



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

Header 7

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General Information

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[Document Information](#)

Procurement Folder: 338909

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0215

Vendor ID: 000000213721

SO Doc ID: AVN1700000006

Legal Name: PIEDMONT HAWTHORNE AVIATION LLC

Published Date: 6/6/17

Alias/DBA:

Close Date: 6/27/17

Total Bid: \$175,589.00

Close Time: 13:30

Response Date: 06/27/2017

Status: Closed

Response Time: 11:10

Solicitation Description: Equipment Upgrades King Air 350, N1WV, S/N FL-527 airplane

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia
Solicitation Response

Proc Folder : 338909

Solicitation Description : Equipment Upgrades King Air 350, N1WV, S/N FL-527 airplane

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-06-27 13:30:00	SR 0215 ESR06271700000006612	1

VENDOR

000000213721

PIEDMONT HAWTHORNE AVIATION LLC

Solicitation Number: CRFQ 0215 AVN1700000006

Total Bid : \$175,589.00 Response Date: 2017-06-27 Response Time: 11:10:04

Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Complete and attach Exhibit A Pricing Page	1.00000	LS	\$175,589.000000	\$175,589.00

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :	Vendor must fill out the Exhibit A Pricing Page and submit with the bid. Section B of the Exhibit A - Pricing Page is for evaluation purposes only and this amount will not be included in the award total.
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
33 — Service - Misc

Proc Folder: 338909

Doc Description: Equipment Upgrades King Air 350, N1WV, S/N FL-527 airplane

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-06	2017-06-27 13:30:00	CRFQ 0215 AVN1700000006	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:

Signature Flight Support, dba Signature TECHNICAir
3901 North Liberty Winston-Salem, NC
336-235-6056

FOR INFORMATION CONTACT THE BUYER

Linda B Harper

(304) 558-0468

linda.b.harper@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, the State of West Virginia, Aviation Division is soliciting bids from qualified vendors to establish a "One-Time" contract to provide selected equipment upgrades to a King Air 350, N1WV, S/N FL-527 airplane per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV25311 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	Complete and attach Exhibit A Pricing Page	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Question Deadline 5:00 p.m.	2017-06-19

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:

State of WV Aviation Hangar
Yeager Airport (CRW)
502 Eagle Mountain Road
Charleston, WV 25311

Date: Friday, June 16, 2017

Time: 2:00 p.m.

☐ 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 nonbinding.

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

Question Submission Deadline: Monday, June 19, 2017, 5:00 p.m.

Submit Questions to: Linda B. Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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: Equipment Upgrades King Air 350
BUYER: Linda B. Harper, Buyer Supervisor
SOLICITATION NO.: CRFQ AVN170000000
BID OPENING DATE: June 27, 2017
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 27, 2017, 1:30 p.m.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

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

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

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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 _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 _____ successive one (1) year 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. 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. 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section 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.

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

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

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

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

☒ See Section 4.1.8 of the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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. 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.

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

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

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

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

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

Revised 04/07/2017

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. 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.

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. 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.

41. 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.

42. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

44. 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.

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

Steve Hippert MRO Sales Manager

(Name, Title)

Steve Hippert MRO Sales Manager

(Printed Name and Title)

3901 North Liberty Street Winston-Salem, NC

(Address)

336-235-6056 & 407-563-9213

(Phone Number) / (Fax Number)

Steve.Hippert@technicair.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Signature Flight Support, dba Signature TECHNICAir

(Company)

(Authorized Signature) (Representative Name, Title)

Steve Hippert MRO Sales Manager

(Printed Name and Title of Authorized Representative)

(Date)

336-235-6056 & 407-563-9213

(Phone Number) (Fax Number)

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☒ Addendum No. 4
- ☒ Addendum No. 5

- ☒ Addendum No. 6
- ☒ Addendum No. 7
- ☒ Addendum No. 8
- ☒ Addendum No. 9
- ☒ Addendum No. 10

I 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.

Signature Flight Support, dba Signature TECHNICAir

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a contract to provide selected equipment upgrades to comply with the Federal Aviation Administration (FAA) January 1, 2020 ADS-B mandate and upgrade the avionics for the State of West Virginia King Air 350, N1WV, S/N FL-527 airplane complying with Rockwell Collins STC SA11133SC (or equivalent).

The King Air 350, N1WV, S/N FL-527 airplane, non ADS-B, non LPV currently has the following avionics equipment installed:

- Collins ProLine 21 Avionics Suite with three (3) Adaptive Flight Displays (AFD-3010).
- One (1) Collins GPS 4000A (Non WAAS, Non LPV)
- Collins IFIS 5000 with Jeppesen Chartview
- Two (2) TDR 94 non ADS-B transponders
- Two (2) Input Output Concentrators (IOC's)
- One (1) Flight Management Computer (FMC -005)
- One (1) DBU 4100 Data Loader

Vendors may reference Exhibit D-Currently Installed Equipment for a detailed list of avionics equipment currently installed in the aircraft specified herein.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means completion of equipment and avionics upgrades to comply with FAA January 1, 2020 ADS-B mandate by installing new avionics into the existing radio configuration to the State of WV Aviation Division's specifications complying with Rockwell Collins STC SA11133SC (or equivalent) as more fully described in these specifications.

2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

2.4 “Agency” means the State of West Virginia Aviation Division.

2.5 “ADS-B” means Automatic Dependent Surveillance-Broadcast

2.6 “STC” – means Supplemental Type Certificate.

2.7 “WAAS” - means Wide Area Augmentation System.

2.8 “GPS” – means Global Positioning System.

2.9 “FAA” means Federal Aviation Administration.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. **AIRCRAFT REPAIR STATION:** The vendor shall meet all requirements as set forth by the FAA and will be licensed as an Aircraft Repair Station. The Vendor will maintain parts and tools as required by the FAA for an Aircraft Repair Station. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 The Vendor shall remove the following equipment from the aircraft and either return to the Agency, or provide Trade-In Pricing (see Section 5.2 Pricing Page):

4.1.1.1 Remove three (3) Adaptive Flight Displays (AFD-3010)

4.1.1.2 Remove one (1) Collins GPS 4000A

4.1.1.3 Remove two (2) TDR 94 non ADS-B transponders

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

- 4.1.1.4 Remove two (2) Input Output Concentrators (IOC)
 - 4.1.1.5 Remove one (1) Flight Management Computer (FMC-005)
 - 4.1.1.6 Remove one (1) DBU 4100 Data Loader
 - 4.1.1.7 Remove one (1) WAAS external GPS antenna
 - 4.1.1.8 Remove all wiring associated with the previous avionics installations.
- 4.1.2 The Vendor shall provide and install the following new avionics equipment. Vendors to refer to Exhibit C-Equivalent Equipment Requirements for items specified herein as “(or equivalent)”:
- 4.1.2.1 Three (3) Collins AFD-3010E Displays (or equivalent) to allow Synthetic Vision System (SVS) technology.
 - 4.1.2.2 One (1) Collins GPS 4000S-010 (or equivalent) WAAS GPS receiver and associated wiring.
 - 4.1.2.3 Two (2) Collins TDR94-510 ADS-B (or equivalent) compliant transponders and associated wiring.
 - 4.1.2.4 Two (2) Collins Input Output Concentrators (IOC 4110) (or equivalent).
 - 4.1.2.5 One (1) Collins Flight Management Computer FMC-082 (or equivalent).
 - 4.1.2.6 One (1) Collins DBU 5010E (or equivalent) to allow navigation and chart updates.
 - 4.1.2.7 One (1) WAAS/GPS external antenna.
 - 4.1.2.8 Two (2) Options Control Modules (OCM) (or equivalent) to enable Localizer Performance with Vertical Guidance (LPV).
 - 4.1.2.9 One (1) Collins MDC Maintenance Diagnostic Computer.
 - 4.1.2.10 One (1) Collins Synthetic Vision System Computer (or equivalent) with configuration module, video interface unit and mounting rack.
 - 4.1.2.11 Wiring to run to these units to the Integrated Avionics Processor (IAPS) located in the nose avionics equipment bay, (2 EA) Primary Flight Displays (PFD'S), (1 EA) GPS units in the nose avionics bay and (2 EA) AHRS processors located also in the nose.
 - 4.1.2.12 Update RTU (RTU (Radio Tune Unit) and CDU (Control Display Unit) if required.
- 4.1.3 New wiring associated with the avionics installations shall be laser marked at end points.

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

- 4.1.4 The Vendor shall provide the Agency with an avionics / instrument panel rendering for approval prior to installing new avionics and repositioning existing avionics / equipment. This information is to be provided via email to the Aviation Division Director at Chip.R.McDowell@wv.gov
- 4.1.5 The Vendor shall provide a minimum of 12 months warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by vendor.
- 4.1.6 Vendors submitting equivalent equipment must provide the brand and model number being provided as well as any product specifications by submitting the completed Exhibit B – Equivalent Identification Page with the bid.
- 4.1.7 The Vendor shall provide the following to the Agency upon delivery of aircraft:
 - 4.1.7.1 Avionics drawings and descriptions for all avionics installed in the aircraft upon completion of the avionics installation.
 - 4.1.7.2 All FAA required documentation to include a revised equipment list, STC's, FAA form 337's, and Pilot Flight Manual Supplements.
 - 4.1.7.3 A completed weight and balance upon the completion of avionics installation with a reweigh and updated weight and balance forms.
- 4.1.8 The Vendor shall furnish proof of coverage of either Commercial General Liability insurance or Aircraft Products/Completed Operations and Grounding Liability insurance prior to the issuance of the contract. The minimum amount of coverage required is \$250,000.00

5. CONTRACT AWARD:

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

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

The Vendor shall have no later than 20 business days from delivery of aircraft to the Vendor facility to complete the contracted items and return the aircraft to the Agency.

5.2 Pricing Page: Vendor must complete the attached Exhibit A-Pricing Page and include with their bid. If submitting bids in wvOASIS, upload the completed Exhibit A - Pricing Page (or print and scan copy of) as an attachment. If submitting a paper bid, print the Exhibit A - Pricing Page and include with your bid. Vendors should complete the Exhibit A - Pricing Page in full as failure to complete the Exhibit A - Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor may bid on either Option A or Option B or both options, however, only one (1) option will be awarded.

If Option A is selected, the basis for award will be issued to the lowest unit price for Option A meeting specifications.

If Option B is selected, the basis for award will be issued to the lowest unit price for Option B meeting specifications.

5.3 The Agency is responsible for the cost incurred for transporting the aircraft to and from the Vendor's facility. Section B of the Exhibit A - Pricing Page is for evaluation purposes only.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
ADS-B Equipment and Avionics Upgrades

11. MISCELLANEOUS:

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

Contract Manager: Woody Parton
Telephone Number: 336-776-6200 or 336-406-6954
Fax Number: _____
Email Address: Woody.parton@technicair.com

Exhibit A - Pricing Page
King Air 350, SN FL-527 (N1WV)

CRFQ: **AVN1700000006**

Vendor: Signature Flight Support, dba Signature TECHNICAir

Vendors must 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.)

Section A - Option A - Price with Trade-In				
Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2				
Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$175,589
Subtotal Option A:				\$175,589
Section A - Option B - Price without Trade-In (Vendor returns used equipment to the Agency).				
Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2				
Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$177,089
Subtotal Option B:				\$177,089

Exhibit B - Equivalent Identification Page
King Air 350, SN: FL-527 (N1WV)

CRFQ: **AVN1700000006**
Vendor: Signature Flight Support, dba Signature TECHNICAir

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

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.1	Three (3) Collins AFD-3010E Displays (or equivalent) to allow Synthetic Vision System (SVS) technology.	NA	NA
4.1.2.2	One (1) Collins GPS 4000S-010 (or equivalent) WAAS GPS receiver and associated wiring.	NA	NA
4.1.2.3	Two (2) Collins TDR94-510 ADS-B (or equivalent) compliant transponders and associated wiring.	NA	NA
4.1.2.4	Two (2) Collins Input Output Concentrators (IOC 4110) (or equivalent).	NA	NA
4.1.2.5	One (1) Collins Flight Management Computer FMC-082 (or equivalent).	NA	NA
4.1.2.6	One (1) Collins DBU 5010E (or equivalent) to allow navigation and chart updates.	NA	NA
4.1.2.8	Two (2) Options Control Modules (OCM) (or equivalent) to enable Localizer Performance with Vertical Guidance (LPV).	NA	NA
4.1.2.9	One (1) Collins MDC Maintenance Diagnostic Computer.	NA	NA
4.1.2.10	One (1) Collins Synthetic Vision System Computer (or equivalent) with configuration module, video interface unit and mounting rack.	NA	NA

Exhibit C – Equivalent Equipment Requirements per Section 4.1.2
King Air 350, SN: FL-527 (N1WV)

Item 4.1.2.1

Three (3) Collins **AFD-3010E Displays** (or equivalent) to allow Synthetic Vision System (SVS) technology.

Document = 15 Pages (not including this cover page)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☐ **Application is made for 5% vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Steve Hippert MRO Sales Manager

Date: Jun 27-2017

Signed: 

Title: MRO Sales Manager

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: Signature Flight Support, dba Signature TECHNICAir

Authorized Signature: [Signature] Date: Jun 27th 2017

State of North Carolina

County of Forsyth, to-wit:

Taken, subscribed, and sworn to before me this 27th day of June, 2017.

My Commission expires June 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Patricia A. Maxwell

Purchasing Affidavit (Revised 08/01/2015)





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

State of West Virginia
Request for Quotation
33 — Service - Misc

Proc Folder: 338909

Doc Description: Equipment Upgrades King Air 350, N1WV, S/N FL-527 airplane

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-06	2017-06-27 13:30:00	CRFQ 0215 AVN1700000006	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:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature X FEIN # DATE

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, the State of West Virginia, Aviation Division is soliciting bids from qualified vendors to establish a "One-Time" contract to provide selected equipment upgrades to a King Air 350, N1WV, S/N FL-527 airplane per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV25311 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	Complete and attach Exhibit A Pricing Page	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline 5:00 p.m.	2017-06-19

AVN1700000006	Document Phase Final	Document Description Equipment Upgrades King Air 350, N1WV, S/N FL-527 airplane	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Pricing Page

King Air 350, SN FL-527 (N1WV)

CRFQ: CRFQ AVN170000000

Vendor: Piedmont Hawthorne Aviation LLC, dba Signature TECH

Vendors must 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.)

Section A - Option A - Price with Trade-In

Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2

Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$175,589.00
Subtotal Option A:				\$175,589.00

Section A - Option B - Price without Trade-In (Vendor returns used equipment to the Agency).

Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2

Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$177,089.00
Subtotal Option B:				\$177,089.00

Section B

Exhibit A - Pricing Page

King Air 350, SN FL-527 (N1WV)

CRFQ: CRFQ AVN170000000

Vendor: Piedmont Hawthorne Aviation LLC, dba Signature TECH

Vendor to enter nautical miles (NM) below to calculate flight time to fly Round Trip from Charleston, WV.		
Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from Yeager Airport (CRW) in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.		
Description		Per Trip
150	NM to contractor's facility divided by 290 (KTAS) x \$1400.00 (per hour) x 2 (roundtrip)	\$1,448.28
Subtotal Section B:		\$1,448.28
Total Bid (total of Section A - Option A plus Section B:		\$177,037.28
Total Bid (total of Section A - Option B plus Section B:		\$178,537.28

Vendors must fill out the Exhibit A - Pricing Page and submit with their bid.

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



S I G N A T U R E
TECHNICAIR®

Aircraft Maintenance
A BBA Aviation company

April 5, 2017

QUO-01341-Q1F7D3

Brad Phelps
State of West Virginia-Aviation Division
502 Eagle Mountain Road Yeager Airport
Charleston, WV 25311-1046
United States

KING AIR 350
Serial Number: FL-527
Registration: N1WV



Signature TECHNICAir
3901 N. Liberty St
Winston Salem, NC 27105
T (336) 339-1664
F (336) 776-6061

April 5, 2017

Brad Phelps
State of West Virginia-Aviation Division
502 Eagle Mountain Road Yeager Airport
Charleston, WV 25311-1046

Dear Brad,

Signature TECHNICAir and its employees are pleased to provide this proposal to accomplish the following work on your aircraft. As a FAA certified Repair Station all materials and workmanship shall be of the highest quality and will meet or exceed the standards established by the FAA for aircraft. Prices are subject to change based upon your acceptance of individual line items within the workscope.

Please review this information and "Accept or Decline" any option (if applicable) on the Price summary sheet along with your "signed work authorization". This quote can be signed electronically and returned via email to Steve.hippert@technicair.com.

Should you have any questions please do not hesitate to contact me at (336) 339-1664.

Signature TECHNICAir Standard Terms and Conditions apply.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Hippert", with a long horizontal line extending to the right.

Steve Hippert
MRO Sales Representative
Signature TECHNICAir

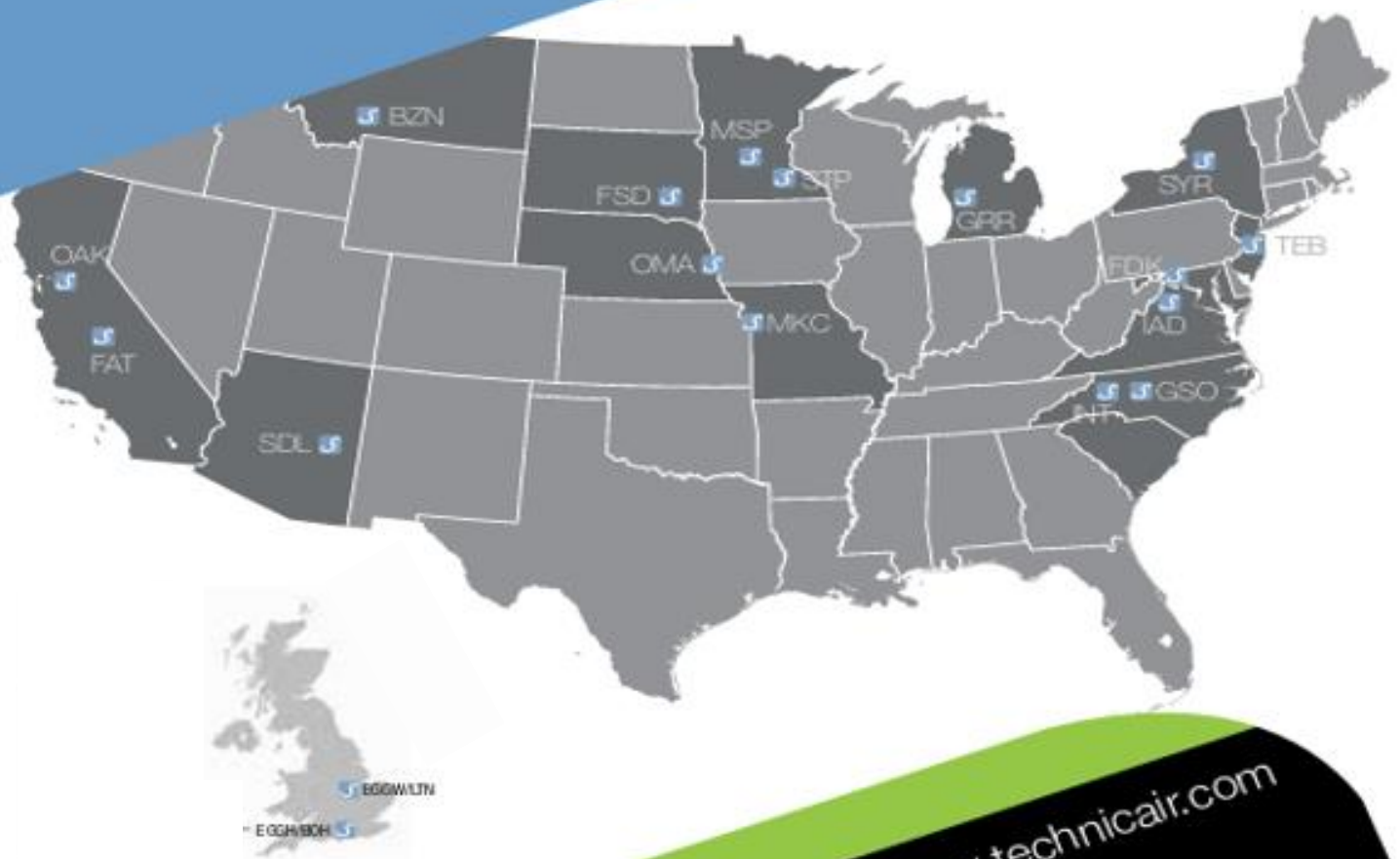
Total Aircraft Avionics at 18 Locations



Whether you are in need of AOG support or looking for the latest in avionics modifications and upgrades, Signature TECHNICAir's avionics specialists are available to help you navigate the avionics process. Their experienced trained specialists will develop a customized solution that fits your aircraft's needs, while providing the highest quality service you come to know from your Signature TECHNICAir.

*Selection may vary by location

+1.855.595.4192



www.technicair.com

1. PRICING SUMMARY

DESCRIPTION

Signature TECHNICAir will furnish and install the following Rockwell Collins King Air Airspace Modernization Bundle ADS-B Solutions per your request. This fully integrated install will be certified using Rockwell Collins STC SA11133SC. The modifications listed below upgrade your aircraft to become ADS-B mandate compliant, add WAAS/LPV flight performance, and synthetic vision technology. This package is supported by special pricing bulletin BRS-160146.02, which includes a \$46,601 instant rebate and special exchange only pricing discounts which minimize aircraft downtime.



1.1 Rockwell Collins King Air Modernization Package Installation Details

Rockwell Collins TDR-94



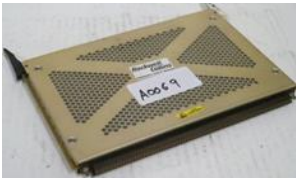
(2 EA) TDR-94 will be removed from the aft equipment bay. These units will be exchanged with -501 ADS-B compliant transponders. Wiring will be run from each transponder rack in the tail to the rack of the GPS receiver in the nose avionics bay. The new transponders will be installed and tested in accordance with manufacturer's specifications.

Rockwell Collins GPS-4000S



(1 EA) GPS-4000A receiver will be removed from the nose avionics bay. This unit will be exchanged with a -010 4000S. (1 EA) WAAS/GPS antenna will be mounted to the fuselage in place of the GPS antenna making the system WAAS capable. Wiring modifications will be performed on the GPS rack in addition to the modifications above. The exchange unit will be installed and tested in accordance with manufacturer's specifications.

Rockwell Collins IOC/FMC



(2 EA) Input Output Concentrators (IOC's) will be removed from the IAPS card cage in the nose avionics bay and replaced with IOC 4110 to allow SVS data capability. (1 EA) Flight Management Computer (FMC) -025 will be removed from the IAPS and replaced with an LPV capable FMC -082. Finally, the (2 EA) Options Control Modules (OCM's) will be upgraded to enable Localizer Performance with Vertical Guidance (LPV).

Rockwell Collins AFD-3010E



(3 EA) AFD-3010 displays will be exchanged with -3010E displays. The new PFD's displays will be capable of displaying SVS graphics. This will also enable engine configuration updates for installations such as Raisbeck and Blackhawk.

Rockwell Collins Synthetic Vision



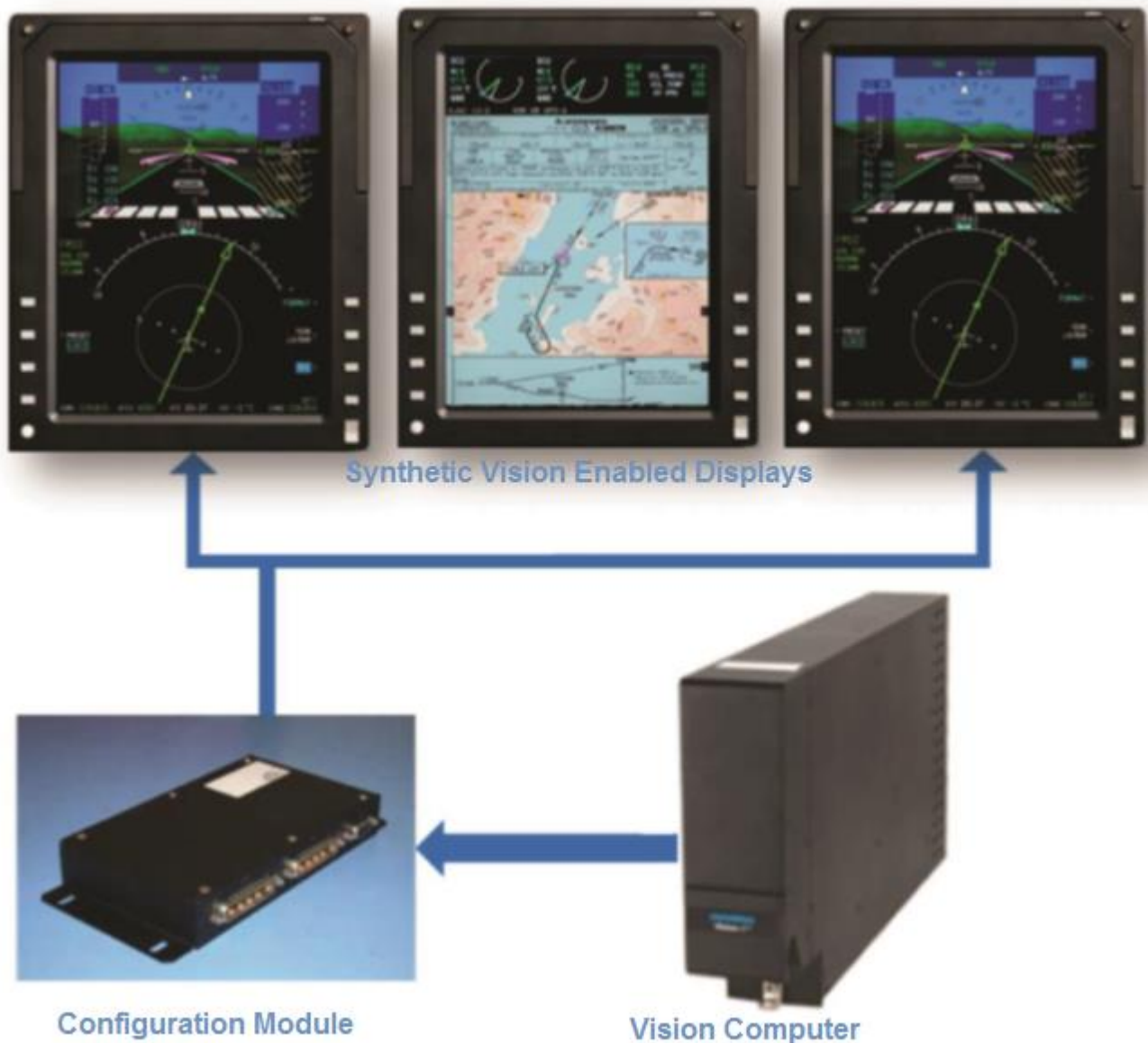
The Synthetic Vision System (SVS) consists of (1 EA) Synthetic Vision Computer, (1 EA) configuration module, (1 EA) video interface unit and (1 EA) mounting rack. Wiring will be run from these units to the Integrated Avionics Processor(IAPS) located in the nose avionics equipment bay, (2 EA) Primary Flight Displays (PFD'S), (1 EA) GPS units in the nose avionics bay and (2 EA) AHRS processors located also in the nose.

Rockwell Collins DBU-5010E



(1 EA) DBU-5010E will be installed in place of existing DBU-4100 floppy disk dataloader. This will allow the required type 6 nav database update. Charts and weather databases for the IFIS system are also loaded through DBU-5010E. This unit is interfaced to CDU's in center pedestal and FSU.

Simple SVS Interface Diagram



Removed/Installed Components

Removed Components

(2 EA) IOC P/N: 822-1361-612
 (2 EA) OCM P/N: 822-1484-201
 (2 EA) AFD P/N: 822-1084-351
 (1 EA) AFD P/N: 822-1753-351
 (1 EA) FMC P/N: 822-0883-025
 (1 EA) GPS P/N: 822-1377-001
 (2 EA) TDR P/N: 622-9352-005
 (1 EA) CDU P/N: 822-0884-193
 (1 EA) DBU P/N: 822-0014-103
 (1 EA) MDC P/N: 822-1987-003

Installed Components

(2 EA) IOC P/N: 822-2065-101
 (2 EA) OCM P/N: 822-1484-228
 (1 EA) SVC P/N: 866-0232-010
 (1 EA) SVC Mount P/N: 866-0232-055
 (1 EA) SVCM P/N: 822-3095-101/109
 (1 EA) VIU P/N: 866-0232-060
 (3 EA) AFD P/N: 822-1753-447
 (1 EA) FMC P/N: 822-0868-082
 (1 EA) GPS P/N: 822-2189-010
 (2 EA) TDR P/N: 622-9352-501
 (1 EA) CDU P/N: 822-0884-491
 (1 EA) DBU P/N: 822-3000-201
 (1 EA) MDC P/N: 822-1987-005

Rockwell Collins Airspace Modernization Total Package Price

\$ 175,589

*The accuracy of this proposal and associated pricing is dependent upon the accuracy of the equipment list provided to Signature TECHNICAir. Any variations in actual installed equipment may affect pricing and/or downtime.

**New database type subscription required.

***New FSA software may be required at no charge based upon XM/Datalink type.

2. PRICING NOTES

These prices are valid for a period of thirty (30) days, and are exclusive of parts, materials and outside services (unless otherwise stated), flight time, crew expenses, fuel/de-fuel expenses, any applicable taxes, shipping and handling or expediting charges. Any additional work added by the customer during this event and/or any discrepancies found as a result of accomplishing the quoted work scope will be corrected only with your prior approval on a time and material basis.

3. DOWNTIME

The estimated downtime to complete the quoted work scope is 15 working days (Monday through Friday, excluding holidays) depending on the timely receipt of parts and the actual amount of corrective action that is required at our Winston Salem (INT) facility.

Lead time required: 25 working day(s)

The quoted downtime is predicated on all items in the work scope being accepted. If all items are not accepted or additional items are added an adjustment to the quoted downtime may be required. The downtime will be determined when customer finalizes the work scope.

4. INCOMING INSPECTION AND PRESERVATION

INCOMING INSPECTION

Upon arrival of the aircraft at Signature TECHNICAir (INT) an incoming inspection will be performed by the inspection department. All noted items of damage, discrepancies and incoming flight squawks will be recorded and a copy will be provided to the customer.

PRESERVATION

The aircraft will be preserved in accordance with the manufacturer's recommended procedures.

5. GENERAL TERMS AND CONDITIONS

5.1 General

- a. Unless specifically documented by Customer and agreed to by Company, all equipment and furnishings removed and not reinstalled in accordance with the Specification shall become the property of Company.
- b. Any work requested that is not a part of this Proposal, including the correction of over-and-above discrepancies, will be performed on a time-and-materials basis following Customer approval. Any such approved work that is performed will be invoiced in accordance with Item 24 herein.
- c. Downtime stated in this Proposal is based upon reasonable availability and timely receipt of required materials and equipment.
- d. Any changes or deviations to this Proposal may result in revised pricing, downtime, and terms and conditions.
- e. Unless specifically stated, existing hardware will be utilized.
- f. Work may be performed at one or more facility. This quotation is valid for aircraft input at Company's Winston Salem (INT) facility only. However, If the operator wishes to utilize facilities other than Winston Salem (INT), revised pricing as well as other standard terms and conditions for the selected facility may apply.
- g. Due to varying interpretations of continuing airworthiness requirements by FAA FSDOs, all support of continuing airworthiness documentation, if required, will be performed on a time-and-materials basis.
- h. If any change is required as a result of a new or revised law, government regulation or requirement, or interpretation thereof by any government agency, which is effective after the date of this proposal, such change shall be made to the work on a time-and-materials basis.
- i. Signed contracts (Company Work Authorization Form) shall be executed prior to the performance of all work including Customer-approved Change Orders. Additional terms and conditions apply and will be part of each such Work Authorization.
- j. This proposal is based on the aircraft being completed as a U.S. registered airframe for FAA approval purposes. Any cost associated with certifying a foreign registered aircraft shall be invoiced to the Customer at additional cost.

- k. All prices stated as part of this proposal exclude fuel, flight time, crew expenses, federal, state and local taxes.
- l. The Customer shall be responsible for the cost of all test flights. Company will supply required technicians in support of such flights.
- m. Pricing for kits, components and outside services are based on the latest available pricing from our suppliers, price increases and costs associated with kits, repairs, calibrations, overhaul and/or exchange can occur and will be passed on to the Customer.
- n. Hidden damages repairs shall be performed on a time-and-materials basis. Additionally, the repair of existing structures due to corrosion, or the repair of any non-conforming condition that does not meet FAA or manufacturer standards, shall be accomplished on a time-and-materials basis.
- o. Unscheduled NDT services which may be required due to the performance of painting, inspection, maintenance or refurbishment work quoted in this proposal will be performed on a time-and-materials basis after approval by the Customer.
- p. It is the intent of Company to approve modifications utilizing an FAA Form 337 Field Approval unless otherwise stated and this work has been quoted predicated upon this assumption. If a 337 approval is unacceptable to the FAA, an STC may be required. The additional cost and downtime for the certification effort required to generate an STC is not include in this item and would either be quoted separately or performed on a time and material basis.

5.2 PRICING & FEES

- a. Compliance with FAA, FAR Part 145.211, Paragraphs (i) and (ii) (Material Receiving Inspection and Airworthiness Certification Verification) is required on all Customer- provided parts, materials, and services. A 15% handling fee based on the then-current list price of all Customer-provided parts, materials, and services will be charged. Upon request, exceptions may be granted for Customer warranty parts, spares inventory items, and maintenance program parts.
- b. Itemized pricing is for cost analysis only and not intended as stand-alone pricing. If the Customer chooses to delete items from the quoted list, the Company maintains the right to evaluate the changes and present the Customer with new pricing and downtime.
- c. Prices quoted are in effect for a period of thirty (30) days from the date of a written quote, provided, however, the work is accepted and scheduled within said thirty (30) day period and the aircraft is inducted within ninety (90) days of the related quote date. Any extended or delayed schedules and inductions beyond the said ninety (90) day period shall require pricing and schedule verification from Company which could include necessary revisions.
- d. Quote prices do not include taxes. All applicable state and federal taxes will be applied at time of invoice.
- e. Applicable shipping and handling surcharges listed below will be applied to all invoices for compliance with FAA, FAR Part 145.211, Paragraphs (i) and (ii) (Material Receiving Inspection and Airworthiness Certification Verification).
- f. Company reserves the right to apply additional shipping and handling charges to any invoice due to shipments of large components and/or parts.
- g. Applicable surcharges listed below will be applied to all invoices for consumables and to comply with EPA-Mandated Hazardous Disposal Requirements.
- h. Company reserves the right to utilize multiple invoices.

5.3 TERMS/SCHEDULE OF PAYMENT

- a. Terms/Schedule of Payment in U.S. Dollars will be as follows:
 - i. A deposit will be required on any transaction over \$25,000 of Twenty Five to Fifty percent (25-50%) of the total contract price (based upon work scope) is due and payable upon execution of the contract. This initial payment is the required deposit necessary to secure firm schedule commitment. Company reserves the right to expend the deposited amount for the purpose of procuring special order equipment and/or materials in support of the project. In the event that the Customer cancels the project, all deposits are non-refundable and shall be retained by Company as liquidated damages.

- ii. The total balance, plus applicable taxes, shipping and handling, surcharges, and all over-and-above charges, including any additional parts or other equipment, less progress payments, are due and payable upon acceptance and prior to delivery of aircraft.
- iii. Payment of all Customer-approved Change Orders will be due and payable in accordance with the above Terms/Schedule of Payments herein.
- iv. One hundred percent (100%) of the quoted amounts are due no later than completion of the aircraft and prior to departure. Progress payments will be required whenever the work in process exceeds the sum of the Customer's unused established credit limit with Company plus \$50,000.00. Failure by the Customer to make timely progress payments can result in the discontinuing of all work by Company until such payments are received.
- v. Unless specifically stated, all time-and-materials labor hours incurred shall be invoiced at the current Company hourly labor rates that are in effect at the time of aircraft induction and all materials shall be invoiced at list price.
- vi. Payment in full for all work, services, and material is due and payable upon receipt of each applicable invoice in immediately available funds. Acceptance by Company of less than full payment shall not be a waiver of any of its rights or remedies. All remittances are due and payable at the office/address of Company shown on the invoice. Customer shall notify Company in writing of any alleged billing discrepancies within seven (7) days from the date of invoice and shall review such discrepancies with Company within fifteen (15) days after such notice. No action regarding any billing discrepancies shall be commenced by Customer until compliance with the foregoing notice and review procedures. A delinquency charge of 1 ½% per month, as well as reasonable legal and collection fees, shall accrue on all amounts not paid in accordance with the above Terms/Schedule of Payment.

5.4 AVIONICS

- a. Aircraft engineering documents must coincide with the current aircraft configuration. Incorrect systems wiring and/or inaccurate wiring diagrams and other related documents will result in additional time-and-material charges. Customer shall be responsible for providing wiring diagrams and any related documents for existing aircraft systems installed.
- b. Existing aircraft systems and avionics equipment that is coupled to newly installed avionics systems must be operating to current factory standards and mod status or additional repair costs will be applied.
- c. This Proposal does not assume any possible HIRF testing requirements that are developed at a later date.
- d. EMI/RFI interference problems that are pre-existing, or are found because of newly installed equipment, will be corrected at an additional cost to the Customer.
- e. Unless specifically stated in this Proposal, prices do not include any modifications or other work that is required due to antenna relocation or structural modification to gain space provisions. Should it be determined that modifications are necessary, such work shall be accomplished at an additional cost to Customer.

6. WORK AUTHORIZATION



AIRCRAFT WORK AUTHORIZATION

Note: Please supply all information necessary for work to be performed

Signature TECHNICAir
3901 N. Liberty St
Winston Salem NC 27105
T (336) 339-1664 F (336) 776-6061
Repair Station # PAIR208A

Please Remit payment to:
Signature TECHNICAir
P O Box 402458
Atlanta, GA 30384-2458

CUSTOMER NAME State of West Virginia-Aviation Division				OWNER NAME (IF DIFFERENT)											
DATE April 5, 2017				EMAIL											
ADDRESS 502 Eagle Mountain Road Yeager Airport						PHONE									
CITY Charleston		STATE WV		ZIP CODE 25311-1046		QUOTE # QUO-01341-Q1F7D3									
AIRCRAFT MAKE & MODEL KING AIR 350		YEAR 2007		SERIAL NO. FL-527		REG. NO. N1WV									
TOTAL LDG		TOTAL HRS		WO #											
<table border="1"> <thead> <tr> <th>NO.</th> <th>SCOPE OF WORK</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Perform workscope as outlined in Signature TECHNICAir specification QUO-01341-Q1F7D3, dated April 5, 2017.</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>								NO.	SCOPE OF WORK	1	Perform workscope as outlined in Signature TECHNICAir specification QUO-01341-Q1F7D3, dated April 5, 2017.				
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OVERTIME AUTHORIZATION (1 ½ TIME)?				YES <input type="checkbox"/> NO <input type="checkbox"/>		FAR PART 91 <input type="checkbox"/>									
IF PARTS ARE NEEDED, SHOULD SIGNATURE TECHNICAIR SUPPLY				YES <input type="checkbox"/> NO <input type="checkbox"/>		FAR PART 121 <input type="checkbox"/>									
						FAR PART 135 <input type="checkbox"/>									
<p>ALL MAINTENANCE AND AVIONICS TRANSACTIONS WILL BE "PAYMENT PRIOR TO DEPARTURE". A 25-50% DEPOSIT WILL BE REQUIRED ON ALL TRANSACTIONS OVER \$25,000. A MISCELLANEOUS CONSUMABLES CHARGE EQUIVALENT TO 7% OF THE LABOR CHARGES WILL BE BILLED TO COVER THE COST OF CONSUMABLE MATERIALS AND DISPOSAL FEES AND WILL CAP AT \$2,500 FOR MAINTENANCE SCOPES AND \$4,500 FOR AVIONICS AND/OR INTERIOR SCOPES. PRICES EXCLUDE TAXES, SHIPPING AND HANDLING CHARGES.</p> <p><small>THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER HEREBY CERTIFIES THAT SUCH PERSON (A) HAS FULL POWER AND AUTHORITY ON BEHALF OF CUSTOMER TO SIGN AND BIND CUSTOMER AND THE AIRCRAFT TO THE TERMS AND CONDITIONS OF THIS AIRCRAFT WORK AUTHORIZATION, AND (B) HAS READ AND UNDERSTANDS THE SIGNATURE TECHNICAIR TERMS AND CONDITIONS LOCATED http://www.TECHNICAir.com/Documents/MRO_Terms_and_Conditions_03-02-2016.pdf AND AGREES ON BEHALF OF THE CUSTOMER THAT SUCH TERMS AND CONDITIONS ARE PART OF THIS AIRCRAFT WORK AUTHORIZATION AND APPLY TO THE WORK, AND (C) HAS READ, UNDERSTANDS, AND AGREES TO THE SPECIFICATION/QUOTE (INCLUDING ITS ATTACHED TERMS AND CONDITIONS) WHEN INCORPORATED INTO THIS WORK AUTHORIZATION.</small></p>															
<u>State of West Virginia-Aviation Division</u> <div style="display: flex; justify-content: space-around;"> <div> <hr/> <p>(Authorized Signature)</p> </div> <div> <hr/> <p>(Print Name)</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div> <hr/> <p>(Date)</p> </div> <div> <hr/> <p>(Title)</p> </div> </div>				<u>SIGNATURE TECHNICAir</u> <div style="display: flex; justify-content: space-around;"> <div>  <p>(Signature)</p> </div> <div> <p>Steve Hippert</p> <p>(Print Name)</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div> <p>April 5, 2017</p> <p>(Date)</p> </div> <div> <p>MRO Sales Representative</p> <p>(Title)</p> </div> </div>											

MUST SIGN AND INITIAL ALL 3 PAGES AND RETURN TO TECHNICAir

Proprietary information of Signature TECHNICAir

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Customer Initials _____

7. TERMS AND CONDITIONS

These Standard Terms and Conditions of Maintenance Sale of Signature TECHNICAir ("TECHNICAir"), together with the terms of sale set forth in our signed proposal ("Proposal") submitted to you, will be the only terms of sale applicable to our provision of repair, overhaul or servicing ("Services") of your aircraft and parts thereof ("Equipment") described in the Proposal and will comprise the entire agreement ("Agreement") for these Services. In this Agreement "you" and "your" refer to the customer identified in the Proposal and "we", "us" and "our" refer to TECHNICAir.

1. **General Procedure.** We will perform Services on your Equipment as required in the attached Proposal. Services will be in accordance with our standard commercial practices and may, with your concurrence, include Designated Engineering Representative ("DER") repairs on non-rotating pads and assemblies and the use of PMA parts. We may use parts from our rotatable parts inventory to replace your repairable parts which will be repaired by us at your expense. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of at no expense to you and you will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to pads and material furnished by us will pass to you upon incorporation in the Equipment and, simultaneously, title to the parts replaced will pass to us. At Redelivery, we will provide you copies of all work records required by, as applicable, the FAA, JAA, CAA or other equivalent aviation authority (each, an "Approved Aviation Authority") which we agree in writing.
2. **Governmental Authorization.** You will be the importer/exporter of record of the Equipment and, unless we otherwise agree in writing, you will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations. All Delivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. You will not dispose of USA-origin items furnished by us (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.
3. **Taxes.** You agree to pay all taxes, duties, fees, charges or assessments of any nature (but excluding income taxes) assessed or levied in connection with performance of this Agreement.
4. **Prices/Payment.** Our prices for Services are stated in U.S. Dollars and shall be at the rates quoted to you in the Proposal. Any Service provided that is not priced in the Proposal shall be charged at the current rates published in the original equipment manufacturer's catalogs. Payment on all invoices are due prior to Redelivery of the repaired Equipment and shall be paid by wire transfer to our bank account, immediately available for use and without set-off. If your account becomes delinquent, you will grant us commercially acceptable assurances of payment. You will pay us one and one-half percentage (1.5%) points interest per month for all payments past due. The prices quoted herein are based on the assumption that title to all materials removed from the Customer's Aircraft, and not reinstalled, transfers to Signature TECHNICAir upon Redelivery unless otherwise specifically agreed to in writing. If the Customer desires to retain any or all of the removed materials, written notice to Signature TECHNICAir must be given prior to the Aircraft input date and, if necessary, appropriate adjustments to the quoted prices will be made. Customer has all risks of loss of the retained materials. Retained materials must be removed from the premises of Signature TECHNICAir within thirty (30) days after Redelivery or such materials will conclusively be deemed to be abandoned by Customer and title to such materials shall transfer to Signature TECHNICAir on the 31st day after Redelivery. Prices are subject to an additional charge for replacement or slaving of missing parts, or for parts damaged in shipment of the engine to Signature TECHNICAir.
5. **Excusable Delay.** You will excuse us from, and we will not be liable for, any delay in our performance due to causes beyond our reasonable control and, in the event of such delay, we may invoice you for all completed Services. If you cause a delay, your Equipment may be removed from Service, which may result in a greater than day-for-day delay in the completion of Services.
6. **Warranty.** We warrant that for a period of 90 days after the date of Redelivery the work performed on the Equipment will be free from defects in workmanship and conform to final specifications, plans, and drawings that the parties have agreed in writing to be a part of this Agreement. You will send us written notice of a defect within thirty (30) days of discovering it. If we reasonably determine that the work performed does not meet this warranty then we will promptly, at our option, either (a) repair the defective work,

(b) replace the defective item, or (c) refund the repair price allocable to the defective work. The warranty period on any such repaired or replaced item will be the unexpired portion of the warranty the initially repaired item. You will send the defective item, freight prepaid, to the location we specify. We will reimburse reasonable freight charges you incur for transportation for repairs covered by this warranty. **This warranty is exclusive and in lieu of all other warranties including warranties or merchantability and fitness for a particular purpose. We will not be responsible for incidental, indirect, special or consequential damages.** This warranty is not assignable without our written consent and is applicable only if, following Redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than us; and (c) has not been subjected to accident, misuse, abuse or neglect.

7. Indemnity.

By Signature TECHNICAir. We shall indemnify, defend, save, and hold harmless Customer and its Affiliates, Parent, subsidiaries and their respective directors, officers, and employees from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property (including the Engines) or any injury to or death of any person arising from SIGNATURE TECHNICAir's negligence, misconduct or performance of its obligations under this Agreement; provided, however, SIGNATURE TECHNICAir shall not be required to indemnify Customer for any claims or liabilities arising from Customer's negligence or misconduct. SIGNATURE TECHNICAir shall indemnify, defend, save, and hold harmless Customer and its Parent, subsidiaries, Affiliates, and their respective directors, officers, and employees from and against all claims and liabilities resulting in injuries or damages suffered by employees of SIGNATURE TECHNICAir in connection with the performance of Services hereunder.

By Customer. Customer shall indemnify, defend, save, and hold harmless SIGNATURE TECHNICAir, its Parent, Affiliates, directors, officers, servants, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property (including the Engines) or any injury to or death of any person arising from Customer's use, operation, repair, maintenance, or disposition of the Engines; provided, however, Customer shall not be required to indemnify SIGNATURE TECHNICAir for any claims or liabilities arising from SIGNATURE TECHNICAir's negligence or misconduct or breach of its obligations arising under this Agreement. Customer shall indemnify, defend, save, and hold harmless SIGNATURE TECHNICAir, its Affiliates, directors, officers, servants, and employees thereof from and against all claims and liabilities resulting in injuries or damages suffered by employees of Customer in connection with the performance of their respective employment with Customer.

8. Limitation of Liability.

Notwithstanding anything to the contrary in this agreement the total liability of SIGNATURE TECHNICAir shall not exceed the dollar value of the Equipment immediately prior to the failure precipitating such claim. Neither Party shall be liable for special, incidental, or consequential damages, including without limitation, lost revenue or profits, costs of charter, diminution in value of aircraft or other property, and lost opportunity costs.

9. Information, Trademarks.

Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.

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10. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice for breach of any material provision, unless such breach is cured within the thirty (30) days. We may terminate this Agreement without advance notice if you (a) fail to make any of required payments when due, (b) make any agreement with your creditors due to your inability to make timely payment of your debts, (c) enter into compulsory or voluntary liquidation, (d) become insolvent, or (e) become subject to the appointment of a receiver of all or a material part of your assets. Upon any such termination, you will not be relieved of your obligation to pay for Services performed.
11. **Customer Furnished Material.** You may supply mutually agreed quantities and types of parts to us as "Customer Furnished Material", if furnished with an Approved Aviation Authority serviceability tag and ready for immediate use. If your delay in providing material would delay our performance, we may supply such parts and material at your expense. Customer Furnished Material will be assessed a 15% surcharge at the time of the installation based on Manufacturer's Suggested Retail Price ("MSRP"). For rebuilt, reworked, overhauled or refurbished parts where there is no MSRP, Signature TECHNICAir, at its sole discretion, will determine the basis for the surcharge. Customer furnished parts must be accompanied by a properly executed release for return to service in accordance with FAA regulations. If such release or documentation is not supplied, any overhaul, upgrade, certification or repair necessary to be in compliance must be accomplished prior to installation of the parts. Any such overhaul, upgrade, certification or repair is the sole responsibility of the Customer. Signature TECHNICAir disclaims any and all liability for customer furnished parts and specifically excludes any and all express, implied or statutory warranties for such parts including, but not limited to, the warranties of merchantability and fitness for a particular purpose. Customer waives any claim of or right to any cause of action against Signature TECHNICAir, its employees, directors, officers, agents and subcontractors, for the performance of such parts and installation by Signature TECHNICAir without inspection of such parts. Signature TECHNICAir will not assume responsibility for airframe/customer hardware sent with the engine. Every effort will be made, however, to return these items to the customer freight collect.
12. **Dispute Resolution and Governing Law.** This Agreement shall be governed by the law of the State of Texas, excluding its conflict of law provisions. We will try to amicably resolve any dispute relating to this Agreement within sixty (60) days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Houston, Texas. Either of us

may take appropriate legal action as may be required for the enforcement of such arbitration award.

13. **General Provisions.**

Right to Sub-contract. We have the right to subcontract any Service to any subcontractor properly certified and rated by the Approved Aviation Authority.

Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our affiliates.

Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

Language, Notices. All correspondence and documentation connected with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Proposal, which may be changed by written notice.

Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

Entire Agreement. Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance of this Agreement will remain in full force and effect. In the event of a conflict between the Proposal and this document, the Proposal shall rule. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. This agreement may be executed by facsimile or pdf signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

Foreign Registry.

Signature TECHNICAir standard proposals are based on a US registered aircraft. If the aircraft remains in foreign registry, then Signature TECHNICAir will perform all work in accordance with standard and approved U.S. requirements and the customer will be responsible for obtaining all approvals and certifications necessary to satisfy their local regulations. Signature TECHNICAir will support certification requirements at the customer request and approval on a time and material basis.

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Signature TECHNICAir

CAPABILITIES LIST

Signature TechnicAir

3901 N. LIBERTY STREET

WINSTON-SALEM, NORTH CAROLINA 27105

FAA C.R.S. PAIR208A

PAIR208A CAPABILITIES LIST

DATE: 02/19/2016

REVISION 13

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PAIR208A CAPABILITIES LIST

DATE: 08/26/2016

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12. Revision 13	02/19/2016
13. Revision 14	04/04/2016
14. Revision 14	04/04/2016

APPROVED: _____

CHIEF INSPECTOR – PAIR208A

FAA ACCEPTED

FSDO EA-39

Date: _____

MARY E

By: _____

JOHNSON

Digitally signed by MARY E JOHNSON
DN: c=US, o=U.S. Government,
ou=ASO, ou=GSO FSDO, cn=MARY E
JOHNSON
Date: 2016.08.31 07:07:52 -0400

PAIR208A CAPABILITIES LIST

DATE: 08/26/2016

REVISION 15

RECORD OF REVISION

The Capabilities List is controlled and revised using the procedures in the Repair Station / Quality Control Manual section 1 page 7.

Revision No.	Revision Date	Insert Date	By
1	05/01/01	06/01/01	TH
2	02/03/03	03/03/03	TH
3	05/10/04	06/10/04	TH
4	06/21/04	07/21/04	TH
5	10/15/04	11/15/04	TH
6	01/10/05	02/10/05	TH
7	06/10/06	07/03/06	RH
8	03/08/10	03/17/10	RH
9	08/01/12	08/06/12	RH
10	08/01/12	08/06/12	RH
11	09/23/13	09/25/13	RH
12	03/12/15	03/12/15	TH
13	02/19/16	03/03/16	TH
14	04/04/16	04/05/16	TH
15	08/26/2016		

PAIR208A CAPABILITIES LIST

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RESERVED

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KAP150/KFC 150 SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
065-0036-SERIES	KC296 Yaw Computer	Allied
065-0042-SERIES	KC192 Autopilot Computer	Allied
065-0054-SERIES	KC191 Autopilot Computer	Allied
065-0055-SERIES	KC190 Autopilot Computer	Allied
065-0050-SERIES	KS177 Autopilot Servo	Allied
065-0051-SERIES	KS178 Autopilot Servo	Allied
065-0052-SERIES	KS179 Autopilot servo	Allied
065-0058-SERIES	KA185 Annunciator Panel	Allied

KFC 200 & 400 SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
KFC 200 & 400	Auto Pilot System	Allied
065-0027-SERIES	KS270 Pitch Servo	Allied
065-0028-SERIES	KS271 Primary Servo	Allied
065-0029-SERIES	KS272 Trim Servo	Allied
065-0040-SERIES	KS273 Trim Servo	Allied
065-0030-SERIES	KM275 Servo Mount	Allied
065-0031-SERIES	KM276 Servo Mount	Allied
065-0032-SERIES	KA285 Annunciator	Allied
065-0033-SERIES	KC290 Mode Controller	Allied
065-0034-SERIES	KC295 Flight Computer	Allied
065-0035-SERIES	KC291 Yaw Controller	Allied
065-0036-SERIES	KC296 Yaw Computer	Allied
065-0037-SERIES	KC292 Mode Controller (AP Only)	Allied
065-0046-SERIES	KAS297 Altitude Select	Allied
065-5018-SERIES	KA141 Auto Pilot Monitor	Allied
071-1095-SERIES	KA118 Demodulator	Allied

PAIR208A CAPABILITIES LIST

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KCS 55A COMPASS SYSTEM SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
060-0011-SERIES	KG102 Directional Gyro	Allied
060-0016-SERIES	KG102A Directional Gyro	Allied
066-3029-SERIES	KI525 Pictoral Nav Indicator	Allied
066-3046-SERIES	KI525A Pictoral Nav Indicator	Allied
071-1052-SERIES	KMT112 Magnetic Azimuth Transmitter	Allied
071-1053-SERIES	KA51 Slaving Accessory	Allied
071-1053-SERIES	KA51A Slaving Accessory	Allied
071-1242-SERIES	KA51B Slaving Accessory	Allied

KFC 250/250A SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
065-0027-SERIES	KS270 Pitch Servo	Allied
065-0028-SERIES	KS271 Primary Servo	Allied
065-0029-SERIES	KS272 Trim Servo	Allied
065-0030-00	KM275 Servo Mount	Allied
065-0031-00	KM276 Servo Mount	Allied
065-0032-SERIES	KA285 Annunciator Panel	Allied
065-0033-SERIES	KC290 Mode Controller	Allied
065-0035-01	KC291 Yaw Controller	Allied
065-0040-SERIES	KS273 Trim Servo	Allied
065-0045-SERIES	KCP299 Flight Computer	Allied
065-0046-SERIES	KAS297 Altitude Selector	Allied
065-5013-00	KA136 Trim Monitor	Allied
066-3023-05/07	KAP315 Annunciator Panel	Allied

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KFC 300 SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
065-0017-SERIES	KMC340 Mode Controller	Allied
065-0018-00/01	KCP320 Flight Computer	Allied
065-0019-00/01	KAC325 Autopilot Computer	Allied
066-3023-SERIES	KAP315 Annunciator	Allied
066-0014-SERIES	KSA370 Autopilot Servo	Allied
066-00150SERIES	KSM375 Servo Mount	Allied

S-TEC 20, 30, & 40 SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
S-TEC 20, 30 & 40 SERIES	Auto Pilot System	S-TEC
105	Roll Servo	S-TEC
106	Roll Servo	S-TEC
129	Programmer/Computer (14V One Axis)	S-TEC
130	Programmer/Computer (28V One Axis)	S-TEC

S-TEC 50, 55, 60 & 65 SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
S-TEC 50, 55, 60 & 65 SERIES	Auto Pilot System	S-TEC
0105-	Roll Servo	S-TEC
0106-	Roll Servo	S-TEC
0107-	Pitch Servo	S-TEC
0108-	Pitch Servo/Trim Servo	S-TEC
131	Programmer/Computer (14V Two Axis)	S-TEC
132	Programmer/Computer (28V Two Axis)	S-TEC

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CENTURY II / III SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
1B440	Roll Signal Filter	Century
1B440-1	Pitch Rate Filter	Century
1B440-2	Roll Rate Filter	Century
1C338	Console	Century
1C385	Console/Amplifier	Century
1C388; 1C388-2; 1C388-3; 1C388C	Radio Coupler	Century
1C388M; 1C388P; 1C388MC; 1C388PC; 1C39	Amplifier	Century
1C404	Console	Century
1C493	Glide Slope Coupler	Century
1C497; 1C497-1	Programmer	Century
1C515 SERIES	Amplifier	Century
1C519; 1C519-2	Console	Century
1C543; 1C543-1	System Coupler	Century
1C646-1	Trim Amplifier (14V)	Century
1C646-2	Trim Amplifier (28V)	Century
1C651	Yaw Damper System	Century
1C671	Trim Amplifier (14V)	Century
1C671-1	Trim Amplifier (28V)	Century
1C709	Pitch Trim Amplifier	Century
1C740	Annunciator	Century
1D395	Console	Century
1D396	Console	Century
1D496-SERIES	Computer	Century
1D720	Console	Century

PAIR208A CAPABILITIES LIST

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CENTURY II / III SERIES COMPONENTS CONTINUED

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
79C53-1	Trim Amplifier (14V)	Century
79C53-2	Trim Amplifier (28V)	Century
79C54-1	Trim Amplifier (14V)	Century
79C54-2	Trim Amplifier (28V)	Century
79C54-3	Trim Amplifier (28V)	Century

CENTURY IV SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
1C496-SERIES	Computer	Century
1C497-SERIES	Flight Programmer	Century
1C543	System Coupler	Century
1C543-1	System Coupler	Century
1C651	Yaw Damper System	Century
1C709	Pitch Trim Amplifier	Century

CENTURY SERVOS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
1C363-1 SERIES	Roll Servo	Century
1C414 SERIES	Roll Servo	Century
1C456-1 303R	Roll Servo	Century
1C465-1 SERIES	Roll Servo	Century
1C470-255R	Roll Servo	Century
1C508-1-700R	Roll Servo	Century
1D363-1 SERIES	Roll Servo	Century
1D363 SERIES	Roll Servo	Century
1D414-206R	Roll Servo	Century

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CENTURY SERVOS CONTINUED

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
1C368-235	Trim Servo	Century
1C373-SERIES	Trim Servo	Century
1C469-SERIES	Trim Servo	Century
1D368-255	Trim Servo	Century
1D373-SERIES	Trim Servo	Century
1C465-1-239P	Pitch Servo	Century
1C470 SERIES	Pitch Servo	Century
1C470-1 SERIES	Pitch Servo	Century
1C477	Pitch Servo	Century
1C502-255P	Pitch Servo	Century
1C508-1 SERIES	Pitch Servo	Century
1C751-1-359P	Pitch Servo	Century
1D363-202P	Pitch Servo	Century
1D414 SERIES	Pitch Servo	Century

SPERRY SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
500, 800 & 4000	Auto Pilot System	Sperry

HONEYWELL SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
4011026 SERIES	Engage Controller	Honeywell
4011049 SERIES	Manual Controller	Honeywell

PAIR208A CAPABILITIES LIST

DATE: 02/19/2016

REVISION 13

BENDIX SERIES COMPONENTS

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
FC-813 SERIES	Flight Controller	Bendix
CA-814 SERIES	Computer Amplifier	Bendix
PS-815 SERIES	Power Supply	Bendix
AD-816 SERIES	Power Adapter	Bendix
SA-816 SERIES	Roll Servo	Bendix
SE-816 SERIES	Pitch Servo	Bendix
ST-816 SERIES	Pitch Trim Servo	Bendix
PS-819 SERIES	Power Supply	Bendix
FC-823 SERIES	Flight Controller	Bendix

COLLINS FCS-65

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
FCP-65 SERIES	Flight Controller	Collins
APP-65A SERIES	Auto Pilot Panel	Collins
MAP-65 SERIES	Mode Annunciator Panel	Collins

COLLINS AP 60, 65, 80, 85, 105 & 850 SERIES

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
AP 60, 65, 80, 85, 105 & 850 SERIES	Auto Pilot System	Collins

COLLINS FD 108, 109

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>MFG</u>
FD 108 / FD 109 SERIES	Flight Director	Collins

PAIR208A CAPABILITIES LIST

DATE: 04/04/2016

REVISION 14

AIRCRAFT

MODELS

328 SUPPORT SERVICES GmbH

DO-328-100, 328-300

AIRBUS DEFENSE AND SPACE S.A.

CASA C-212 SERIES - Limited to installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

BEECHCRAFT CORPORATION

300 SERIES / B300 SERIES

1900 SERIES

400 / 400A SERIES; MU-300 SERIES

HS.125 – 700 SERIES

BAe. 125 – 800 SERIES / HAWKER 800 SERIES

HAWKER 900XP

BOMBARDIER INC.

DHC-8-100 SERIES

DHC-8-200 SERIES

DHC-8-300 SERIES

BD-100-1A10 SERIES, CL-600 SERIES Limited to installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

DASSAULT AVIATION

50 SERIES

900 SERIES

10, 20 SERIES, 2000 SERIES, 7X - Limited to installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

EMBRAER S.A.

EMB-120 SERIES

EMB-135 SERIES, EMB-145 SERIES - Limited to installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

FOKKER / FAIRCHILD

F-27 SERIES, FH-227 SERIES

PAIR208A CAPABILITIES LIST

DATE: 04/04/2016

REVISION 14

AIRCRAFT

MODELS

GULFSTREAM AEROSPACE CORPORATION G-159, G-1159 SERIES, G-IV SERIES, GV SERIES, GVI SERIES -
Limited to installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

GULFSTREAM AEROSPACE LP 1125 ASTRA SERIES, G100, G150, G200, G280 - Limited to
installation of avionics and instruments, maintenance of pitot static system, certification of airspeed indicator and RVSM.

ISRAEL AIRCRAFT INDUSTRIES 1124 SERIES

LEARJET INC. LEAR 20, 30, 40, 50, 60 SERIES

MCDONNELL DOUGLAS DC-3 SERIES

SAAB SF-340 SERIES

2000 - Limited to installation of avionics and instruments,
maintenance of pitot static system, certification of airspeed indicator
and RVSM.

TEXTRON AVIATION INC. 550 / S550 SERIES
560 SERIES
650 SERIES
680 SERIES
750 SERIES

525B, 525C - Limited to installation of avionics and instruments,
maintenance of pitot static system, certification of airspeed indicator
and RVSM.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2016

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 have ADDITIONAL INSURED provisions or 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 Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Landmark FBO, LLC dba Signature Flight Support 1500 Citywest Blvd. Suite 600 Houston TX 77042 USA	INSURER A: Illinois Union Insurance Company	27960
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: The Insurance Co of the State of PA	19429
	INSURER D: National Union Fire Ins Co of Pittsburgh	19445
	INSURER E: Allianz Global Risks US Insurance Co.	35300
	INSURER F: Allianz Global Corporate & Specialty SE	AA1344102

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570063717000**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
F	<input checked="" type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			AK1627001 Aviation Liability	10/01/2016	10/01/2017	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal \$1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2935949 AOS CA 2935948 MA CA 2935947 VA	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			ULA2007440 Auto Umbrella SIR applies per policy terms & conditions	10/01/2016	10/01/2017	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC14112056 AOS WC14112057 NJ, PA	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia 2019 Washington St. West Charleston WV 25305 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570063717000



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Landmark FBO, LLC	
POLICY NUMBER See Certificate Number: 570063717000			
CARRIER See Certificate Number: 570063717000	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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC 14112058 FL	09/30/2016	09/30/2017		
C		N/A		WC 14112059 CA	09/30/2016	09/30/2017		
B		N/A		WC14112062 MA, ND, OH, WA, WI, WY	09/30/2016	09/30/2017		
B		N/A		WC 14112060 IL, KY, NC, UT	09/30/2016	09/30/2017		
B		N/A		WC 14112061 AK, AZ, GA, VA	09/30/2016	09/30/2017		



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Landmark FBO, LLC	
POLICY NUMBER See Certificate Number: 570063717000			
CARRIER See Certificate Number: 570063717000	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

Special Provisions

As respects the Allianz Global & Corporate Specialty AG policy, AK1627001, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policy.

Landmark FBO and its subsidiaries are included as a named insured on the workers Compensation policies effective March 1st, 2016.

SPECIAL PROVISIONS:

Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

Geographical Limits are worldwide.

Comprehensive General Aviation Liability including inter alia, On-Airport Premises Automotive Liability, Premises, Products and Completed Operations Liabilities, Hangarkeepers Liability, Aircraft Liability, Contractual Liability, Cargo Liability, Baggage Liability, Advertisers Liability and Fire Legal Liability.

SEVERAL LIABILITY NOTICE: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

Each of the above Insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability of any sort under the above policies nor as a result of this certification.

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Landmark FBO, LLC	
POLICY NUMBER See Certificate Number: 570063717000			
CARRIER See Certificate Number: 570063717000	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

Special Provisions Continued

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless otherwise noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Landmark FBO, LLC
POLICY NUMBER See Certificate Number: 570063717000		
CARRIER See Certificate Number: 570063717000	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

Named Insured Includes:

Advanced Aviation, LLC dba Signature Flight Support
Bradley Pacific Aviation, Inc dba Signature Flight Support
Encore Asheville FBO, LLC dba Signature Flight Support
Encore FBO Acquisition, LLC dba Signature Flight Support
Encore FBO SAS dba Signature Flight Support
Encore FBO, LLC dba Signature Flight Support
Encore FBO, LLC dba Signature Technicair
Encore MAP SAS dba Signature Flight Support
ERA FBO, LLC dba Signature Flight Support
Fresno FBO, LLC dba Signature Flight Support
First Aviation Services, LLC dba Signature Flight Support
First Aviation Services, Inc. dba Signature Technicair
Galvin Flying Services, Inc. and Galvin Aviation LLC dba Signature Flight Support
Landmark Aviation GSO-SAN, LLC dba Signature Flight Support
Landmark Aviation GSO-SAN, LLC dba Signature Technicair
Landmark Aviation Miami, LLC dba Signature Flight Support
Landmark FBO, LLC dba Signature Technicair
Laredo Aero Center, Inc dba Signature Flight Support
Miami Executive Aviation, LLC dba Signature Flight Support
Midlantic Jet Aviation, LLC dba Signature Flight Support
Piedmont Hawthorne Aviation, LLC dba Signature Flight Support
Piedmont Hawthorne Aviation, LLC dba Signature Technicair
Ross Baton Rouge, LLC dba Signature Flight Support
Ross Chester County, LLC dba Signature Flight Support
Ross Denver Air, LLC dba Signature Flight Support
Ross Midland, LLC dba Signature Flight Support
Ross Pilot Drive, LLC dba Signature Flight Support
Ross Tradition, LLC dba Signature Flight Support
Ross Trenton, LLC dba Signature Flight Support
RSS Jet Center Ltd dba Signature Flight Support
Southwest Airport Services, Inc dba Signature Flight Support
Williston Air Center JV, LLC dba Signature Flight Support

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	02/11/2016	02/18/2016	13
002 Definitions and Abbreviations	02/11/2016	02/18/2016	10
003 Ratings and Limitations	01/30/2004	09/15/2016	21
004 Summary of Special Authorizations and Limitations	09/23/1998	08/31/2016	17
007 Designated Persons	12/19/2006	07/26/2016	16
025 Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media	11/16/2004	02/18/2016	1
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	03/24/2015	10

A001 . Issuance and Applicability

HQ Control: 02/11/2016

HQ Revision: 060

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:
3901 N. Liberty St.
Winston-Salem, North Carolina 27105

Mailing Address:
3901 N. Liberty St.
Winston-Salem, North Carolina 27105

b. The holder of these operations specifications is the holder of certificate number PAIR208A and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. The repair station specified on these operations specifications and located within the United States performs maintenance and/or an alteration of aircraft and/or aeronautical products to be installed on aircraft under the terms and conditions of the U.S./EU Safety Agreement, Annex 2, Maintenance, between the FAA and the EU.

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

Signature TechnicAir

Delegated authorities: None

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



Digitally signed by Mary E Johnson, Principal Avionics Inspector (EA39)

[1] SUPPORT INFO: Requested Name change for new d/b/a

[2] EFFECTIVE DATE: 2/18/2016, [3] AMENDMENT #: 13

DATE: 2016.02.17 11:37:25 -06:00

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

A handwritten signature in black ink, appearing to read "Thomas R. Hall", written over a horizontal line.

Hall, Thomas R., Chief Inspector

A handwritten date "2-19-16" in black ink, written over a horizontal line.

Date

A002 . Definitions and Abbreviations

HQ Control: 02/11/2016

HQ Revision: 05c

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

BASA	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
Certificate Holder	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
CFR	Code of Federal Regulations
Class rating	As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.
EASA	European Aviation Safety Agency
EASA Accountable 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.
EU	European Union
Exemption	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
FOCA	Federal Office of Civil Aviation
FAA Accountable 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	An approval provided to a repair station located outside the United

Authorization	States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EU Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
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 Mary E Johnson, Principal Avionics Inspector (EA39)
[1] SUPPORT INFO: N 8900.341
[2] EFFECTIVE DATE: 2/18/2016, [3] AMENDMENT #: 10
DATE: 2016.02.17 11:39:20 -06:00

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

A handwritten signature in black ink, appearing to read "Thomas R. Hall", written over a horizontal line.

Hall, Thomas R., Chief Inspector

2-19-16

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

Radio Class 1: Communications Equipment

Radio Class 2: Navigational 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 revised.	From the accepted Capability List, as revised.	Limited to overhaul or repair as identified on the capability list
PowerPlant	Lycoming, Teledyne Continental and other horizontally opposed reciprocating engines installed in aircraft under airframe class ratings.	Horizontally Opposed Reciprocating Models	Limited to routine maintenance, minor repairs, replacement and adjustment of external components and accessories. Excluded is overhaul and separation or disassembly of crankcases. All maintenance in accordance with engine manufacturers instructions.
	Pratt & Whitney	PT-6 Series	Hot Section Inspections and Repair is authorized in accordance with appropriate Pratt & Whitney Maintenance Manuals.
		PT-6A Series JT-15 Series	
Instruments			
Autopilot	From the accepted Capability List, as revised.	From the accepted Capability List, as revised.	Limited to overhaul or repair of components as identified on the capability list
Altimeters	See Limitations	See Limitations	Test and Inspect each altimeter, static system, and automatic altitude reporting equipment in accordance with 14 CFR Part 43, Appendix E.

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Altimeters Adjustment	ALL	All Makes, All Models	Rating limited to Barometric Scale Adjustment.
Encoder Adjustment	ALL	All Makes, All Models	Rating limited to Barometric Encoder Correlation Adjustment
Accessories Batteries	ALL	All Models	Nickel Cadmium Batteries and
	ALL	All Models	Lead / Acid Batteries
Emergency Power Supply	L3 Communications	PS-8XX Series	
	Honeywell/Grimes	60-0304-XX Series	
Nondestructive Inspection, Testing and Processing			Liquid Penetrant, Eddy Current, Magnetic Particle, Ultrasonic, In accordance with the manufacturer's instructions or ASTM standard as applicable.

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
None Authorized		

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



Digitally signed by Mary E Johnson, Principal Avionics Inspector (EA39)

[1] SUPPORT INFO: Add Emergency Power Pack

[2] EFFECTIVE DATE: 9/15/2016, [3] AMENDMENT #: 21

DATE: 2016.09.15 13:53:36 -05:00

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

 9-15-2016

Hall, Thomas R., Chief Inspector

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
Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449

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

	Reference Paragraphs
Use Exemptions.	A005
Perform maintenance with EASA ratings where the scope of work is authorized by a BASA/MAG (U.S.-EU), MIP/MaG (U.S.-Swiss).	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 work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100
Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating non-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 Mary E Johnson, Principal Avionics Inspector (EA39)

[1] SUPPORT INFO: Removed A101

[2] EFFECTIVE DATE: 8/31/2016, [3] AMENDMENT #: 17

DATE: 2016.08.31 06:05:01 -05:00

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

A handwritten signature in black ink, appearing to read "Thomas R. Hall", written over a horizontal line.

Hall, Thomas R., Chief Inspector

8-31-2016

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 Maintenance	Parton, James W	A
Chief Inspector	Hall, Thomas R.	A
FAA Accountable Manager, 145	Parton, James W	A

- 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
Tom Hall	tom.hall@technicair.com	(336) 776-6208	ALL
Woody Parton	woody.parton@technicair.com	(336) 776-6200	ALL

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



Digitally signed by Lynda Falcon, Principal Maintenance Inspector (EA39)
[1] SUPPORT INFO: changed DOM and Accountable Manager
[2] EFFECTIVE DATE: 7/26/2016, [3] AMENDMENT #: 16
DATE: 2016.07.26 08:09:35 -05:00

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

Handwritten signature of Thomas R. Hall in black ink.

Hall, Thomas R., Chief Inspector

Handwritten date "7-26-16" in black ink.

Date

A025 . Electronic/Digital Recordkeeping System,
Electronic/Digital Signature, and Electronic Media

HQ Control: 11/16/2004

HQ Revision: 00a

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

N/A

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

N/A

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

Reference RSM Section I

1. Issued by the Federal Aviation Administration.

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



Digitally signed by Mary E Johnson, Principal Avionics Inspector (EA39)

[1] SUPPORT INFO: Update Chief Inspector Signature

[2] EFFECTIVE DATE: 2/18/2016, [3] AMENDMENT #: 1

DATE: 2016.02.17 11:43:47 -06:00

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

A handwritten signature in black ink, appearing to read "Thomas R. Hall", is written over a horizontal line.

Hall, Thomas R., Chief Inspector

A handwritten date "2-19-16" in black ink is written over a horizontal line.

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:	
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.

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



Digitally signed by Mary E Johnson, Principal Avionics Inspector (EA39)

[1] SUPPORT INFO: Removed I5WA

[2] EFFECTIVE DATE: 3/24/2015, [3] AMENDMENT #: 10

DATE: 2015.03.24 09:45:11 -05:00

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

Handwritten signature of Thomas R. Hall in black ink.

Hall, Thomas R., Chief Inspector

Handwritten date "4-1-15" in black ink.

Date