

The following documentation is an electronicallysubmitted 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.

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neral Information Contact	efault Values Discount	Document Information	Clarification Request						
Procurement Folder:	1487298			SO Doc Code:	CRFQ				
Procurement Type:	Central Master Agreement			SO Dept:	0215				
Vendor ID:	VS0000046876	<b>2</b>		SO Doc ID:	AVN25000000	2			
Legal Name:	Stevens Aerospace and De	fense Systems, LLC		Published Date:	8/28/24				
Alias/DBA:				Close Date:	9/5/24				
Total Bid:	\$0.00			Close Time:	13:30				
Response Date:	09/04/2024			Status:					
Response Time:	10:32			Solicitation Description:	Aircraft Mainter 350,N1WV, SN:		ing Air		
Responded By User ID:	Stevens@2024	<b></b>		Total of Header Attachments:	5				
First Name:	Adam			Total of All Attachments:	5				
Last Name:	Lockyer								
Email:	adam.lockyer@stevensaer								
Phone:	8646786228								



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

#### State of West Virginia **Solicitation Response**

Proc Folder:	1487298							
Solicitation Description:	Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527							
Proc Type:	Central Master Agreement							
Solicitation Closes		Solicitation Response	Version					
2024-09-05 13:30		SR 0215 ESR09042400000001667	1					

VENDOR									
VS0000046876 Stevens Aerospace and Defense Systems, LLC									
Solicitation Number:	CRFQ 0215 AVN2500000002								
Total Bid:	0	Response Date:	2024-09-04	Response Time:	10:32:20				
Comments:									

FOR INFORMATION CONTACT THE BUY Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov	ER		
Vendor Signature X	FEIN#	DATE	

ct to all terms and conditions contained in this solicitation All offers su

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount	
1	Aircraft Maintenance & Air, N1WV, SN: F	Repair for The King	0.00000	EA	143.000000	0.00	
Comm Code Manufacturer		Manufacturer	Specification		ation	Model #	
252025	500						

**Commodity Line Comments:** Unable to determine exact request for Unit price and Delivery days from instructions and I am new to the process. Unit price is our retail hourly rate. Delivery days is for a typical stand alone King Air Phase Inspection (2 Weeks).

#### Extended Description:

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

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

CRFQ:

CRFQ AVN2500000002

VENDOR:

Stevens Aerospace And Defense Systems LLC

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

## Section A:

	Normal working hours are considered to be MON - FRI:	7:30	am to	3:30	pm.					
	RATE SCHEDULE:									
Line Item	Description Unit of Measure Items 1-3 = Per Hour	Year 1	Unit *Year 2	Cost *Year 3	*Year 4	Year 1	Estimated *Year 2	Quantity *Year 3	*Year 4	Extended Cost
1	Unit of Measure Items 4-7 = Per Inspection Straight Hourly Shop Rate	\$143.00		\$158.00	\$166.00	1	1	1	1	\$617.00
				-	-					-
2	Shop Rate Hourly for Avionics	\$143.00		\$158.00	\$166.00	1	1	1	1	\$617.00
3	Shop Rate other than Normal Working Hours	\$143.00	\$150.00	\$158.00	\$166.00	1	1	1	1	\$617.00
4	Single Phase Inspection Flat Rate Labor	\$11,880.00	\$12,474.00	\$13,098.00	\$13,753.00	1	1	1	1	\$51,205.00
5	Combined Two Phase Inspection Flat Rate Labor	\$18,225.00	\$19,136.00	\$20,093.00	\$21,098.00	1	1	1	1	\$78,552.00
6	Combined Phase 1-4 Inspection Flat Rate Labor	\$18,225.00	\$19,136.00	\$20,093.00	\$21,098.00	1	1	1	1	\$78,552.00
7	Engine Hot Section Inspection	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	\$0.00
	PARTS:	1								
	PARIS:									
Line		%	Discount f	rom List Co	st		Estimated	l List Cost		Extended
Line Item	Description	% Year 1	Discount f *Year 2	rom List Co *Year 3	st *Year 4	Year 1	Estimated *Year 2	List Cost *Year 3	*Year 4	Extended Cost
Item						Year 1			*Year 4	
Item	Description	Year 1				<b>Year 1</b> \$3,000.00			*Year 4 \$3,000.00	
Item	<b>Description</b> Textron/Hawker Beechcraft Parts	<b>Year 1</b> 0.00%	*Year 2 0.00%	*Year 3	*Year 4		*Year 2	*Year 3		
Item	<b>Description</b> Textron/Hawker Beechcraft Parts Percent Discount:	Year 1 0.00% \$0.00	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%		*Year 2	*Year 3		
Item	Description Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost):	Year 1 0.00% \$0.00	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3 \$3,000.00	\$3,000.00	Cost
ltem 8	Description Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost): Discounted Cost (Estimated List Cost- Amount of Discount):	Year 1 0.00% \$0.00	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3 \$3,000.00	\$3,000.00	Cost
Item 8	Description Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost): Discounted Cost (Estimated List Cost- Amount of Discount): Non-Textron/Hawker Beechcraft Parts	Year 1 0.00% \$0.00	*Year 2 0.00% \$0.00	*Year 3 0.00% \$0.00	*Year 4 0.00% \$0.00	\$3,000.00 \$3,000.00	*Year 2 \$3,000.00 \$3,000.00	*Year 3 \$3,000.00 \$3,000.00	\$3,000.00 \$3,000.00	Cost

	ibit A - Pricing Page (King Air)				CRFQ:		CR	CRFQ AVN250000002		
King	(ing Air 350, S/N FL-527 (N1WV)       VENDOR:       Stevens Aerospace And Defense System						ns LLC			
Vend	ors must complete Exhibit A-Pricing in its enti	irely in legi	ble form a	nd submit	with thei	r bid.				
	EQUIPMENT USE FEES:									
Line	Description		Estimated	List Cost			Estimated	l Quantity		Extended
Item	Description	Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	Cost
10	Main Ship Battery Capacity Check Fee (Lead Acid)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1,851.00
	Emergency Lighting and Avionics Battery Capacity Check Fee	\$1,010.00	\$1,050.00	\$1,106.00	\$1,162.00	1	1	1	1	\$4,328.00
12	Tire Change (per tire)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1,851.00
13	Wheel Inspection (per wheel)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1,851.00
14	Prop Balance	\$715.00	\$750.00	\$790.00	\$830.00	1	1	1	1	\$3,085.00
15	24 Month <b>Non-RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Vendor</b> Facility) 24 Month <b>Non-RVSM</b> , Altimeter & Transponder	\$2,160.00	\$2,268.00	\$2,382.00	\$2,500.00	1	1	1	1	\$9,310.0
16	Recertifications (Vendor performs at <b>Agency</b> Facility) 24 Month <b>RVSM</b> , Altimeter & Transponder	\$6,300.00	\$6,615.00	\$6,946.00	\$7,293.00	1	1	1	1	\$27,154.00
	Recertifications (Vendor performs at <b>Vendor</b> Facility)	\$2,160.00	\$2,268.00	\$2,382.00	\$2,500.00	1	1	1	1	\$9,310.00
	24 Month <b>RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Agency</b> Facility)	\$6,300.00	\$6,615.00	\$6,946.00	\$7,293.00	1	1	1	1	\$27,154.0
	OTHER FEES:									
Line Item	Description	lines 1 thru 6 by the total la	Vendors mu abor cost whic	st enter a per h will be used	a percentage centage amou to calculate t	nt that will be he extended	e multiplied cost of		cost of mables	Extended Cost
19	Consumables	consumables Percentage fi		charging for	consumables v	will enter a "0	" in the	4.0	0%	#REF!
								Sub	total A:	#REF!

Exhibit A - Pricing Page (King Air)	CRFQ:			
King Air 350, S/N FL-527 (N1WV)	VENDOR:			
Vendors must complete Exhibit A-Pricing in its entirely in legible form an	d submit with their bi	d.		
Section B (Evaluation Purposes Only, will not be included in A	ward Total ):			
Vendor to enter nautical miles (NM) below to calculate flight time between Yeage Calculation will be based on the straight line distance of the vendor's facility from rate per hour mulitplied by two. Agency estimates making four trips to the vendo	CRW in NM divided by	aircraft nominal speed multiplied by the		
Description			Per Trip	
0 Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x	2 (roundtrip) x 4 (total est	imated trips)	\$0.00	
		Subtotal B:	\$0.00	

Exhibit A - Pricing Page (King Air)	CRFQ:			
		CRFQ AVN250000002		
King Air 350, S/N FL-527 (N1WV)	VENDOR:	Stevens Aerospace And Defense Syste	ems LLC	
Vendors must complete Exhibit A-Pricing in its entirely in legible form an	d submit with their bi	d.		
Section C (Evaluation Purposes Only, will not be included in A	ward Total ):			
Vendor to enter road miles (RM) below to calculate travel time by car between Y mileage of the shortest distance via Google Map Driving Directions. 67 cents per making four trips to the vendor over the life of the contract		-		
Description			Per Trip	
0 Road Miles to vendor facility x 67 cents per mile x 2 (roundtrip) x 4 (total estimated	d trips)		\$0.00	
		Subtotal C:	\$0.00	
		Subtotal Section A:	#REF!	
		Subtotal Section B:	\$0.00	
		Subtotal Section C:	\$0.00	
		Total Bid:	#REF!	
Notes:			•	
1) The following Phase inspection man hour flat rates, as set forth by Textron/Hawker B Line 4, Any Single Phase inspection - Based on and not to exceed 68 man hours.		compute the following line items above.		
Line 5, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exc Line 6, Combined Phase Inspection (Phase 1-4) - Based on and not to exceed 120 mar				
2) The quantities listed above are provided for bid evaluation purposes only. The actua		d on the needs of the agency and will be de	termined based	
on the unit cost supplied in the vendor's bid.	anna Cubusittad fanns sha			
<ol> <li>Vendors should complete this form in its entirety in lieu of submitting other quote for preferred.)</li> </ol>	orms. Submitted form sho	buid be provided in a legible form. (Typewri	tten form	
4) Vendors must submit unit cost for all line items. Failure to provide unit cost will resu	ult in the disqualification of	f the vendor's bid.		
5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended	-			
6) Section B and C for evaluation purposes only; the amount of Section B and C will not	be included in the Award 1	Total.		



864.678.6000 🕻

StevensAerospace.com

600 Delaware Street, Greenville, SC 29605 🛛 💡

## STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC.

## **Product and Company Information**

## 2024 Aircraft Paint, Interior Refurbishment, and Maintenance Services

**Contact Information:** Stevens Aerospace and Defense Systems 600 Delaware Street Greenville, SC 29605

Travis Fleshman, General Manager, GYH Location 864-678-6226 <u>tfleshman@stevensaerospace.com</u>

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Certificate of Insurance (COI) – See Attachment E

## About Stevens Aerospace and Defense Systems:

# For over 70 years, Stevens Aerospace and Defense Systems has been exceeding customer's expectations as the ultimate completion center.

Stevens Aerospace and Defense Systems is pleased to respond to the current NetJets request for proposal. Stevens is a current supplier of aircraft services to NetJets, both in the MRO and AOG sphere. In addition to NetJets, Stevens has served a wide array of customers for over 70 years, offering outstanding technical expertise with a personal touch.

Stevens Aerospace and Defense Systems operates facilities in Greenville SC (GYH), Smyrna TN (MQY), Atlanta GA (FTY) and Englewood CO (APA). In addition, our AOG mobile units serve customers Coast to Coast including Alaska with a one hour dispatch time.

NetJets will take advantage of our key strengths and experience. This includes:

- Extensive NetJets National Mobile AOG coverage; 1 hour dispatch time
- Embraer Authorized Service Center for the Phenom 300
- Premier aviation services provider for Bombardier Challenger, Bombardier Global, Cessna Citation, and Embraer Phenoms.
- 2 shifts, 5 days per week to limit downtime
- A comprehensive completion center under one roof
- Active program management to ensure each event is successful.
- Complete refurbishment capabilities including paint, cabinetry, interior design and fabrication
- Extensive OEM service center and dealership network.
- South Carolina sales tax capped at \$500 per transaction.

Additionally, Stevens Aerospace and Defense Systems is:

- Financially stable with a 74 year legacy and outstanding reputation.
- NetJets growth service provider
- Strategically located on NetJets busiest east coast routes
- Accessible controlled airport-no scheduled commercial traffic
- 20 mins. from Greenville Spartanburg International Airport for commercial flights
- GYH 8,000ft x 150ft grooved runway with FAA control tower.



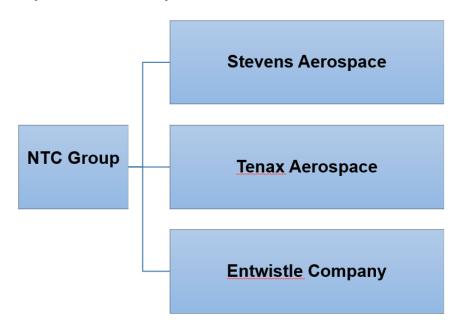
**GYH Greenville, South Carolina Location - Headquarters** 

Below left is Stevens GYH facility showing the two large 40,000 square foot maintenance, avionics, and interior hangars. Also pictured is Stevens' 45,000 square foot paint facility capable of painting up to Challenger size aircraft. Below right is the GYH airport layout with Stevens located center field. Stevens' corporate offices are also located within the GYH facility.

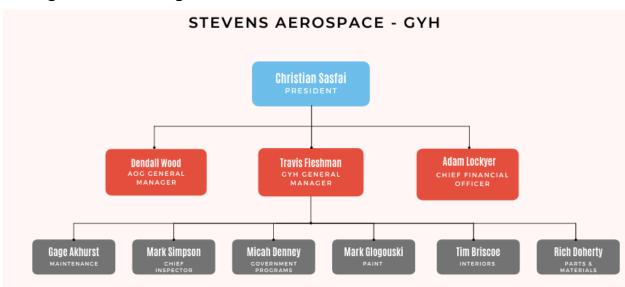




**Corporate Ownership Structure:** 



NTC Group does not own any business which may compete with NetJets or Executive Jet Management.



## Management Level Organizational Chart:

Christian Sasfai	President	csasfai@stevensaerospace.com	864-678-6000
Dendall Wood	AOG GM	dwood@stevensaerospace.com	864-992-8918
Travis Fleshman	GYH GM	tfleshman@stevensaerospace.com	864-678-6226
Adam Lockyer	CFO	Adam.lockyer@stevensaerospace.com	864-678-6228
Gage Akhurst	Maintenance Manager	gakhurst@stevensaerospace.com	864-360-5936
Micah Denney	Government Programs	mdenney@stevensaerospace.com	864-678-6255
Mark Glogouski	Paint Manager	Mark.glogouski@stevensaerospace.com	864-678-6275
Tim Briscoe	Interior Manager	tbriscoe@stevensaerospace.com	864-678-6030
Rich Doherty	Parts Manager	rdoherty@stevensaerospace.com	864-678-6182

## Staffing:

Stevens Aerospace seeks to employ highly qualified technicians, working two shifts to ensure our customers meet their expected deadlines.

## **Capabilities:**

Stevens has been an Embraer Phenom Authorized Service Center since the program's inception in 2006. NetJets regularly uses our AOG teams to support its Phenom fleet. Our maintenance, structures, avionics, paint, and interior departments have the capability to handle the most complex repairs, modifications, and refurbishments.

### **Paint Capability**



Mark Glogouski, our Paint **Manager**, is a highly experienced professional in aircraft completions with over three decades of experience. Mark started his career as Paint Shop Manager with Royal Aircraft Services in Hagerstown, Maryland. He has worked on a wide array of models from twins and turbo props, to Challenger 850's, and everything in between. Mark is extremely familiar with all aspects of a 145 Repair Station and DCMA requirements. Mark's leadership at Stevens is invaluable.

- Stevens EPA approved, 80,000 sq ft computer controlled paint booths utilize state of the art air filtration. Separate strip and paint bays ensure the highest quality finishes that exceed OEM specifications.
- Quick stripping techniques followed by high build primer and painting using high solids paint mean less weight and the smoothest aerodynamic surface possible.
- Foam fire suppression systems protect customer assets.
- NetJets onsite representative would be provided with dedicated office space and support staff to enhance their efficiency while at Stevens.
- Industry leading, full paint shop capable of producing world class exterior paint refurbishment.
- A complete, onsite custom exterior rendering program at the customer's disposal.
- Experienced staff for the simplest to the most extraordinary paint schemes.
- 1<sup>st</sup> and 2<sup>nd</sup> Shifts to minimize downtime.

### **Interior Capability**



**Interior Refurbishment Capability** 

Tim Briscoe, our **Interior Manager**, is a highly experienced professional in aircraft completions with 36 years of experience. Tim began his career in 1998 at Duncan Aviation, quickly working his way up to Interior Manager. He advanced as a result of his calm and direct leadership style that lends itself well to the sometimes hectic refurbishment environment. In 2005, Tim furthered his career as the Interior Manager for Stevens Aerospace and Defense Systems, located at their Greenville, SC Donaldson Center facility.

- Industry leading, full service interior shop capable of producing world class restorations and completions.
- A complete, onsite custom interior design center at the customer's disposal.
- High end designer materials coupled with exotic veneers and metals are installed by highly experienced craftsman.
- Stevens offers DER approved modifications and upgrades as well as STC and field approvals.
- Complete cabin entertainment systems can be configured and installed on site.
- FAA approved burn testing and 16g seat capability are available.
- 1<sup>st</sup> and 2<sup>nd</sup> Shifts to minimize downtime.

## **Documented Quality and Safety Management System:**

Stevens Aerospace and Defense Systems operates a quality management system that meets or exceeds the FAA regulatory standard for Part 145 repair stations. Stevens currently holds AS9110C accreditation for all government contracts and conforms to various US Government requirements including Defense Contract Management Agency (DCMA) and Government Flight Representative (GFR) approved Ground Operations Procedures (GOP), which all include safety components within their respective training elements.

## Paint and Interior Warranty Coverage

Stevens Aerospace and Defense Systems agrees to offer a 1 year/300 hour, whichever comes first, limited warranty on paint and interior work associated with this work scope. The warranty is limited to workmanship only. Normal deterioration of paint due to exposure or care is not warrantied. No composite work will be warrantied. If a paint product fails, there will be a minimal charge to NetJets for labor only. Engine Inlet area, vertical stabilizer, all tip caps (vert/horiz/wing), windshield surround and radome area are limited in coverage. Erosion of any kind in any location is not warranted. Attached is a sample warranty certificate provided with each completion:

## AIRCRAFT PAINT REFURBISHMENT WARRANTY CERTIFICATE

STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC ("STEVENS") WARRANTS THAT PAINT REFURBISHMENT WORK PERFORMED BY STEVENS WILL BE ACCOMPLISHED IN ACCORDANCE WITH ITS PAINT QUALITY STANDARDS AT THE TIME THE WORK IS PERFORMED. STEVENS WARRANTS THE WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP WHICH WOULD APPEAR UNDER CONDITIONS OF NORMAL USE AND SERVICE FOR A PERIOD OF ONE (1) YEARS OR 300 FLIGHT HOURS (WHICHEVER COMES FIRST) FROM DELIVERY OF AIRCRAFT TO THE ORIGINAL CUSTOMER.

THIS WARRANTY IS PROVIDED TO: \_\_\_\_\_

FOR AIRCRAFT:

DATE:

WORK ORDER NUMBER:

#### **EXCLUSIONS**

Stevens paint warranty excludes the following:

- Normal paint erosion (e.g., unprotected leading edges) or normal wear and tear.
- A defect which is the result of misuse, neglect, accident or unauthorized repair, including, but not limited to any alteration, modification or repair by any third party other than Stevens; or damage as a result of severe weather conditions or aircraft operation outside of the paint manufacturer's limitations.
- If the aircraft was stripped and/or prepared by someone other than Stevens.
- Composite or carbon fiber panels.
- Metallic and/or pearl paints.
- 'Sand and paint' work.
- Areas where loose or working rivets cause paint to release.
- Uneven skin laps or skin joins on pressurization seams that cause paint to release.
- Areas where pressurization leaks cause paint to release.
- Corrosion, including without limitation, corrosion which is the result of dissimilar metals or materials, hardened Steel fasteners, or pre-existing corrosion which was either readily ascertainable or reasonably discoverable.
- Defects caused by fluid contamination (e.g., fuel leaks, hydraulic fluid, etc.); and
- Cracking of body filler (e.g., Bondo) particularly surrounding areas of entry door and baggage compartments.

#### **REMEDY FOR BREACH OF WARRANTY**

The responsibility of Stevens and the sole exclusive remedy available to Customer for a warranty claim is limited to the repair, correction or replacement by Stevens, without charge, as determined by Stevens, provided that the aircraft is returned or otherwise disposed of as directed by Stevens, or the following conditions are met:

1. NOTICE; Customer must notify Stevens in writing of a warranty claim as soon as practical after discovery of the defect. The claim notice must include current aircraft times and cycles as well as photos of the affected area (s). Stevens must be granted the opportunity to inspect the aircraft and aircraft documentation as Stevens may reasonably request.

2. DETERMINATION OF REMEDY; Stevens shall have the sole right to determine whether to repair, correct or replace the defective condition and which manner is the most practical and feasible. Stevens will make every reasonable effort to match newly applied paint with the color of the existing material.

3. RETURN FOR REPAIR; The aircraft must be returned to the Stevens facility which originally completed the work at a mutually agreeable time. The cost of returning the aircraft to and from the Stevens facility shall be borne by the customer.

#### **DISCLAIMER OF OTHER WARRANTIES**

THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO LABOR AND PARTS, ACCESSORIES, EQUIPMENT OR MATERIALS INSTALLED ON THE AIRCRAFT. CUSTOMER AGREES THAT THE ONLY WARRANTY, IF ANY, ON PARTS, ACCESSORIES, EQUIPMENT OR MATERIAL IS THAT GIVEN BY THE MANUFACTURER, AND CUSTOMER AGREES THAT STEVENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DEFECTS IN PARTS, ACCESSORIES, EQUIPMENT OR MATERIALS INSTALLED ON THE AIRCRAFT BY STEVENS.

THE PARTIES AGREE THAT THE LIABILITY OF STEVENS ARISING OUT OF ANY WORK PERFORMED ON THE AIRCRAFT SHALL BE LIMITED TO THE COST OF THE WORK PERFORMED BY STEVENS OR TO THE REPAIR AND REPLACEMENT OF ANY NON-CONFORMING GOODS AND PARTS. THE PARTIES AGREE THAT IN NO EVENT SHALL STEVENS BE LIABLE FOR ANY LOSS OF USE, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED ON THEORIES OF CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR USE OF PROPERTY, EVEN IF STEVENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF WORK PERFORMED ON THE AIRCRAFT.

THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS.

NO AGREEMENT OR UNDERSTANDING VARYING OR EXTENDING THE TERMS OF THIS WARRANTY WILL BE BINDING ON STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC UNLESS EXPRESSED IN WRITING AND EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC. THIS WARRANTY DOES NOT APPLY TO ANY REPAIRS OR OTHER WORK DONE BY STEVENS OTHER THAN PAINT REFURBISHMENT.

## AIRCRAFT INTERIOR REFURBISHMENT WARRANTY CERTIFICATE

STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC ("STEVENS") WARRANTS THAT INTERIOR REFURBISHMENT WORK PERFORMED BY STEVENS WILL BE ACCOMPLISHED IN ACCORDANCE WITH ITS INTERIOR QUALITY STANDARDS AT THE TIME THE WORK IS PERFORMED. STEVENS WARRANTS THE WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP WHICH WOULD APPEAR UNDER CONDITIONS OF NORMAL USE AND SERVICE FOR A PERIOD OF ONE (1) YEAR OR 300 FLIGHT HOURS (WHICHEVER COMES FIRST) FROM DELIVERY OF AIRCRAFT TO THE ORIGINAL CUSTOMER.

THIS WARRANTY IS PROVIDED TO:

FOR AIRCRAFT:

DATE:

WORK ORDER NUMBER:

#### **EXCLUSIONS**

Stevens interior warranty excludes the following:

- Normal wear and tear, including but not limited to, fading of materials;
- A defect which is the result of misuse, neglect, accident or unauthorized repair, including, but not limited to any alteration, modification or repair by any third party other than Stevens, or any other factor beyond the control of Stevens;
- The materials used in the refurbishment, which will be limited to the warranty, if any, of the material manufacturer;

#### REMEDY FOR BREACH OF WARRANTY

The responsibility of Stevens and the sole exclusive remedy available to Customer for a warranty claim is limited to the repair, correction or replacement by Stevens, without charge, as determined by Stevens, provided that the aircraft is returned or otherwise disposed of as directed by Stevens, or the following conditions are met:

1. NOTICE; Customer must notify Stevens in writing of a warranty claim as soon as practical after discovery of the defect. The claim notice must include current aircraft times and cycles as well as photos of the affected area (s). Stevens must be granted the opportunity to inspect the aircraft and aircraft documentation as Stevens may reasonably request.

2. DETERMINATION OF REMEDY; Stevens shall have the sole right to determine whether to repair, correct or replace the defective condition and which manner is the most practical and feasible. Stevens will make every reasonable effort to match replaced materials or finishes with that of the existing materials or finishes.

3. RETURN FOR REPAIR; The aircraft must be returned to the Stevens facility which originally completed the work at a mutually agreeable time. The cost of returning the aircraft to and from the Stevens facility shall be borne by the customer.

#### **DISCLAIMER OF OTHER WARRANTIES**

THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO LABOR AND PARTS, ACCESSORIES, EQUIPMENT OR MATERIALS INSTALLED ON THE AIRCRAFT. CUSTOMER AGREES THAT THE ONLY WARRANTY, IF ANY, ON PARTS, ACCESSORIES, EQUIPMENT OR MATERIAL IS THAT GIVEN BY THE MANUFACTURER, AND CUSTOMER AGREES THAT STEVENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DEFECTS IN PARTS, ACCESSORIES, EQUIPMENT OR MATERIALS INSTALLED ON THE AIRCRAFT BY STEVENS.

THE PARTIES AGREE THAT THE LIABILITY OF STEVENS ARISING OUT OF ANY WORK PERFORMED ON THE AIRCRAFT SHALL BE LIMITED TO THE COST OF THE WORK PERFORMED BY STEVENS OR TO THE REPAIR AND REPLACEMENT OF ANY NON-CONFORMING GOODS AND PARTS. THE PARTIES AGREE THAT IN NO EVENT SHALL STEVENS BE LIABLE FOR ANY LOSS OF USE, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED ON THEORIES OF CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR USE OF PROPERTY, EVEN IF STEVENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF WORK PERFORMED ON THE AIRCRAFT.

THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS. NO AGREEMENT OR UNDERSTANDING VARYING OR EXTENDING THE TERMS OF THIS WARRANTY WILL BE BINDING ON STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC UNLESS EXPRESSED IN WRITING AND EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC.

THIS WARRANTY DOES NOT APPLY TO ANY REPAIRS OR OTHER WORK DONE BY STEVENS OTHER THAN INTERIOR REFURBISHMENT.

### Attachment A



600 Delaware Street Greenville SC 29605

CRS VIBR368K

## **Capabilities List**

to

**Operations Specifications** 

Revision Number 48

Douglas M. Approved: \_\_\_\_\_ Digitally signed by Douglas M. Simpson Date: 2024.01.29 12:36:43 -05'00'

Mark Simpson Chief Inspector/ Accountable Manager



Office: AFG-400-CAE-FSDO-13 Date: 01/31/2024 Signature: JAMES R JACKSON III

## Table of Contents

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List of Effective Pages	2
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Limited Rating: Airframe	7-9
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## List of Effective Pages Revision Control

Page	Title	Revision Number	Description of Revisions	Date
1	ТОС	46	Updated	12-16-21
2	List of Effective Pages	47	Updated	6-12-23
3	Revisions	41	Updated	4-16-19
4	Revisions	47	Updated	6-12-23
5	Introduction	41	Updated	4-16-19
6	Control Procedures	46	Added Change bar	12-16-21
7	Limited Ratings Airframe	46	Updated for clarity	12-16-21
8	Limited Ratings Airframe	48	Updated Fairchild Limitations to No Limitations	1-29-24
9	Limited Ratings Accessory	46	Updated for clarity	12-16-21
10	Self Evaluation	41	Added	4-16-19

## Revisions

Revision	Inserted by	Date	Revision	Inserted by	Date
Original		10-10-99			
1	Larry Flener	12-06-99	20	David Sperr	12-16-11
2	Larry Flener	04-01-00	21	David Sperr	03-06-12
3	Larry Flener	06-22-00	22	David Sperr	06-15-12
4	Larry Flener	08-31-00	23	David Sperr	06-27-12
5	Larry Flener	12-04-00	24	David Sperr	07-19-12
6	Larry Flener	06-14-01	25	David Sperr	09-28-12
7	Larry Flener	08-28-01	26	David Sperr	04-02-13
8	Larry Flener	11-05-01	27	David Sperr	09-03-13
9	Larry Flener	04-21-03	28	David Sperr	09-09-13
10	Larry Flener	08-07-03	29	David Sperr	01-13-14
11	Larry Flener	01-29-04	30	David Sperr	02-17-14
12	John Wolfe	11-08-04	31	David Sperr	9-3-2014
13	John Wolfe	01-31-05	32	David Sperr	10-30-14
14	John Wolfe	07-19-06	33	Dendall Wood	01-04-16
15	John Wolfe	08-30-06	34	Dendall Wood	08-02-16
16	David Sperr	01-03-11	35	Dendall Wood	05-02-17
17	David Sperr	01-27-11	36	Dendall Wood	05-22-17
18	David Sperr	05-01-11	37	Dendall Wood	07-10-17
19	David Sperr	07-11-11	38	Dendall Wood	4-20-18

## Revisions

Revision	Inserted by	Date	Revision	Inserted by	Date
39	Dendall Wood	10-18-18			
40	Dendall Wood	11-25-18			
41	Dendall Wood	4-16-19			
42	Dendall Wood	8-28-19			
43	Dendall Wood	9-16-19			
44	Mark Simpson	9-16-20			
45	Mark Simpson	2-15-21			
46	Mark Simpson	12-16-21			
47	Mark Simpson	6-13-23			
48	Mark Simpson	1-29-24			

## Introduction

This Capabilities List Supplement to the Operations Specifications has been accepted by the Federal Aviation Administration Operations Specifications issued to Stevens Aerospace and Defense Systems LLC, CRS VIBR368K.

Stevens Aerospace and Defense Systems LLC, holds a Limited Airframe, Radio, Limited Instrument, Limited Specialized Service, Limited Nondestructive Inspection, Limited Accessory, and Limited Power-plant.

This supplement is issued by and under the authority of the Chief Inspector as accepted by the Federal Aviation Administration.

This supplement along with Stevens Aerospace And Defense Systems LLC, Operations Specifications, provides conformity to the applicable FAR's and in all cases the requirements defined will meet or exceed the provisions of Title 14 CFR, Sections 43 and 145.

Only those capabilities listed in Stevens Aerospace and Defense Systems LLC, CRS VIBR368K Capabilities listing of this supplement will be approved and returned to service.

Aircraft, components, or accessories not listed in Stevens Aerospace and Defense Systems LLC, Capabilities Listing shall not be approved for return to service until a new capabilities list Amendment is approved by Stevens Aviation Inc.

Responsibilities and procedures for controlling, revising and reviewing the Capabilities List Supplement shall be identified in the Repair Station Manual/Quality Control Manual.

Stevens Aerospace and Defense Systems LLC, Capabilities List Supplement to the Operations Specifications is controlled by the Chief Inspector and all Maintenance Management, Supervisory, Quality Assurance Department, AOG Personnel and Technicians have access through Controlled Documents.

The preparation, distribution, review and revisions to the Capabilities List Supplement of the Operations Specifications is the responsibility of the Chief Inspector.

The Chief Inspector will have those revisions produced in final form for coordination with the Repair Station's controlling Flight Standards District Office (FSDO).

Coordination with the FAA shall be by submitting a signed copy of the supplement or revisions (as applicable) to the Federal Aviation Administration. Upon acceptance by the FAA (as indicated by the return of the supplement or revision with an approval stamp on the List of Effective Pages, will indicate FAA acceptance) sufficient copies will be made and distributed to provide revision pages for each supplement holder having a controlled copy of the Capabilities List Supplement.

The Capabilities List Supplement issued shall be maintained current by the Chief Inspector and once the revisions/amendments to the Capability List are approved, the current document will be placed under Controlled Documents in order to allow for all SAADS employees "Read Only" access. The document can be printed but is an uncontrolled when printed.

Stevens Aerospace and Defense Systems LLC, will provide the FAA with a completed copy of the Amendment form located in the back of this supplement to assure or certify that all the requirements of FAR Part 43 and 145 are complied with before submitting additions to the FAA for acceptance as an amendment to the existing repair stations Capabilities List. Previously completed amendment approval forms shall be maintained in the back of the Capabilities List Supplement binder.

The status and adequacy of the Capabilities List Supplement to the Operations Specifications shall be reviewed by the Chief Inspector on a continuous basis during the year and revised accordingly when required. Capability List revisions will be annotated by a change bar.

## Limited Rating: Airframe

Manufacturer	Model Aircraft	Limitations
Augusta	AB 139	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Bell	206, 412	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Bombardier/Canadair	CL-600-1A11 (Challenger 600), CL-600-2A12 (Challenger 601), CL-600-2B16 (Challenger 601- 3A, 3R, 604, 605, 650) BD-100-1A10 (Challenger 300/350)	No Limitations
	BD700-1A11 (Global 5000), BD 700-1A10 (Global Express, Global 6000, XRS Series)	No Limitations
Bombardier/Learjet	20 Series, 30 Series, 40, 45, 70, 75 Series , 55, 55B, 55C, 60 series	No Limitations
Bolkow/Kawasaki	BK-117	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Dassault	Mystere-Falcon 50 (Falcon 50EX), Mystere-Falcon 900 (Falcon 900C), Falcon 900EX (Falcon 900EX EASy, Falcon 900DX, Falcon 900LX), Falcon 2000, 2000EX (2000EX EASy, 2000DX, 2000LX, 2000S)	No Limitations
Embraer	Phenom EMB-505	No Limitations
Eurocopter France	AS 350 Series	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Eurocopter Deutschland	BO-105 Series	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.

Fairchild	SA227-CC, SA227-DC (C-26B)	No Limitations
Gulfstream Aerospace Corp	1125 Westwind Astra (Astra SPX, Gulfstream 100, Gulfstream G150) Galaxy, Gulfstream G200, G-1159A GIII, GIV (G300, G400), GIV-X (G350, G450), G-V, GV-SP (G500 G550)	No Limitations
	G280	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Sikorsky	S-76A S-76B S-76C S-76D	Perform stripping, cleaning, complete repainting, refinish exterior surfaces.
Textron Aviation/Cessna	Model 501, Citation Model 551, Citation II Model 500, Model 525, 525B, 525C, Citation and Citation I Model 550, Citation S/II Model 550, Citation S/II Model 552, Navy T-47A Model 550, Citation V and Citation Ultra Model 550 (Bravo) 560XL Model 560XL (Excel) (XLS) (XLS+) Model 560 (Encore) (Encore+) Model 650, Citation III and Citation VI Model 650, Citation VII	No Limitations

	680, 680A, 700, 750	
Textron Aviation/Cessna	Premier I/IA 390	No Limitations
	DH-125 Series, HS-125 Series, BAE125 Series, Hawker 750,	
	Hawker 800, Hawker 1000, Hawker 800XP, Hawker 850XP, Hawker 900XP	
	Diamond/Beechjet/Hawker 400XP	
Textron Aviation Inc.	MU-300, 400, 400A, 400XP	No Limitations
Textron Aviation DeHavilland/Hawker/Raytheon/Hawker-	King Air 300, B300, 1900, T-44A/C	No Limitations
Beech/ Beechcraft Corp	T-34A/C, and 3000, T-6A, T-6B PT, PF, PG, PI Series	No Limitations

### Limited Rating: Accessory

Manufacturer	Model	Limitations
Aircraft Modular Products (AMP)	Seat, Citation V Series	Perform repairs & refurbishing and/or reupholster of interior seats. Perform sanding, cleaning, complete re-painting, and refinishing of seat frames.
B/E Aerospace	Seat, Gulfstream Series	Perform repairs & refurbishing and/or reupholster of interior seats. Perform sanding, cleaning, complete re-painting, and refinishing of seat frames.

Capabilities List Supplement Revision 41			
4-16-2019	Self-Evaluation	1	
Description:			
Manufacturer/Vendor:			
Model/Part Number:			
Repair Station Capability:	Repair		
	<ul><li>Paint</li><li>Interior</li></ul>		
Adequate Facility:		Yes 🗌	No 🗌
Required Tools/Equipment:		Yes	No 🗌
Approved Test Equipment:		Yes	No 🗌
Approved Technical Data:		Yes	No 🗌
Trained/Qualified personnel:		Yes	No 🗌
Self-Evaluation Performed by:	Title:		
	Signature:		Date
Repair Station Person Approving:	Signature:		Date

Amendment: Revision Number:

Attachment B

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

Number VIBR368K

This certificate is issued to

STEVENS AEROSPACE AND DEFENSE SYSTEMS, LLC.

*whose business address is* 600 DELAWARE STREET GREENVILLE, SOUTH CAROLINA 29605

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

with the following ratings: AIRFRAME LIMITED AIRFRAME RADIO LIMITED INSTRUMENT LIMITED ENGINE LIMITED ACCESSORIES

LIMITED SPECIALIZED SERVICE

LIMITED NONDESTRUCTIVE TESTING

This certificate, unless canceled, suspended, or revoked, shall continue in effect INDEFINITELY  $\mathscr{B}_{i}$ nection o istrator Date issued May 8, 1989 FSDO-13

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

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

Electronic Forms (PDF)

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### **Operations Specifications**

#### Table of Contents

#### Part A

HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
02/11/2016	12/01/2018	10
12/14/2017	12/01/2018	9
04/03/2017	12/01/2018	29
09/23/1998	05/16/2023	11
12/19/2006	10/01/2020	13
04/03/2017	05/16/2023	6
02/15/2018	12/20/2019	4
07/17/2009	12/01/2018	3
	DATE 02/11/2016 12/14/2017 04/03/2017 09/23/1998 12/19/2006 04/03/2017 02/15/2018	DATEDATE02/11/201612/01/201812/14/201712/01/201804/03/201712/01/201809/23/199805/16/202312/19/200610/01/202004/03/201705/16/202302/15/201812/20/2019

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U.S. Department of Transportation Federal Aviation Administration

**Operations Specifications** 

Table of Contents

Part D

	HQ CONTROL	EFFECTIVE	AMENDMENT
	DATE	DATE	NUMBER
Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	1/16/2004	12/01/2018	7

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U.S. Department of Transportation Federal Aviation Administration

**Operations Specifications** 

#### A001 . Issuance and Applicability

#### HQ Control: 05/06/2022 HQ Revision: 05f

a. These operations specifications are issued to Stevens Aerospace and Defense Systems, LLC., a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53(a). 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: 600 Delaware Street Greenville, South Carolina 29605 Mailing Address: 600 Delaware Street Greenville, South Carolina 29605

b. The holder of these operations specifications is the holder of certificate number VIBR368K 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 performs maintenance and/or an alteration of aircraft and/or aeronautical products under a Bilateral Aviation Safety Agreement (BASA).

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

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**Operations Specifications** 

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



Digitally signed by James R. Jackson III, Principal Maintenance Inspector (SO13) [1] EFFECTIVE DATE: 4/2/2024, [2] AMENDMENT #: 11 DATE: 2024.04.02 05:49:27 -05:00

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

4/2/24

Douglas Mark Simpson, Chief Inspector

Date

# A002 . Definitions and Abbreviations

### HQ Control: 12/14/2017 HQ Revision: 05d

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.	
CAAS	Civil Aviation Authority of Singapore	
CFR	Code of Federal Regulations	
Class Rating	As used with respect to the certification, ratings, privileges of airframes, powerplants, propellers, radios, instruments, and accessories 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.	

U.S. Department of Transportation Federal Aviation Administration	Operations Specifications	
Geographic Authorization	Authorization provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S registered aircraft under 14 CFR Part 129) at a location other than the repair station's main 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 activit in support of the EASA Agreement, Annex 2, Maintenance. The ter- Maintenance Agreement Guidance (MAG) defines the processes an activities applicable to a specific country under an MIP, and is not associated with the EASA Agreement.	
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 performed under 14 CFR Part 145, Section 145.53(b).	
MOE	A maintenance organization exposition (MOE) pertains to procedural manuals used by maintenance organizations certificated by a foreign country. The MOE along with the FAA Supplement, sets forth the structure and procedures of the repair station to meet the requirements of 14 CFR Part 145 under a MIP.	

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U.S. Department of Transportation Federal Aviation Administration	Operations Specifications
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 FAA certificated repair station located in the United States.
Repair Station located outside the United States	A FAA 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 Bruce Vestal, Principal Avionics Inspector (SO13) [1] EFFECTIVE DATE: 12/1/2018, [2] AMENDMENT #: 9 DATE: 2018.11.27 15:00:11 -06:00

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

Serald Dandell Wood

12-01-2018

Wood, Gerald Dendall, Chief Inspector

Date

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**Operations Specifications** 

### A003 . Ratings and Limitations

HQ Control: 04/03/2017 HQ Revision: 01a

The certificate holder is authorized the following Ratings and/or Limitations:

### **Class Ratings**

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

Rating Airframe	Manufacturer From the accepted Capability List, as amended.	Make/Model From the accepted Capability List, as amended.	<u>Limitations</u> None
Engines	Pratt & Whitney	PT6A Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, hot section inspections, excluding overhauls or disassembly of turbine engine modules.
	Airesearch/Garrett	TP-331 and TFE-731 Series	Maintenance is limited to inspection, removal/installation of acacessories and components, adjustments, hot section inspections, excluding overhauls or disassembly of turbine engine modules.
	Pratt & Whitney	300 & 500 Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, excluding hot section inspections, overhauls, or disassembly of turbine engine modules.
	Pratt & Whitney	JT15 D Series	Maintenance is limited to inspection, removal/installation of aaccessories and components, adjustments, hot section inspections, excluding overhauls.
	General Electric	CJ-610 Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, excluding hot section inspections, overhauls, or

**Operations Specifications** 

Rating	<u>Manufacturer</u>	Make/Model	Limitations
			disassembly of turbine engine modules.
	Avco/Lycoming	All Opposed Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, excluding overhauls, and disassembly of the crankcases.
	Teledyne Continental	All Opposed Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, excluding overhauls, and disassembly of the crankcases.
	Pratt & Whitney	PT6A Series	Inspect, perform operational test and replace Simplex fuel nozzel assembly tips.
	Willinms International	FJ-44 Series	Maintenance is limited to inspection, removal/installation of accessories and components, adjustments, excluding hot section inspections, overhauls, or disassembly of turbine engine modules.
	Pratt & Whitney	PW617F-E	Maintenance is limited to inspection, removal/installation of accessories, and components, adjustments, excluding hot section inspections, overhauls, or disassembly of turbine engine modules.
ccessories	Beechcraft	Flow Package, 97-380000	None
		Series	
		Flow Package, 101- 380013 Series	None
	Batteries, General	All Models Electric	Maintenance on listed batteries is limited to cell rreplacement and deep cycling.
	Batteries, Saft	All Models	Maintenance on listed batteries is limited to cell replacement and deep cycling
	Batteries, Marathon	All Models	Maintenance on listed batteries is limited to cell replacement and deep cycling.
	Emergency power supply,	,	
	Jet/B.F. Goodrich	PS-835-XX, PS-823-XX, PS-850-XX,PS-855-XX	Inspect, test, and battery replacement. Condition Charge
	Radiant Power	640-13530-00	Inspect, test, and battery replacement. Condition Charge
	British Aerospace	5434-00	Inspect, test, and battery replacement. Condition Charge

Certificate No.: VIBR368K

Federal Avlation Administration	C	8		
Rating	Manufacturer	<u>Make/Model</u>	Limitations	
	Grimes, Emergency light power supply	60-3157-1 (Mitsubishi 45AS88804-1)	None	
	Engine Compressor Bleed Valve, Pratt & Whitney	PT6A, Series	Except-6, -20, & -67.	
	Brake Assembles, B. F. Goodrich	101-8002-3, 101-8001-9, 101-8001-91, 101-380096- 1, & 2-1576	None	
	Castleberry	28-24( )	Perform capacity checks, charging and replacement of batteries.	
Nondestructive Inspection, Festing, and Processing				
	Liquid Penatrant		In accordance with aircraft manufacturer's instruction or othere FAA approved methods, techniques, and practices.	
	Eddy Current		In accordance with aircraft manufacturer's instruction or other FAA approved methods, techniques, and practices.	
	Magnetic Particle		In accordance with aircraft manufacturer's instruction or other FAA approved methods, techniques, and practices.	
nstruments:				
	Bendix	Flight Control Systems, FCS-810 Series, M-4 Series	None	
		Flight Control Systems, AP-103 Series, 104 Series, 105 Series, 106 Series, 107 Series, FCS- 105 Series, FD-105 Series, 106 Series, 108 Series, 109 Series, APS- 80.	None	
		Flight Control System, APS-65	Remove, Replace, and Test	
		Flight Control Systems, I, II, III, IV	None	
	King	Flight Control Systems,	None	

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\_\_\_\_\_ {\_\_\_\_\_ U.S. Department of Transportation Federal Aviation **Operations Specifications** Administration Rating Manufacturer Make/Model **Limitations** KFC-150 Series, 200 Series 300 Series, 400 Series Honeywell / Sperry Flight Control Systems, Remove, Replace, and Test SPZ-200, 200A, 400 King Compass Systems, KCS- None 55 Series, 305 Series Airpath Magnetic Compass Calibration Only Century Compass Systems, NSD- Remove, Replace, and Test 360 Collins Compass Systems, PN-Remove, Replace, and Test 101, DGS-65 Honeywell/Sperry Compass Systems, C-14 Remove, Replace, and Test Altimeter Systems All makes and Models Altimeter System Test and Inspection: Perform static pressure system, altimeter instrument, and automatic pressure altitude reporting equipment and ATC Transponder systems interigations test and inspections IAW FAR 43, Appendix "E". Inspection of altimeter system includes removal and replacement of instruments and equipement associated with the test and inspections

### Limited Ratings - Specialized Services

<b>Rating Specifications</b>	<u>Limitations</u>
Heli-arc MIL-STD-1959A and MIL-STD-	MIG & TIG as contained in the referenced Civil or Military
2219	Specification

IAW FAR 43, Appendix "E".

**Operations Specifications** 

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



Digitally signed by Bruce Vestal, Principal Avionics Inspector (SO13) [1] EFFECTIVE DATE: 12/1/2018, [2] AMENDMENT #: 29 DATE: 2018.11.27 15:01:03 -06:00

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

Gerald Dendall Ward 12-01-2018 Wood, Gerald Dendall, Chief Inspector Date

#### A004 . <u>Summary of Special Authorizations and Limitations</u> 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 acceptable electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
Perform work, including continuous operations, at additional locations other than at its primary fixed location.	A101
Perform safety-sensitive functions requiring a drug and alcohol testing program under 14 CFR part 120	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

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

	Reference Paragraphs
Use Exemptions.	A005
Perform maintenance with ratings for repair stations located outside the United States under a Bilateral Aviation Safety Agreement with Maintenance Provisions.	A060
Perform maintenance in accordance with foreign repair station geographic authorizations.	B050
Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating non-U.Sregistered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station.	D107

**Operations Specifications** 

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



Digitally signed by William G. Roberts, Principal Avionics Inspector (SO13) [1] EFFECTIVE DATE: 5/16/2023, [2] AMENDMENT #: 11 DATE: 2023.05.16 14:04:35 -05:00

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

5/16/23

Douglas Mark Simpson, Chief Inspector

Date

### A007 . Designated Persons

HQ Control: 09/08/2021 HQ Revision: 03a

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	Email Address
FAA Accountable Manager, 145 / Chief Inspector	Simpson, Douglas Mark	A,D	msimpson@stevensaerospace.com

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
Douglas Mark Simpson	msimpson@stevensaerospace.com	864-678-6026	ALL

1. Issued by the Federal Aviation Administration.

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



Digitally signed by James R. Jackson III, Principal Maintenance Inspector (SO13) [1] EFFECTIVE DATE: 4/2/2024, [2] AMENDMENT #: 14 DATE: 2024.04.02 06:04:30 -05:00

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

Douglas Mark Simpson, Chief Inspector

Date

# A025 . Electronic/Digital Recordkeeping System,<br/>Electronic/Digital Signature, and Electronic MediaHQ Control: 04/03/2017<br/>HQ Revision: 00b

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

Corridor (Continuum Applied Technology, Inc.) RSM Section 2B

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

RSM Appendix C

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").

RSM Section 1A

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

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



Digitally signed by William G. Roberts, Principal Avionics Inspector (SO13) [1] SUPPORT INFO: Accountable Manager Letter of request dated 01/20/2023. [2] EFFECTIVE DATE: 5/16/2023, [3] AMENDMENT #: 6 DATE: 2023.05.16 14:02:50 -05:00

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

5/16/23

Douglas Mark Simpson, Chief Inspector

Date

### A101 . Additional Fixed Locations

### HQ Control: 12/11/2020 HQ Revision: 01b

a. The certificate holder is authorized to perform work at the following additional fixed location(s) listed in Table 1 below, provided it has the facilities, materials, equipment, and technical personnel to perform the work authorized.

		Table 1		
	Additi	onal Location Add	ress(es)	····
Address	City	State	Country	Postal Code
350 Delaware Street	Greenville	South Carolina	UNITED STATES	29605
502B North Main Street	Mauldin	South Carolina	UNITED STATES	29662

b. This authorizes the certificate holder to use multiple locations to perform its operations under a single certificate.

c. With the exception of the provisions of subparagraph g below, this authorization does not constitute work performed at additional location(s) outside the domiciled country.

d. The certificate holder may perform continuous operations at the facilities listed in Table 1 above.

e. All the authorizations and exemptions authorized for the certificate holder apply at these locations, as applicable.

f. Repair stations located outside the United States covered by the U.S./European Union (EU) Safety Agreement must be under the surveillance of an aviation authority (AA), hold a European Aviation Safety Agency (EASA) line station approval, and must be located within the EU Member States.

g. Repair stations with their principal place of business located within the United Kingdom of Great Britain and Northern Ireland (UK) operating under the Maintenance Implementation Procedures (MIP) are authorized additional fixed locations outside of the UK. The repair station must hold a UK Civil Aviation Authority (CAA) approval, be under direct surveillance by the UK CAA for that location, and must not be located within the United States.

**Operations Specifications** 

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



Digitally signed by James R. Jackson III, Principal Maintenance Inspector (SO13) [1] EFFECTIVE DATE: 4/2/2024, [2] AMENDMENT #: 5 DATE: 2024.04.02 06:05:41 -05:00

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

4/2

Douglas Mark Simpson, Chief Inspector

Date

2 il

### A449. Drug and Alcohol Testing Program

### HQ Control: 08/30/2021 HQ Revision: 00b

a. The 14 CFR Part 145 repair station certificate holder has implemented a drug and alcohol testing program because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, 121/135, and/or 135 certificate holder, and/or for a 14 CFR Part 910perator conducting operations under § 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 drug and alcohol testing program.

c. Drug and alcohol testing 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:

Location & Teleph	one of Drug and Alcohol Testing Program Records
Telephone Number:	A2 (CONN449C)
Address:	
Address:	
City:	
State:	
Zip code:	

Table 1

### d. Limitations and Provisions.

(1) The FAA's Drug Abatement Division is responsible for oversight and enforcement of the DOT/FAA-mandated drug and alcohol testing program. Questions regarding the program requirements or regulations must be directed to the Drug Abatement Division at 202-267-8442 or drugabatement@faa.gov.

(2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:

(a) Phone number and address where the drug and alcohol testing 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

**Operations Specifications** 

on January 1 of any calendar year must submit an annual report upon request of the Administrator.

e. The certificate holder has 50 or more safety-sensitive employees.

1. Issued by the Federal Aviation Administration.

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



Digitally signed by James R. Jackson III, Principal Maintenance Inspector (SO13) [1] EFFECTIVE DATE: 4/2/2024, [2] AMENDMENT #: 4 DATE: 2024.04.02 06:06:51 -05:00

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

2/24

Douglas Mark Simpson, Chief Inspector

Date

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**Operations Specifications** 

Table of Contents

Part D

	HQ CONTROL	EFFECTIVE	AMENDMENT
	DATE	DATE	NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	12/01/2018	7

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

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

	Table 1	
Work Authorized	Repair Stations Manual References	Quality Control Manual References
Ratings identified in paragraph A003	RSM Section 2E	QCM Section 3

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

1. Issued by the Federal Aviation Administration.

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



Digitally signed by Ronnie D. Jernigan, Principal Maintenance Inspector (SO13) [1] EFFECTIVE DATE: 11/2/2021, [2] AMENDMENT #: 8 DATE: 2021.11.02 13:57:03 -05:00

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

Date

Attachment D



Stevens Aerospace and Defense Systems, LLC.

600 Delaware Street Greenville, SC 29605 Main | 864.678.6000 Fax | 864.751.5821 www.stevensaerospace.com infogyh@stevensaerospace.com

November 2, 2021

To Whom It May Concern:

# WIRE AND ACH INCOMING TRANSACTION INSTRUCTIONS

**Beneficiary Bank**:

Arthur State Bank 1925 Augusta Street Greenville, SC 29605

Routing transit (RTN) WIRES & ACH:

Bank Account Name: Stevens Aerospace and Defense Systems LLC 600 Delaware Street Greenville, SC 29605

**Beneficiary Bank Account #:** 

Mail Check To: Stevens Aerospace and Defense Systems, LLC, 600 Delaware Street, Greenville, SC 29605 Wire / ACH To: Arthur State Bank, Greenville, SC, Routing Account

Thank you for your business.

Sincerely,

Mall Neal McGrail

CFO

### Attachment E

# **CERTIFICATE OF AVIATION LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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			er rights to the certifi			such end	lorsement(s).				
PRODUCER	5	-				CONTAC NAME:	Bernadette	Manglaris			
Assured	Partners	Aer	ospace			PHONE (A/C, No	Ext): 800-342-46	673	FAX (A/C	No): 803-7	71-4140
2901 MI Columbi	llwood Av ia, SC 29	enu 205	le			É-MAIL ADDRES	s: bernadette	.manglaris@a	ssuredpartner	s.com	
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Stevens	Aviation,	Inc	. and			INSURE	кв: Continental Ir	demnity Comp	bany	50	28258
Stevens	Aerospac	e a	nd Defense System dustrial Park,	ns,	LLC	INSURE	RC:				
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To Whom It May Concern				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
						AUTHOR	ZED REPRESENTATIV	E Ben	ndutte	han	Juris
Т						Bernad	dette Manglaris	10			0
								15 ACORD C	ORPORATIO	ON All rig	nts reserved

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79692124 | 2024-2025 Master - TWIMC | Kelli Feathers | 4/25/2024 2:48:41 PM (EDT) | Page 1 of 2 This certificate cancels and supersedes ALL previously issued certificates.

MER ID: \_\_\_\_\_\_ LOC #: \_\_\_\_\_ AGENCY CUSTOMER ID:



ADDITIONAL REMARKS SCHEDULE

AssuredPartners Aerospace		NAMED INSURED Stevens Aviation, Inc. and Stevens Aerospace and Defense Systems, LLC Donaldson Center, Industrial Park, 600 Delaware Street				
		Greenville SC 29605				
		EFFECTIVE DATE:				

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 20 FORM TITLE: Certificate of Aviation Liability (03/16)

### HOLDER: To Whom It May Concern

### ADDRESS:

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holders. This certificate does not amend, extend or alter the coverage afforded by the Policy and is only intended as evidence that the above insurance is in effect at the time of issue.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO	UPON THE CERTIFICATE HO VERAGE AFFORDED BY TH	E POLICIES				
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PRODUCER	CONTACT	7. Bernadette Ma	anglaris					
AssuredPartners Aerospace	PHONE	300-342-4673	FAX	03-771-4140				
2901 Millwood Avenue Columbia, SC 29205	E-MAIL		anglaris@assuredpartners.com	00 111 4140				
	ADDRESS: Dernadette.manglaris@assuredpartners.com INSURER(s) AFFORDING COVERAGE NAIC #							
	INSURER A : Starr Sp			16109				
INSURED	Sector Sector Sector	ecially insula	ance company	10109				
Stevens Aviation, Inc. and	INSURER B :							
Stevens Aerospace and Defense Systems, LLC	INSURER C :							
Donaldson Center, Industrial Park, 600 Delaware Street	INSURER D :							
Greenville SC 29605	INSURER E :							
	INSURER F :							
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	© 19	88-2015 AC	ORD CORPORATION. All rig	hts reserved.				

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO	UPON THE CERTIFICATE HO VERAGE AFFORDED BY TH	E POLICIES
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PRODUCER	CONTACT			
AssuredPartners Aerospace	NAME: PHONE	Bernadette M	FAX	02 771 4140
2901 Millwood Avenue	É-MAIL	800-342-4673		03-771-4140
Columbia, SC 29205	ADDRESS:		anglaris@assuredpartners.com	
				NAIC #
INSURED	And the second sec		Insurance Company - 50%*	10641
Stevens Aviation, Inc. and	INSURER B : Contine			28258
Stevens Aerospace and Defense Systems, LLC	INSURER C : Starr S	peciality insura	ance Company	16109
Donaldson Center, Industrial Park, 600 Delaware Street	INSURER D :			
Greenville SC 29605	INSURER E :			
	INSURER F :			
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AGENCY CUSTOMER ID: \_\_\_\_\_\_ LOC #: \_\_\_\_\_



ACORD <sup>®</sup> ADDITIONA	L REMA	RKS SCHEDULE	Page of
AGENCY		NAMED INSURED	
AssuredPartners Aerospace		Stevens Aviation, Inc. and	
POLICY NUMBER		Donaldson Center, Industrial Park,	
COTTORNO CONTRACTOR CONTRACTOR		Stevens Aviation, Inc. and Stevens Aerospace and Defense Systems, LLC Donaldson Center, Industrial Park, 600 Delaware Street Greenville SC 29605	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	
ADDITIONAL REMARKS	1		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM.		
FORM NUMBER: 25 FORM TITLE: Certificate of Liabi			
HOLDER: TO WHOM IT MAY CONCERN			
ADDRESS:			
NOTE: ALL COVERAGES PROVIDED HEREUND	ER APPLY	TO THE COMMERCIAL GENERAL LIABIL	ITY ONLY
Quota Share 50% Lead: W. Brown/Endurance Assuranc Policy No: NAF6040104 50% Follows: QBE North America Policy No: 123000034	ce Corpor	ration	
**Fire Legal Liability: \$1,000,000 An ** Personal Injury & Advertising Lega Aggregate			rrence/
Independent Contractors Legal Liabil: Bodily Injury and Property Damage	ity: \$50,	000,000 Each Occurrence/Combined	Single Limit
Location of aviation premises owned, Field Airport (GYH), James M Cox Dayt International Airport (BNA), DeKalb-H (DTS), Charlotte/Douglas Internationa (MCN) and One 400 Square Foot Office (CMH) and other premises located at A Airport Property and including other Aviation Operations of the Named Insu Named Insured.	ton Inter Peachtree al Airpor Space at Aviation Airport	mational Airport (DAY), Nashvill Airport (PDK), Destin Executive (CLT), Middle Georgia Regional John Glenn Columbus Internation Trade shows which may or may not locations necessary and incident	e Airport Airport al Airport be on al to the
Including Bodily Injury and Property or on the ways next to, premises you leased, rented or loaned to the Named Endorsement is amended to include bod ownership, maintenance, operation, us operated by or rented or loaned to th person in the course of his employment on the Airport Premises. This coverage collectible insurance available to the	own or r d Insured dily inju se, loadi ne Named nt by the ge shall	ent, provided the Auto is NOT ow d. On-Airport Premises Auto Liabi ary and property damage arising of ang or unloading of any automobil Insured, or any other auto opera a Named Insured, but only while s be excess insurance over any oth	med by or lity but of the e owned or ted by any buch auto is
The Certificate Holder shall be inclu Injury and Property Damage and only f Insured; In addition, notwithstanding Company Waives its Rights of Subrogat affect any of the Insured's own Right agreement shall prejudice the Insurar Additional Insured as manufacturers, rights of recourse would have existed shown above in favor of the Certifica limits provided to the Named Insured. Except Ten (10) Days for Non-Payment	for claim g any pro cion agai cs under nce Compa repairer d had thi ate Holde . Includi	as arising out of the operations ovision in the contract to the co- nst Additional Insured. This wai this contract. However, nothing any's rights of recourse against as, suppliers or servicing agents agreement not been effected. The er are within, and not in addition and a Thirty (30) Day Notice of C	of the Named ontrary, the over shall not in this the where such the limits on to, the

# 9-2024 Avionics , Maintenance and Quality Roster KGYH

Department	Last Name	First Name	Position	Hire Date @ Stevens	Total Years @ Stevens	96 Management Personnel	152 Inspectors	96 DII Inspectors	132 RTS Authorized	0 Tech Stamps Issued (Stamp # if appl)	37 Insp Stamps Issued (Stamp # if appl)	14 DII Stamps Issued (Stamp # if appl)	136 Certification(s) Held	Cert Verified	Cert#	
Copy & Paste Template	Template	Sample		08/30/2024	0.0											
Avionics						$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$					,		
Avionics	Aguilar	John	Technician	09/19/2022	1.9		V		,				Repairman	V	Pending	
Avionics	Dingle	Gurdon	Crew Lead	04/29/2013	11.3	V	√		V				Repairman	V	3734270	
Avionics	Green	Jonathan	Technician	04/20/2020	4.4		V		V				Repairman	V	2622884	
Avionics	Spearman	George	Crew Lead	05/30/2017	7.3	,	V		√		007		Repairman	V	4140249	
Bid Group						$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$							
Maintenance	Akhurst	Gage	Manager	02/15/2022	2.5	V	√	√	√				A & P	V	3241098	
Maintenance	Adams	Mark	TSR	07/07/2003	21.2	L	V		<u> </u>				A & P	V	405089082	
Maintenance	Bennett	Adam	Technician	07/23/2018	6.1		V				052		A & P	$\checkmark$	4336514	
Maintenance	Bradstreet	Aaron	Technician	11/20/2023	0.8	L	V						A & P		4382315	
Maintenance	Broadhead	John	TSR	02/23/2015	9.5		$\checkmark$						A & P, IA	$\checkmark$	3507796	
Maintenance	Coleman	Philip	Technician	01/05/2015	9.7		$\checkmark$		$\checkmark$				A & P, IA	$\checkmark$	2843952	
Maintenance	Fleshman	Travis	General Manager	12/01/2014	9.8	$\checkmark$	$\checkmark$		$\checkmark$				A & P, IA	$\checkmark$	3976935	
Maintenance	Glover	David	Technician	08/23/1989	35.0		$\checkmark$		$\checkmark$		012		A & P	$\checkmark$	3439249	
Maintenance	Goretoy	Oleg	Technician	04/21/2003	21.4		$\checkmark$		$\checkmark$				A & P	$\checkmark$	3439577	
Maintenance	Gray	Casey	Technician	07/09/2018	6.1		$\checkmark$				042		A & P	$\checkmark$	4186217	
Maintenance	Guy	Gregory	Technician	05/11/2015	9.3		$\checkmark$		$\checkmark$		045		A & P	$\checkmark$	2823254	
Maintenance	Hall	John	Project Manager	08/20/2018	6.0	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$				A & P	$\checkmark$	3245035	
Maintenance	Harris	John	TSR	06/20/2005	19.2	$\checkmark$	$\checkmark$		$\checkmark$		022		A & P	$\checkmark$	2770238	
Maintenance	Jacobs	John	Technician	03/21/2016	8.4		$\checkmark$		$\checkmark$		040		A & P, IA	$\checkmark$	3212158	
Maintenance	Keller	Jay	Technician	10/21/2019	4.9		$\checkmark$		$\checkmark$		066		A & P	$\checkmark$	3807413	
Maintenance	Macklin	Kyle	Crew Lead	11/30/2017	6.8		$\checkmark$		$\checkmark$				A & P	$\checkmark$	3866457	
Maintenance	Maes	Peter	Supervisor	02/14/2000	24.6	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$			17	A & P	$\checkmark$	2724192	
Maintenance	Malecha	John	Technician	10/24/2005	18.9		$\checkmark$	$\checkmark$	$\checkmark$			09	A & P	$\checkmark$	3472705	
Maintenance	Ngala	Alex	Technician	01/19/2022	2.6		$\checkmark$		1				A & P	$\checkmark$	4302018	
Maintenance	Pusateri	Cole	Technician	06/12/2017	7.2	İ	$\checkmark$		$\checkmark$		018		A & P	$\checkmark$	4032542	
Maintenance	Selph	David	Crew Lead	12/26/1979	44.7		$\checkmark$	1	$\checkmark$	1	028		A & P	$\checkmark$	2803891	
Maintenance	Smith	James	Crew Lead	09/22/2003	21.0	İ	$\checkmark$	$\checkmark$	$\checkmark$	1	İ	20	A & P	$\checkmark$	3102672	
Maintenance	Ola	Allen	Technician	11/30/2012	11.8								A & P	$\checkmark$	3388566	
Maintenance	Wolke	Ken	Technician	08/22/2005	19.0		$\checkmark$		√				A & P		3364957	
Quality Assurance	Femenella	James	Inspector	07/16/2007	17.1		V	V	V		010		Airframe, Repairman	$\checkmark$	3584689	
Quality Assurance	Kirby	Melvin	Receiving Inspector	06/06/2000	24.2		$\checkmark$	V	$\checkmark$			01	A & P	$\checkmark$	3465846	
Quality Assurance	Merwin	Mike	Inspector	02/01/2001	23.6			$\checkmark$				12	A & P		3326651	
Quality Assurance	Rodgers	Richard	Inspector	08/14/2023	1.0				V				A & P	V	3765288	
Quality Assurance Quality Assurance	Royals Shaw	Michael Mike	Inspector	10/27/2014 03/17/1997	9.8 27.5		√ √	√ √	√ √			11	A & P A & P	√ √	3537137 3097080	
Quality Assurance	Simpson	Mark	Inspector Chief Inspector/Acc Manager	05/17/2004		V	√	1	√			10	A & P	v	3590202	

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AVN2500000002

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

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

# Addendum Numbers Received:

(Check the box next to each addendum received)

[√]	Addendum No. 1	[	]	Addendum No. 6
,	Addendum No. 2	[	]	Addendum No. 7
[√]	Addendum No. 3	[	]	Addendum No. 8
[ ]	Addendum No. 4	[	]	Addendum No. 9
[]	Addendum No. 5	[	]	Addendum No. 10

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

Stevens Aerospace : Defense Systems LLC Company
Company
EP
Authorized Signature
9-3-2024
Date

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



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

### State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder: Doc Description	1487298 I: Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527		<b>Reason for Modification:</b> Addendum No. 1
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-23	2024-09-05 13:30	CRFQ 0215 AVN250000002	2

### **BID RECEIVING LOCATION**

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

#### VENDOR

Vendor Customer Code:

# Vendor Name : Stevens Aerospace And Defense Systems LLC

Address : 600 Delaware Street

City : Greenville

State : South Carolina Zip: 29605

**Country: United States Of America** 

Principal Contact : General Manager Travis Fleshman

Vendor Contact Phone:1-864-678-6226

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

Vendor Signature X Frank S. Soper	FEIN# 82 3002064	<b>DATE</b> 9-4-2024	
All offers subject to all terms and conditions cont	tained in this solicitation		

### **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 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: Wednesday, August 21, 2024 @ 10:00 AM

Submit Questions to: Melissa Pettrey, Senior Buyer 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970 Email: melissa.k.pettrey@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

### **Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: BUYER: Melissa Pettrey, Senior Buyer SOLICITATION NO.: CRFQ AVN2500000002 BID OPENING DATE: Thursday, August 29, 2024 BID OPENING TIME: 1:30 PM FAX NUMBER: 304-558-3970

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 *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Thursday, August 29, 2024 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disgualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <a href="https://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <a href="https://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

# **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

# Term Contract

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

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

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

the contract will continue for \_\_\_\_\_ years;

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

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

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

**Other:** Contract Term specified in

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: <u>1,000,000.00</u> per occurrence.

Automobile Liability Insurance in at least an amount of: \_\_\_\_\_\_ per occurrence.

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

Cyber Liability Insurance in an amount of: \_\_\_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_\_ per occurrence.

Aircraft Liability in an amount of: \_\_\_\_\_\_ per occurrence.

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

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

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

\_\_\_\_\_for\_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) TRAVIS FLEShMAN General MANAGEN
(Address) _ 600 Delawage Street, Greenville S.C. 29605
(Phone Number) / (Fax Number) _ 864-678-6726 864-678-6101
(email address)

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

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

Stevenis Aerospace : Defense Systems LLC
(Company)
(Signature of Authorized Representative)
FICHANK Soper MANAGER, BID GEOUP
(Printed Name and Title of Authorized Representative) (Date)
864-678-6043-864-678-6101
(Phone Number) (Fax Number)
Soper @ Stevens Aurospace + Dolense Systems LLC
(Email Address)

CRFQ: CRFQ AVN250000002

VENDOR: Stevens Aerospace And Defense Systems LLC

Per Trip

\$1934.96

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

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

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

#### Description

Road Miles to vendor facility x 67 cents per mile x 2 (roundtrip) x 4 (total estimated trips) 0

1		Subtotal C:
4		Subtotal Section A:
	\$9771.03	Subtotal Section B:
	\$1934.96	Subtotal Section C:
11	\$100.816	Total Bid:

Notes:

1) The following Phase inspection man hour flat rates, as set forth by Textron/Hawker Beechcraft, will be used to compute the following line items above.

Line 4, Any Single Phase inspection - Based on and not to exceed 68 man hours.

Line 5, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.

Line 6, Combined Phase Inspection (Phase 1-4) - Based on and not to exceed 120 man hours.

2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency and will be determined based

on the unit cost supplied in the vendor's bid.

3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)

4) Vendors must submit unit cost for all line items. Failure to provide unit cost will result in the disqualification of the vendor's bid.

5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 19.

6) Section B and C for evaluation purposes only; the amount of Section B and C will not be included in the Award Total.

#### **CRFQ:** CRFQ AVN250000002

VENDOR: Stevens Aerospace And Defense Systems LLC

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

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

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

### Description

Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x 2 (roundtrip) x 4 (total estimated trips)

\$9771.03

Per Trip

Subtotal B: \$9771.03

**CRFQ:** CRFQ AVN250000002

VENDOR: \_\_\_\_\_\_ Stevens Aerospace And Defense Systems LLC

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

	EQUIPMENT USE FEES:			eriyetayetti.						
Line	Description		Estimated	d List Cost		Estimated Quantity				Extended
ltem	Description	Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	Cost
10	Main Ship Battery Capacity Check Fee (Lead Acid)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1851.00
11	Emergency Lighting and Avionics Battery Capacity Check Fee	1010.00	\$1050.00	\$1106.00	\$1162.00	1	1	1	1	\$4328.00
12	Tire Change (per tire)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1851.00
13	Wheel Inspection (per wheel)	\$429.00	\$450.00	\$474.00	\$498.00	1	1	1	1	\$1851.00
14	Prop Balance ( One Propeller )	\$715.00	\$750.00	\$790.00	\$830.00	1	1	1	1	\$3085.00
15	24 Month <b>Non-RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Vendor</b> Facility)	\$2160.00	\$2268.00	\$2382.00	\$2500.00	1	1	1	1	\$9310.00
	24 Month <b>Non-RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Agency</b> Facility)	\$6300.00	\$6615.00	\$6946.00	\$7293.00	1	1	1	1	\$27154.00
	24 Month <b>RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Vendor</b> Facility)	\$2160.00	\$2268.00	\$2382.00	\$2500.00	1	1	1	1	\$9310.00
	24 Month <b>RVSM</b> , Altimeter & Transponder Recertifications (Vendor performs at <b>Agency</b> Facility)	\$6300.00	\$6615.00	\$6946.00	\$7293.00	1	1	1	1	\$27154.00
	OTHER FEES:									
Line Item	Description	Consumables will be calculated based on a percentage of the total labor of lines 1, 2, 3 and 5. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the exter						% for cost of		Extended Cost
19	Consumables	cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field. 4.00%				00%	\$3216.12.00			
				nan - La anter y de cantor de 1622 e 1623 e 1633 e 1634 e 1635 e 1635 e 1635 e 1635 e 1635 e 1635 e 1635 e 1635	an an an an an an an an an an an an an a		un ann an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna	Suk	ototal A:	\$89,110.12

CRFQ: \_\_\_\_\_CRFQ\_AVN250000002

VENDOR: <u>Stevens Aerospace And Defense Systems LLC</u>

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

# Section A:

	Normal working hours are considered to be MON - FRI:	7:00	am to	3:30	pm.		Â.			
	RATE SCHEDULE:									
Line Item	Description Unit of Measure Items 1-3 = Per Hour Unit of Measure Items 4-7 = Per Inspection	Year 1	Unit *Year 2	Cost *Year 3	*Year 4	-Year 1	Estimated *Year 2	Quantity *Year 3	*Year 4	Extended Cost
1	Straight Hourly Shop Rate	\$143.00	\$150.00	\$158.00	\$166.00	1	1	1	1	\$617.00
2	Shop Rate Hourly for Avionics	\$143.00	\$150.00	\$158.00	\$166.00	1	1	1	1	\$617.00
3	Shop Rate other than Normal Working Hours	\$143.00	\$150.00	\$158.00	\$166.00	1	1	1	1	\$617.00
4	Single Phase Inspection Flat Rate Labor	\$11880.00	124740.00	\$13098.00	\$13753.00	1	1	1	1	\$51205.00
5	Combined Two Phase Inspection Flat Rate Labor	\$18225.00	\$19136.00	\$20093.00	\$21098.00	1	1	1	1	\$78552.00
6	Combined Phase 1-4 Inspection Flat Rate Labor	\$18225.00	\$19136.00	\$20093.00	\$21098.00	1	1	1	1	\$78552.00
7	Engine Hot Section Inspection ( See Addendum A )	\$0.00	\$0.00	\$0.00	\$0.00	1	1	1	1	<b>\$0.00</b>
	PARTS:									
Line						Estimated List Cost			Extended	
		%	Discount f	rom List Co	st		Estimate	a list Cost		Extended
Item	Description	% Year 1	*Year 2	rom List Co *Year 3	st *Year 4	Year 1	*Year 2	*Year 3	*Year 4	Extended Cost
Item 8	•		ngto - angto - an ang ang ang			Year 1			*Year 4	
		Year 1	*Year 2					*Year 3		
	Textron/Hawker Beechcraft Parts	Year 1	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%	\$3,000.00	*Year 2	*Year 3		
	Textron/Hawker Beechcraft Parts Percent Discount:	Year 1 0.00% \$0.00	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3	\$3,000.00	
	Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost):	Year 1 0.00% \$0.00	*Year 2 0.00%	*Year 3 0.00%	*Year 4 0.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3	\$3,000.00	Cost
8	Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost): Discounted Cost (Estimated List Cost- Amount of Discount):	Year 1 0.00% \$0.00	*Year 2 0.00% \$0.00	*Year 3 0.00% \$0.00	*Year 4 0.00% \$0.00	\$3,000.00	*Year 2 \$3,000.00	*Year 3 \$3,000.00 \$3,000.00	\$3,000.00	Cost
8	Textron/Hawker Beechcraft Parts Percent Discount: Amount of Discount (% Discount*Estimated List Cost): Discounted Cost (Estimated List Cost- Amount of Discount): Non-Textron/Hawker Beechcraft Parts	Year 1 0.00% \$0.00	*Year 2 0.00% \$0.00	*Year 3 0.00% \$0.00	*Year 4	\$3,000.00 \$3,000.00 \$2,000.00	*Year 2 \$3,000.00 \$3,000.00	*Year 3 \$3,000.00 \$3,000.00	\$3,000.00	Cost

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#### **SPECIFICATIONS**

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

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

#### 3. GENERAL REQUIREMENTS:

- **3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - **3.1.1 AIRCRAFT MAINTENANCE AND REPAIR:** To provide aircraft scheduled, unscheduled maintenance, and/or emergency repairs for the following aircraft:

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

**3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES**: The vendor shall provide inspections, scheduled and unscheduled maintenance and services as

may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time.

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

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

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

- **3.1.1.3 AIRCRAFT REPAIR STATION:** The vendor shall be an FAA Certificated Aircraft Repair Station that has Airframe, Powerplant, and Avionics authorizations for the specific aircraft and their respective engines, avionics, and other components, listed in this RFQ, and have a minimum of 10 continuous years of operation as a Repair Station. The vendor shall continuously meet the minimum requirements listed on their Repair Station Certificate to maintain their certificate for the duration of the award. The vendor shall provide a copy of their FAA Repair Station Certificate and authorizations with their bid response.
- **3.1.1.4 AUTHORIZED SERVICE CENTER:** The vendor shall be a Hawker Beechcraft Authorized Service Center for the model(s) of aircraft specified in this RFQ. The vendor must have a minimum of 10 continuous years of operation as an Authorized Service Center. The vendor shall maintain the minimum personnel, parts, tools and capabilities as required by the manufacturer's Service Center agreement for the duration of the contract. The vendor shall provide a copy of their Service Center Center Certificate with their bid response.
- **3.1.1.5 CERTIFIED MECHANICS:** vendor shall employ at least five (5) certificated airframe and powerplant mechanics experienced in aircraft maintenance, and two (2) avionics technicians, and at least one (1) person with FAA authorized inspector having at least three (3) years current aircraft experience for the model(s) of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with their FAA Repair Station Certificate and, if applicable, their Service Facility agreement for the duration of this Contract.

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

- 3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM: The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code of Federal Regulations. The vendor shall provide the Agency with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification. It is preferred that this information be provided with the bid response and is required before award of Contract.
- **3.1.1.7 EXPERIENCE IN AIRCRAFT OPERATIONS:** The vendor shall have at least ten (10) years of experience in aircraft operations and maintenance for the model(s) of aircraft specified herein. A corporate resume outlining the corporate history and experience of the vendor shall be provided. It is preferred that this information be provided with the bid response but is required before award of Contract.
- 3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as directed by the Agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives (AD's) and Service Bulletins (MSB/SB's) which apply. Service Information Letters (SIL) will be at the Agency's discretion.

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

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

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

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

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

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

The agency will provide the vendor with credentials to access the agency aircraft fleet in C.A.M.P. and prefers that the vendor make the appropriate entries in C.A.M.P and provide a paper copy of the Maintenance Transaction Report for entry into the

Agency's permanent paper logbooks for each aircraft as appropriate. The vendor will endorse each aircraft as Returned to Service and provide a copy of the C.A.M.P.10 Aircraft Status Report upon release of the aircraft back to the Agency.

#### 3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL

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

- **3.1.1.10 DAMAGE CAUSED BY THE VENDOR:** The vendor agrees to reimburse or cause repair to the Agency for any damage occasioned thereto by the misfeasance or nonfeasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.
- 3.1.1.12 CALLBACK EMAIL BACK SERVICE: Calls or Emails from the Agency to the vendor during regular business hours, as listed on Exhibit A- Pricing Page, will be returned within 24 hours. Calls or Emails from the Agency to the vendor after regular business hours, as listed on Exhibit A- Pricing Page, will be returned by close of business the following regular business day.

#### 4 **CONTRACT AWARD:**

- **4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Pages:** Vendor should complete the Pricing Pages in their entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bids being disqualified.

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

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

#### **5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written or verbal form of communication. The vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If vendor has the ability to accept on-line orders, it should include in

its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

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

#### **6 DELIVERY AND RETURN:**

- 6.1 Delivery Time: Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- **6.2** Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- **6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Warranty of Workmanship and Parts: The Vendor shall provide a 6-month warranty period on all workmanship and labor. All parts shall be subject to the warranty period provided by the part manufacturer or vendor, or a minimum of thirty (30) days after the date the aircraft is Returned to Service. The Agency shall have a minimum of ten (10) days after the Return to Service Date to make any warranty claims.
- 6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- **6.6 Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7 **VENDOR DEFAULT:**

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

- 7.1.5 Failure to correct the same deficiency after three (3) attempts.
- 7.2 The following remedies shall be available to the Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

#### 8 MISCELLANEOUS:

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

Contract Manager:
Telephone Number: <u>864-678-6226</u>
Fax Number: <u>1-864-678-6 10</u> 1
Email Address:

Dear West Virginia Aviation Team,

Thanks you for the opportunity to submit a proposal to perform the maintenance requirements on your King Air B300 , N1WV , FL-527.

We were there when the first King Airs were created, and have loved maintaining them ever since ! We maintain King Airs of all types and descriptions for both civilian, governmental, and military customers from all over the world.

We take our work very seriously, and our experience and knowledge base that has been gained from those years of experience are what makes us different from the rest of the King Air maintenance providers we compete with.

Thanks again for considering us as your maintenance provider. If you have any additional questions, please do not hesitate to contact Travis Fleshman at 1-864-678-6226, or myself, Stan Soper 864-678-6043, and we will be happy to answer any questions or provide anything you might need.

Regards, Stan Soper