence of Insurance.

CERTIFICATE HOLDER Landmark Aviation 1500 Citywest Blvd, Suite 600 Houston TX 77042 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : 570057186945 Certificate No : 570057186945



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Landmark FBO, LLC, et al	
POLICY NUMBER See Certificate Number: 570057186945			
CARRIER See Certificate Number: 570057186945	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Complete List of Named Insureds

- Encore FBO, LLC and all subsidiaries
- LM U.S. Member LLC and LM U.S. Corp Acquisition Inc and their subsidiaries
- Landmark Aviation GSO-SAN, LLC dba Landmark Aviation
- Piedmont Hawthorne Aviation, LLC dba Landmark Aircraft Management & Charter - INT
- Landmark Aviation Miami, LLC
- Landmark Aviation
- Business Aviation Courier, Inc. dba Encore Air Cargo
- Galvin Flying Service, Inc.
- Midlantic Jet Charters, Inc.
- Sterling Aviation, LLC



Landmark Aviation Employee Listing

	Employee Name	Position	MGR	Super visor	Inspector	MX Release	Certificate Type and Number
1	Michael Blackman	Director of Aircraft Services	Yes			No	A & P [REDACTED]
2	Tim Bolton	Tech Research Inspector			S1,S2,S4,S5,A4,O,R,U	Yes	IA A&F [REDACTED]
3	Steve Everhart	Chief Inspector	Yes	Yes	S1,S2,S3,M,O,R,U	Yes	A&P [REDACTED]
4	Steve Hippert	Sales Manager			S1,S2,M,O,R,U	Yes	A&P [REDACTED]
5	Carter Shepherd	Parts Manager	Yes		R	No	None
6	Felix Setzer	Shipping/Receiving			R	No	None
7	Angela Hawkins	Purchasing Assistant			R	No	None
8	Steve Harless	Tech Inspector/ Repairman			S1,S2,U, A1, A2, A3, A4	Yes	A&P [REDACTED] Repair man [REDACTED]
9	Chuck Pfannkuchen	Technical Researcher/ Inspector			S1,S2,U,R	Yes	A&P [REDACTED]
10	Mark Jordahl	Avionics Manager	Yes	Yes	A1,A2,A3,A4,R	Yes	Repairman [REDACTED]
11	Michael Jarrell	Sales Manager	Yes	Yes		No	Repairman [REDACTED]
12	K. Wayne Clifford	Turbine A&P Inspector			S1,S2,U,R	Yes	A&P [REDACTED]
13	Scott White	Sales Manager			S1,S2,S4,U	Yes	A&P [REDACTED]
14	Susan (Kiptiness)Adolwa	Avionics Installer				No	A&P [REDACTED] / Repairman [REDACTED]
15	Jason Arthurs	Turbine A&P Inspector			S1, S2, S4, U, ETS1, PT2	Yes	A&P [REDACTED]
16	Justin Powell	Turbine A&P Inspector		Yes	S1, S2, U	Yes	A&P [REDACTED]



Landmark Aviation Employee Listing

	Employee Name	Position	MGR	Super visor	Inspector	MX Release	Certificate Type and Number
17	William Farmery	Crew Leader/Inspector		Yes	S1, S2	Yes	A&P [REDACTED]
18	Robert Pratt	Turbine A&P Inspector			S1, S2	Yes	A&P [REDACTED]
19	Christopher Page	A&P Turbine NDT Inspector			S1,S2,PT2,MT2, ET2,UT2,M,R,U	Yes	A&P [REDACTED]
20	Dennis (Allen) Norwood	Upholstery/Cabinet Tech.				No	None
21	Lynn Randolph	Receiving Inspector			R	No	None
22	Nicholas Johnsen	Turbine A&P Inspector			S1, S2, U	Yes	A&P [REDACTED]
23	Wade Taylor	Cabinet Lead				No	Repairman [REDACTED]
24	Darin Alfano	Turbine A&P Inspector			S1,S2,U	Yes	A&P [REDACTED]
25	Geoffrey Brashear	A&P Technician Turbine			S1, S2	Yes	A&P [REDACTED]
26	David Johnson	Turbine A&P Inspector		Y	S1, S2	Yes	A&P/ IA [REDACTED]
27	Shannon Santo	A Structures Inspector		N	S1	Yes	A [REDACTED]
28	Jerry Chapin	Turbine A&P Inspector		N	S1, S2	Yes	A&P [REDACTED]
29	Steve Weckerle	Avionics Technician		N		Yes	A&P [REDACTED]
30	Kirk Vogler	Turbine A&P Inspector		N	S1, S2	Yes	A&P [REDACTED]
31	Tyler Hill	Turbine A&P Inspector	N	N		Yes	A&P [REDACTED]



Landmark Aviation Employee Listing

	Employee Name	Position	MGR	Super visor	Inspector	MX Release	Certificate Type and Number
32	Darian Correll	Turbine A&P Inspector	N	N	S1, S2	Yes	A&P [REDACTED]
33	Timothy Joe Bush	Lead Upholstery Tech	N	Y		No	Repairman [REDACTED]
34	Megan Alford	Parts Clerk	N	N	R	No	None
35	Checter Demnko	A & P Technician	N	N		No	A & P [REDACTED]
36	Michael Wtulich	Turbine A&P Lead/ Inspector	N	N	S1, S2	Yes	A&P [REDACTED]
37	Jack Sullivan	Contract Avionics Technician	N	N		No	A&P [REDACTED]
38	Michael Dougherty	A & P Technician	N	N	S1, S2	Yes	A&P [REDACTED]
39	Nathan Roberts	A & P Technician	N	N	S1, S2	Yes	A&P [REDACTED]
40	Michael Francisco	Turbine A&P Inspector	N	N	S1, S2	Yes	A&P [REDACTED]
41	Jesse Small	Interiors Manager	Yes	Y	U	No	Repairman [REDACTED]
42	Roger Bullins	A & P Technician	N	N	S1, S2	Yes	A & P [REDACTED]
43	Barry Woosley	Avionics Lead	N	Y	A1,A2, A3, A4	Yes	Repairman [REDACTED]
44	Justin Green	A & P Technician	N	N	S1, S2	Yes	A&P [REDACTED]
45	Mark Hester	Parts Manager	Yes	Y	R	No	None
46	Josiah Small	Interior Technician	N	N		No	None
47	James Tyler	A Technician	N	N		No	[REDACTED]
48	Edgar Taylor	Interior Technician	N	N		No	None
49	Craig Cox	A & P Technician	N	N	S1, S2	Yes	A & P [REDACTED]
50	Mike Weeks	Service Manager	Yes	Y			IA A&P [REDACTED]
51	William Todd Rhodes	Contract A & P	N	N		No	A&P [REDACTED]

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number EWGR752D

This certificate is issued to
PIEDMONT HAWTHORNE AVIATION, L.L.C.
DBA LANDMARK AVIATION

whose business address is
Piedmont Triad International Airport
1030 PTI Drive
Greensboro, NC 27409

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:

CLASS RATINGS:
Airframe 1 AND 3, Powerplant 1 (05-26-09), Radio 1, 2, AND 3
LIMITED RATINGS:
Airframe (08-20-73), Instrument (01-14-74), Powerplant (12-18-84)
Accessory (12-13-93)
Specialized Services (03-08-73)
Non-Destructive Inspection and Testing (07-02-79)

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

Date issued:

January 16, 1973

By direction of the Administrator



James S. Verre, Manager
Greensboro Flight Standards District Office, EA-39

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, 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

REPRESENTATIVE AGREEMENT

This REPRESENTATIVE AGREEMENT ("Agreement") is entered into by and between Cessna Aircraft Company, which as to McCauley Service Centers does business as McCauley Propeller Systems ("Cessna"), a Kansas USA corporation, with its registered offices at One Cessna Blvd., Bldg. C-1, Wichita, KS 67215 USA, and the party/parties identified on the Signature Page(s).

Capitalized terms used herein but not otherwise defined in the text are defined below in General Terms - B. Definitions.

The Agreement consists of the General Terms and the identified documents for each appointment. In the case of multiple appointments, a Signature Page must be executed for each appointment.

GENERAL TERMS

A. PURPOSE OF AGREEMENT

This Agreement authorizes Representative to conduct the selected activities identified below and sets forth Cessna's and Representative's responsibilities to each other:

X

**AN AUTHORIZED CUSTOMER SERVICE AND SUPPORT FACILITY
for the Cessna aircraft and/or McCauley propeller systems
Identified in Exhibit B**

- Cessna Citation Service Center
- Cessna Citation Service Station
- Cessna Citation Line Service Facility
- Cessna Citation Limited Line Service Facility
- Cessna Propeller Authorized Service Facility
- McCauley Service Center

at the Representative's Service Facility Location set out in Exhibit A and no other location, unless otherwise authorized by Cessna.

The Agreement for an authorized Cessna Citation Service Center, Cessna Citation Service Station, Cessna Citation Line Service Facility or Cessna Citation Limited Line Service Facility consists of: the General Terms, Exhibits A, B, D, E, F, Service Addendum – General Terms, Service Addendum – Citation, Exhibit AAA, either a Prospect Identifier Addendum or a Strategic Prospect Identifier Addendum, and Signature Page.

The Agreement for an authorized Cessna Propeller Authorized Service Facility or McCauley Service Center consists of: the General Terms, Exhibits A, B, D, E, F, Service Addendum – General Terms, either a Prospect Identifier Addendum or a Strategic Prospect Identifier Addendum, and Signature Page.

The Australian Addendum applies, according to its terms, to Representatives in Australia only and is part of such Representative's Agreement.

EXHIBIT A

AREA AND LOCATION

Representative's Sales Area for the sale of:

- i. Cessna Caravan aircraft: Not Applicable
- ii. Cessna Citation aircraft: Not Applicable
- iii. Cessna Single Engine aircraft: Not Applicable

Representative's Authorized Accounts for the sale of:

- i. Cessna Caravan aircraft: Not Applicable
- ii. Cessna Citation aircraft: Not Applicable
- iii. Cessna Single Engine aircraft. Not Applicable

Representative's Service Facility Location

(same as Business Address, each appointment and location must be identified):

***Piedmont Hawthorne Aviation LLC dba Landmark Aviation
Piedmont Triad International Airport
1030 PTI Drive
Greensboro, NC 27409
United States of America***

Representative's Training Facility Location

(same as Business Address): Not Applicable

EXHIBIT B

SERVICE RESPONSIBILITIES

Citation business jets:

<input type="checkbox"/>	Citation Mustang	<input type="checkbox"/>	Citation EXCEL
<input type="checkbox"/>	Citation M2	<input type="checkbox"/>	Citation VII
<input type="checkbox"/>	Citation Jet	<input type="checkbox"/>	Citation X
<input type="checkbox"/>	Citation 500	<input type="checkbox"/>	Citation XLS
<input type="checkbox"/>	Citation I	<input type="checkbox"/>	Citation XLS+
<input type="checkbox"/>	Citation II	<input type="checkbox"/>	Citation CJ1
<input type="checkbox"/>	Citation SII	<input type="checkbox"/>	Citation CJ1+
<input type="checkbox"/>	Citation III	<input type="checkbox"/>	Citation CJ2
<input type="checkbox"/>	Citation V	<input type="checkbox"/>	Citation CJ2+
<input type="checkbox"/>	Citation VI	<input type="checkbox"/>	Citation CJ3
<input type="checkbox"/>	Citation BRAVO	<input type="checkbox"/>	Citation CJ4
<input type="checkbox"/>	Citation ENCORE	<input type="checkbox"/>	Citation Sovereign
<input type="checkbox"/>	Citation ENCORE +	<input type="checkbox"/>	Citation New Sovereign
<input type="checkbox"/>	Citation ULTRA	<input type="checkbox"/>	Citation Latitude
		<input type="checkbox"/>	Citation Longitude

Cessna propeller aircraft:

<input checked="" type="checkbox"/>	all models of Cessna Caravan
<input checked="" type="checkbox"/>	all models of Cessna single engine piston aircraft, composite structure
<input type="checkbox"/>	

McCaughey propellers and accessories:

<input type="checkbox"/>	McCaughey aluminum propellers
<input type="checkbox"/>	McCaughey composite propellers
<input type="checkbox"/>	McCaughey governors

SIGNATURE PAGE

The parties agree that by signing the Signature Page(s) it is as if the parties had signed the General Terms, each applicable Exhibit and each applicable Addendum identified in General Terms - A. Purpose of Agreement above.

X **AN AUTHORIZED CUSTOMER SERVICE AND SUPPORT FACILITY
(Except McCausley Service Center)**

Representative's Legal Name and ABN, if applicable:

Piedmont Hawthorne Aviation LLC dba Landmark Aviation (GSO)

Representative's legal status and location of organization or educational institution under the laws of what jurisdiction:

NORTH CAROLINA

Representative's Business Address:

1030 PTI DRIVE

(physical street address - P.O. Box not acceptable) 35-05-51 886N / 079-56-14 271W

35-5 86482N / 079-56 23785W

PIEDMONT TRIAD INTERNATIONAL AIRPORT, KGSO 36.0977469 / -79.9372976 (estimated)

(airport name, four-letter identifier, if applicable, and decimal longitude/latitude location)

GREENSBORO, NORTH CAROLINA 27409

(City, State/Province, postal code)

jspinder@landmarkaviation.com

(single e-mail address for receiving all Cessna communications)

Piedmont Hawthorne Aviation LLC
dba Landmark Aviation (GSO)

CESSNA AIRCRAFT COMPANY

Signature: 

Signature: 

Name: James C. Spinder
(print or type)

Name: Justine T. Colton Bradley D. Thress
(print or type)

Title: Director of Aircraft Services

Title: Manager, Cessna Part 135

Date: July 16, 2014

EFFECTIVE DATE
OF AGREEMENT: 07-17-2014

Table of Contents

	Part A			
	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER	
001 Issuance and Applicability	01/31/2012	08/28/2014	8	
002 Definitions and Abbreviations	01/12/2012	08/28/2014	9	
003 Ratings and Limitations	01/30/2004	08/28/2014	20	
004 Summary of Special Authorizations and Limitations	09/23/1998	08/28/2014	12	
007 Designated Persons	12/19/2006	04/03/2015	21	
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	03/24/2015	3	

A001 . Issuance and Applicability

HQ Control: 01/31/2012

HQ Revision: 05d

a. These operations specifications are issued to Piedmont Hawthorne Aviation, 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:
Piedmont Triad International Airport
1030 PTI Drive
Greensboro, North Carolina 27409

b. The holder of these operations specifications is the holder of certificate number EWGR752D 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. U.S./EC Aviation Safety Agreement Repair Station/Maintenance Organization Approvals not authorized.

e. The certificate holder is authorized to conduct the operations described in subparagraph a under the following other business names:

Landmark Aviation

Delegated authorities: None

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



Digitally signed by Walter D Badgett, Principal Avionics Inspector (EA39)
[1] EFFECTIVE DATE: 8/28/2014, [2] AMENDMENT #: 8
DATE: 2014.08.28 12:12:41 -05:00

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

A handwritten signature in black ink, appearing to read 'S. Everhart'.

8-28-2014

Everhart, Steve, Chief Inspector

Date

A002 . Definitions and Abbreviations

HQ Control: 01/12/2012

HQ Revision: 05b

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 Manager	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
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.
FAA Accountable Manager	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 Authorization	An approval provided to a repair station located outside the United 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./EC 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.
MOE	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).
QCM	Quality Control Manual
Repair Station located in the United States	A certificated repair station located in the United States.
Repair Station located outside the United States	A certificated repair station located outside of the United 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 Walter D Badgett, Principal Avionics Inspector (EA39)
[1] EFFECTIVE DATE: 8/28/2014, [2] AMENDMENT #: 9
DATE: 2014.08.28 12:51:39 -05:00

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

Handwritten signature of Steve Everhart in black ink.

8-28-2014

Everhart, Steve, Chief Inspector

Date

A003 . Ratings and Limitations

HQ Control: 01/30/2004

HQ Revision: 010

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

Class Ratings

Airframe Class 1: Composite Construction of Small Aircraft

Airframe Class 3: All-Metal Construction of Small Aircraft

Power Plant Class 1: Reciprocating Engines of 400 HP or Less

Radio Class 1: Communication Equipment

Radio Class 2: Navigation Equipment

Radio Class 3: Radar Equipment

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations.
PowerPlant	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations
Accessories - Mechanical	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations.
New Radio and /or Instrument installations			Perform installations of radio and/or instrument systems in aircraft, including weight and balance reports. This authorization is limited to equipment appropriate to the radio and/or instrument rating held by this repair station. This repair station may approve for return to service only those aircraft altered in accordance with previously approved data.
Instruments	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations
Automatic Flight Control Systems	Astronautics Bendix Cessna	Pathfinder - All Models FCS-810, M-4C/D 200/300/400/800 Series	None None None

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
	King	KAP-100, KFC-150/200	None
	Mitchell	Century I, II, III, IV	None
Altitude Testing	See Limitations	See Limitations	Test and inspect each altimeter, static system and automatic altitude reporting device in accordance with 14 CFR Part 43, Appendix E.
Nondestructive Inspection, Testing, and Processing	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	See Accepted Capabilities List for specific limitations.

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



Digitally signed by Walter D Badgett, Principal Avionics Inspector (BA39)
[1] EFFECTIVE DATE: 8/28/2014, [2] AMENDMENT #: 20
DATE: 2014.08.28 12:15:11 -05:00

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

Everhart, Steve, Chief Inspector

8-28-2014

Date

A004 . Summary of Special Authorizations and Limitations

HQ Control: 09/23/1998

HQ Revision: 010

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

	Reference Paragraphs
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
Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
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.	D107

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



Digitally signed by Walter D Badgett, Principal Avionics Inspector (EA39)
[1] EFFECTIVE DATE: 8/28/2014, [2] AMENDMENT #: 12
DATE: 2014.08.28 12:24:56 -05:00

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

Handwritten signature of Steve Everhart in black ink.

8-28-2014

Everhart, Steve, Chief Inspector

Date

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
Director of Service / Service Manager	Weeks, Mike	A,D
Chief Inspector / Chief Inspector	Everhart, Steve	A,D
FAA Accountable Manager, 145 / Director of Aircraft Services	Blackman, Michael	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	Telephone No.	Type of Information to Receive
Everhart, Steve	severhart@landmardaviation.com	336-235-6165	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 Walter D Badgett, Principal Avionics Inspector (EA39)
[1] EFFECTIVE DATE: 4/3/2015, [2] AMENDMENT #: 21
DATE: 2015.04.03 10:35:57 -05:00

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

Handwritten signature of Steve Everhart in black ink.

Everhart, Steve, Chief Inspector

0403-2015

Date

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. 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.
- b. 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.
- c. 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:	A2 (CONN108D)
Address:	
Address:	N/A
City:	
State:	
Zip code:	

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 50 or more safety-sensitive employees.

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

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



Digitally signed by Walter D Badgett, Principal Avionics Inspector (EA39)
[1] EFFECTIVE DATE: 3/24/2015, [2] AMENDMENT #: 3
DATE: 2015.03.24 10:19:05 -05:00

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

A handwritten signature in black ink, appearing to read "Steve Everhart".

3-25-2015

Everhart, Steve, Chief Inspector

Date

Table of Contents

Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	08/28/2014	8

D100 . Work to be Performed at a Place Other Than the Repair Station Fixed Location(s) HQ Control: 11/16/2004
HQ Revision: 050

- a. The certificate holder may perform work at a place other than its Fixed Location (as listed in paragraph A001, and paragraph A101 if issued, of these operations specifications) provided it has the facilities, material, equipment and technical personnel to perform the work authorized in the following table.

Table 1

Work Authorized	Repair Stations Manual References	Quality Control Manual References
All Services for Which the Repair Station is Authorized	Section 6, Page 1	Section 1, Inspection System / Work Order

- b. The certificate holder may not perform continuous operation at a facility other than the station's Fixed Location listed in paragraph A001, and paragraph A101 if issued.
- c. Line Stations . Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.

1. Issued by the Federal Aviation Administration.

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



Digitally signed by Walter D Badgett, Principal Avionics Inspector (EA39)

[1] EFFECTIVE DATE: 8/28/2014, [2] AMENDMENT #: 8

DATE: 2014.08.28 12:35:14 -05:00

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

Handwritten signature of Steve Everhart in black ink.

Everhart, Steve, Chief Inspector

8-28-14

Date

RFQ No.0215
AVN150000011

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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:

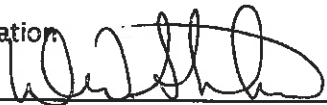
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due 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 exceeds 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 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: Landmark Aviation
Authorized Signature:  Date: 7 July 2015

State of North Carolina

County of Forsyth, to-wit:

Taken, subscribed, and sworn to before me this 7th day of July, 2015

My Commission expires 10th day of June 2018

AFFIX SEAL HERE

NOTARY PUBLIC 