

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.

WOASIS	Jump to: FORMS 2 Go Home & Personalize Accessibility App Help About
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Header () 7	
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General Information Contact Default Values Discount Document Information	
Procurement Folder: 305501	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0215
Vendor ID: VS0000012291	SO Doc ID: AVN1700000003
Legal Name: Textron Aviation Inc.	Published Date: 3/1/17
Alias/DBA:	Close Date: 3/21/17
Total Bid: \$0.00	Close Time: 13:30
Response Date: 03/21/2017	Status: Closed
Response Time: 12:54	Solicitation Description: Addendum # 1 - Aircraft Maintenance & Repair
	Total of Header Attachments: 7
	Total of All Attachments: 7



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

State of West Virginia Solicitation Response

Proc Folder : 305501 Solicitation Description : Addendum # 1 - Aircraft Maintenance & Repair Proc Type : Central Master Agreement					
Date issued	Solicitation Closes	Solicitation Response	Version		
	2017-03-21 13:30:00	SR 0215 ESR03211700000004507	1		

VENDOR VS0000012291

Textron Aviation Inc.

 Solicitation Number:
 CRFQ
 0215
 AVN170000003

 Total Bid :
 \$0.00
 Response Date:
 2017-03-21
 Response Time:
 12:54:23

 Comments:
 Textron Aviation assesses a one time 1% late penalty and a 1% monthly late fee on accounts past terms.
 Textron Aviation assesses a one time 1% late penalty and a 1% monthly late fee on accounts past terms.

FOR INFORMATION CONTACT THE BUYER		
Linda B Harper		
(304) 558-0468 linda.b.harper@wv.gov		
Signature on File	FEIN #	DATE
All offers subject to all terms and conditions contained in this s	solicitation	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	EA	\$1.000000	\$0.00
Comm Code	Manufacturer	Specification		Model #	
25202500					
Extended Des	scription : Vendor must fill out the at	tached Exhibit A	Pricing Page	and submit with t	heir bid.

Comments: See attached exhibit A pricing page.

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

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

	Version 1		CRFQ Solicitatio	2012-03-21 Solicitation Closes	Date Issued
×		nce & Repair for The King Air 350, W1WV			a

SN			
CHARLESTON	٨M	25305	
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PURCHASING DIVISION			
NOITAATSINIMDA 70 TNAMTAA930			
פום כרבצא			
BID RECEIVING LOCATION			the second s

Vendor Name, Address and Telephone Number: AENDOB

All offers subject to all terms and conditions contained in this solicitation EHO9960-LA #NI33 11 180 **3TAG** X enutenell vog.vw@racper@wv.gov 8940-822 (405) Linda B Harper FOR INFORMATION CONTACT THE BUYER The West Virginia Purchasing Division for the Agency, The West Virginia Aviation Division is soliciting bids from qualified vendors to establish an "Open-End" contract for Aircraft Maintenance and Repair for the State of West Virginia's King Air 350, N1WV per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO			SHIP TO			
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV25311			DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD			
			CHARLESTON		25311	
US			us			
Line	Comm Ln Desc	Qty				
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	Unit Issue EA	Unit Price	Total Price	
Comm Code	Manufacturer	Sne	cification	Model #		

Extended Description :

Vendor must fill out the attached Exhibit A Pricing Page and submit with their bid.

SCHEDULE OF EVENTS	and the second se
SUREDITE DE EVENTS	

Event Question Deadline 3:00 p.m.

Event Date 2017-03-10

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

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

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

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

Question Submission Deadline: March 10, 2017, 3:00 p.m.

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

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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

SEALED BID: Aircraft Maintenance & Repair for The King Air 350, N1WV BUYER: Linda B. Harper SOLICITATION NO.: CRFQ AVN1700000003 BID OPENING DATE: March 21, 2017 BID OPENING TIME: 1:30 p.m. FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)
Technical
Cost

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

Bid Opening Date and Time: March 21, 2017, 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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 Ter	m: This Contract becomes effective on	
04/16/2017	and extends for a period of one (1)	year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

Fixed Period Contract 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.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of ______. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of:

Professional/Malpractice/Errors and	Omission Insurance in at least an amount of:
[] Tolessional/Malpractice/Errors and	Omission Insurance in at least an amount of

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

Cyber Liability Insurance in an amount of:

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

See Section 3.1.1.11 of the Specifications

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Revised 01/18/2017

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

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

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

for

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

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

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

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

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

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

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

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

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

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change. Revised 01/18/2017

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

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

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

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

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

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

Revised 01/18/2017

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

Andrew Alberti	General Managur
(Name, Title) Andrew Albert:	General Manager
(Printed Name and Title)	a
6911 W. Pierson Dr.	Indianapolis, IN 46241
(Address)	
317-227-3601	
(Phone Number) / (Fax Number) Alberti @ fxtav. com	
(email address)	

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

Textron Aviation (Company)

(Authorized Signature) (Representative Name, Title)

Andrew Alberti General Manager (Printed Name and Title of Authorized Representative)

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317-227-3601 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

Addendum Numbers Received: (Check the box next to each addendum received)

🗹 Addendum No. 1	Addendum No. 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 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.

extron Aviation Company Authorized Signature

 $\frac{0.3/2}{\text{Date}}$

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527
- 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 3.1 below and on the Pricing Pages.
 - 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 "Consumables" means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page.
 - 2.5 "FAA" means Federal Aviation Administration.
 - 2.6 "KTAS" means knots true air speed.

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: 2007 King Air 350, N1WV, SN: FL-527.
 - 3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES: The vendor shall provide inspections,

maintain the minimum parts and tools as required by a Hawker Beechcraft Authorized Service Center. The vendor shall provide a copy of their Hawker Beechcraft Service Center Certificate. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

All inspections, maintenance and services will be entered in the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate. The vendor shall provide the State of West Virginia with an updated roster listing by name and FAA mechanics certificate number licensed airframe & power plant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response but 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 State of West Virginia 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 but 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 required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at agency request.

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

The vendor will obtain estimates from approved facilities for engine accessory overhaul, repair or exchange. The engine accessory will be sent to an overhaul shop chosen by the agency for overhaul, repair and or exchange.

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Hawker Beechcraft. 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 Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

The agency may, at-its discretion, require the vendor to employ alternate freight carriers to expedite delivery of aircraft repair parts. In such instances, the agency will absorb the actual cost of the freight. 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 furnish the agency with a computer generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

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

- 3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall 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 State of West Virginia with an updated roster listing by name(s) the Hawker Beechcraft Factory trained avionics technician(s) employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.
- 3.1.1.10 DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage

occasioned thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

3.1.1.11 INSURANCE: The vendor shall furnish proof of coverage of either Commercial General Liability Insurance or Aircraft Products/Completed Operations and Grounding Liability Insurance prior to the issuance of the contract. The minimum amount of insurance coverage required is \$ 250,000.00.

4. CONTRACT AWARD:

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

As indicated in the Notes section of Exhibit A Pricing Page, vendor should utilize Exhibit B: The King Air Phase Inspection schedule outline to complete the Pricing Pages accordingly.

- 1. Line Items 1 through 6 of Exhibit A: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost.
- 2. Line Items 7 and 8 of Exhibit A: "Parts" Percent Discount from List proposed by vender multiplied by Estimated List Price for contract year 1, plus optional renewal years 2-4 equals Extended Cost.

- 2. Line Item 9 of Exhibit A: Equipment Use Estimated List Price multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost
- 3. Line Item 10 of Exhibit A: 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.
- Nautical Miles to Contractors Facility Airport from Yeager Airport, Charleston, WV. (Divided by) 290 KTAS (multiplied by) \$1,400.00 per hour (multiplied by) 2 Round Trip Calculation. Mileage will be verified using: <u>http://www.infoplease.com/atlas/calculate-distance.html</u>
- Total Bid is the sum of Section "A" (+) "Section (B) (=) Total Pricing Page Bid Amount.

Vendor should electronically enter the information into the excel version of the Exhibit A Pricing Page and submit as an attachment with their bid.

5. ORDERING AND PAYMENT:

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

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 an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

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.
- 7.2 The following remedies shall be available to 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: _	Andrew Alberti
Telephone Number:	317-227-3601
Fax Number:	
Email Address: _AAlbert: @txtav.com	

Sec	tion A:									
	Normal working hours are considered to be MON - FRI:	8:00	am to	17:00	pm.					
Sec. 1	RATE SCHEDULE:									
Line	Description Unit of Measure Items 1-2 = Per Hour		Unit Cost Estimated Quantity					Extended		
Item	Unit of Measure Items 3-6 = Per Inspection	Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	Cost
1	Straight Hourly Shop Rate	\$99.00	\$102.00	\$102.00	\$104.00	1	1	1	1	\$407.0
2	Shop Rate other than Normal Working	\$99.00	\$102.00	\$102.00	\$104.00	1	1	1	1	\$407.0
3	Single Phase Inspection Flat Rate Labor	\$6,732.00	\$6,936.00	\$6,936.00	\$7,072.00	1	1	1	1	\$27,676.0
4	Combined Two Phase Inspection Flat Rate Labor	\$9,108.00	\$9,384.00	\$9,384.00	\$9,568.00	1	1	1	1	\$37,444.0
5	Combined Three Phase Inspection Flat Rate Labor	\$9,603.00	\$9,894.00	\$9,894.00	\$10,088.00	1	1	1	1	\$39,479.0
6	Complete Inspection, Phase 1-4, Flat Rate Labor	\$11,880.00	\$12,240.00	\$12,240.00	\$12,480.00	1	1	1	1	\$48,840.0
	DADTO	State Cartes					Sec. And		A State (Production)	
	IPARIS:	and the second state								
Line	PARTS:	%	Discount fr	om List Pri	ce		Estimated	List Price		Extended
Line Item	Description	% Year 1	Discount fr *Year 2	om List Pri *Year 3	ce *Year 4	Year 1	Estimated *Year 2	List Price *Year 3	*Year 4	Extended Cost
			the second s	Carlo Carlo Carlo Carlo	Contraction of the local	Year 1 \$3,000.00	And the second s	COLUMN PARTICIPATION	*Year 4 \$3,000.00	Cost
Item	Description	Year 1	*Year 2	*Year 3	*Year 4	and a second second	*Year 2	*Year 3	Contract Contract and Contractor Con-	Cost \$960.0
ltem 7	Description Beechcraft Parts:	Year 1 8.00%	*Year 2 8.00%	*Year 3 8.00%	*Year 4 8.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3 \$3,000.00	\$3,000.00	
ltem 7	Description Beechcraft Parts:	Year 1 8.00%	*Year 2 8.00%	*Year 3 8.00%	*Year 4 8.00%	\$3,000.00	*Year 2 \$3,000.00	*Year 3 \$3,000.00	\$3,000.00	Cost \$960.0
ltem 7	Description Beechcraft Parts: Non-Beechcraft Parts EQUIPMENT USE FEES:	Year 1 8.00%	*Year 2 8.00%	*Year 3 8.00% 0.00%	*Year 4 8.00%	\$3,000.00	*Year 2 \$3,000.00 \$2,000.00	*Year 3 \$3,000.00	\$3,000.00	Cost \$960.0
ltem 7 8	Description Beechcraft Parts: Non-Beechcraft Parts	Year 1 8.00%	*Year 2 8.00% 0.00%	*Year 3 8.00% 0.00%	*Year 4 8.00%	\$3,000.00	*Year 2 \$3,000.00 \$2,000.00	*Year 3 \$3,000.00 \$2,000.00	\$3,000.00	Cost \$960.0 \$0.0
Item 7 8 Line	Description Beechcraft Parts: Non-Beechcraft Parts EQUIPMENT USE FEES:	Year 1 8.00% 0.00%	*Year 2 8.00% 0.00% Estimated	*Year 3 8.00% 0.00% List Price	*Year 4 8.00% 0.00%	\$3,000.00 \$2,000.00	*Year 2 \$3,000.00 \$2,000.00 Estimated	*Year 3 \$3,000.00 \$2,000.00 Quantity	\$3,000.00 \$2,000.00	Cost \$960.0 \$0.0 Extended
Item 7 8 Line Item	Description Beechcraft Parts: Non-Beechcraft Parts EQUIPMENT USE FEES: Description	Year 1 8.00% 0.00% Year 1	*Year 2 8.00% 0.00% Estimated *Year 2	*Year 3 8.00% 0.00% List Price *Year 3	*Year 4 8.00% 0.00% *Year 4	\$3,000.00 \$2,000.00 Year 1	*Year 2 \$3,000.00 \$2,000.00 Estimated *Year 2	*Year 3 \$3,000.00 \$2,000.00 Quantity *Year 3	\$3,000.00 \$2,000.00 *Year 4	Cost \$960.0 \$0.0 Extended Cost
Item 7 8 Line Item	Description Beechcraft Parts: Non-Beechcraft Parts EQUIPMENT USE FEES: Description Battery Service Fee (Lead Acid) - PER USE OTHER FEES: Description	Year 1 8.00% 0.00% Year 1	*Year 2 8.00% 0.00% Estimated *Year 2 \$204.00 will be calcula 6. Vendors m	*Year 3 8.00% 0.00% List Price *Year 3 \$204.00 atted based on ust enter a period	*Year 4 8.00% 0.00% *Year 4 \$208.00	\$3,000.00 \$2,000.00 Year 1 1 of the total la	*Year 2 \$3,000.00 \$2,000.00 Estimated *Year 2 1 abor cost of be multiplied	*Year 3 \$3,000.00 \$2,000.00 I Quantity *Year 3 1	\$3,000.00 \$2,000.00 *Year 4 1 cost of	Cost \$960.0 \$0.0 Extended Cost

	Exhibit A - Pricing Page (King Air)
\$157,26	Subtotal A:
	Section B:
	Flight time calculation to fly Round Trip from Charleston, WV.
s divided by	Round Trip Cost Calculation will be based on the straight line distance of the contractor's facility from Yeager Airport in Charleston, WV in nautical r aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.
Trip	Description
\$2,594	269 Nautical Miles to contractor's facility divided by 290 (KTAS) x \$1400.00 (billing rate per hour) x 2 (roundtrip)
\$2,59	Subtotal B:
5.722.0005	
\$157,268	Subtotal Section A:
\$2,594	Subtotal Section B:
\$159,862	Total Bid:
	Notes:
	1) The following Phase inspection man hour flat rates, as set forth by Hawker/Beechcraft, will be used to compute the following line items above
	See attached Exhibit B: Phase Inspection Schedule Outline. Line 3, Any Single Phase inspection - Based on and not to exceed 68 man hours.
	Line 4, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.
	Line 5, Combined Three Phase Inspection (Phase 2, 3, and 4) - Based on and not to exceed 97 man hours.
	Line 6, Complete Phase Inspection (Phase 1, 2, 3, and 4) - Based on and not to exceed 120 man hours.
will be	2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency a
	determined based on the unit price supplied in the vendor's bid.
(Typewritte	3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible for
	form preferred.) 1) Vondors must submit unit prices for all line items. Failure to manife with a line with a line with a line items for all line items.
	The consumable ree is included in Straight houry shop rate enter of in the Extended Cost Line 10.
	n preferred.) Tendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid. Toonsumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 10.

Exhibit A - Pricing Page (King Air)

Notes:

1) The following Phase inspection man hour flat rates, as set forth by Hawker/Beechcraft, will be used to compute the following line items above. See attached Exhibit B: Phase Inspection Schedule Outline.

Line 3, Any Single Phase inspection - Based on and not to exceed 68 man hours.

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

Line 5, Combined Three Phase Inspection (Phase 2, 3, and 4) - Based on and not to exceed 97 man hours.

Line 6, Complete Phase Inspection (Phase 1, 2, 3, and 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 price 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 prices for all line items. Failure to provide unit prices 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 10.

Exhibit B:

King Air Phase Inspections

A/C TIME	INSPECTION SCHEDUL				
(HOURS)	1	2	3	4	TYPE OF INSPECTION
200	x				Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Re Fuselage and Empennage, Wings, Main Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.
100		x			Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
00			x		Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
0				x	Nose Section, Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.



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

F	Proc Folder: 305501		
ſ	Doc Description: Adden	dum # 1 - Aircraft Maintenance & Repair	
F	Proc Type: Central Maste		
Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-01	2017-03-21 13:30:00	CRFQ 0215 AVN1700000003	2
	13:30:00		

BID RECEIVING LOCATION			
BID CLERK			
DEPARTMENT OF ADMINISTR	ATION		
PURCHASING DIVISION			
2019 WASHINGTON ST E			10
CHARLESTON	wv	25305	
US			

VENDOR	
Vendor Name, Address and Telephone Number:	
Textron Aviation	
6911 W. Pierson Dr.	
Indianapolis, IN 46241	
317-227-3600	

OR INFORMATION CONTACT THE BUYER		
Linda B Harper		
(304) 558-0468		
inda.b.harper@wv.gov		
/ / / /		
1 Atta		
Ignature X	FEIN# 47-0966043	DATE 03/21/17
Il offers subject to all terms and conditions contained in	this solicitation	DATE 03/21/17
		• /

ADDITIONAL INFORMAITON:

Addendum # 1 issued for the following reasons:

- 1. To publish a copy of the Purchasing Affidavit and Vendor Preference Certificate.
- 2. To publish the electronic version of the excel Exhibit A Pricing Page.

No other changes

INVOICE TO	1	SHIP TO		
DEPARTMENT OF ADMINIS	STRATION	DEPARTMENT OF ADMI AVIATION DIVISION	INISTRATION	
502 EAGLE MOUNTAIN RD		502 EAGLE MOUNTAIN	RD	
CHARLESTON	WV25311	CHARLESTON	WV 2531	1
US		US		
Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price

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

Comm Code	Manufacturer	Specification	Model #	
25202500				

Extended Description :

SCHEDULE OF EVENTS

Vendor must fill out the attached Exhibit A Pricing Page and submit with their bid.

 Line
 Event

 1
 Question Deadline 3:00 p.m.

Event Date 2017-03-10

SOLICITATION NUMBER: CRFQ AVN1700000003 Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum # 1 issued for the following reasons:

- 1. To publish a copy of the Purchasing Affidavit and Vendor Preference Certificate.
- 2. To publish the electronic version of the excel Exhibit A Pricing Page.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Revised 6/8/2012

34

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Textron Aviation	
Authorized Signature:	Date: 03/21/17
State of Indiana	
County of MOZGan_, to-wit:	
Taken, subscribed, and sworn to before me this $\underline{2}$ da	y of March, 2017.
My Commission expires May 17	, 20,20.
AFFIX SEAL NERE NOTA	NOTARY PUBLIC Dana & Nouand
My Comm. Expires May 17, 2020 ST THE County	Purchasing Attidavit (Revised 08/01/2015)
TAX OF INDIANAMIN	

WV-10 Approved / Revised 08/01/15 State of West Virginia VENDOR PREFERENCE CERTIFICATE

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



Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the preceding the date of this certification; or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,



з.

Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4.

Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6.

7.

Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, womenand minority-owned business.

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

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

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

Bidder: Textron Aviation	Signed:
Date: 03/21/17	Title: General Manager

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AVN1700000003

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)

[4	1	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 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.

Aviation Company Authorized Signature

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

EMPLOYEE	SCHOOL OR TRAINING	DATE		Vendor
Back, John	A&P Mechanic Certificate	04/28/2008(reissue)		FAA
Aircraft Maintenance	Beechjet/Hawker 400XP Initial Maintenance	, ,	64 hrs	Global Jet Services
	,	3/3/2006		
Start 4/2009	Line Cutter Replacement Training	4/17/2006	2 hrs	Cirrus University
	Avidyne Entegra Line Maintenance & Support	8/6/2007	0.1	Avidyne Corp.
	Painter Cert. 40 CFR Pt 63 Sub HHHHHH	10/27/2009	2 hrs	HBC
	King Air 300 Series Maintenance Initial	11/5/2010	71 hrs	FlightSafety
	King Air 300 Series Engine Run and Taxi	10/30/2010	7 hrs	FlightSafety
	PT6A - Large Series Line & Base Maint.	6/24/2011	30 hrs	FlightSafety
	Hawker 7/8/9 Maintenance Initial	5/4/2012	71 hrs	FlightSafety
	Hawker 7/8/9 Engine Run and Taxi	4/29/2012	7 hrs	FlightSafety
	TFE731-20/-40/-50/-60 Line Maintenance	4/5/2013	32.5	Honeywell
	RVSM Training	12/17/2014	4 hrs	Global Jet Services
	Proline 21 KA/ Premier Level 1 MX Training	3/27/2015	32.5 hrs	Rockwell Collins
	King Air G1000 Line Maintenance	10/28/2015	16 hrs	Garmin
	King Air Pro Line Fusion LVL I Operator Training	11/10/2016	20 hrs	Rockwell Collins
D`Angelo, Paul	A&P Mechanic Certificate	3/15/2005		FAA
Avionics	Pro Line 21 Hawker 7/8/9 Level 1 Flight Line MX	11/7/2014	32.5 hrs	Rockwell Collins
Start 3/4/2009	RVSM Training	12/29/14	4 hrs	Global Jet Services
	Michelin Tire Training	6/17/2015	3 hrs	Michelin Tire
	EJM RVSM Approved Maintenance Program	8/24/2015	1 hr	Exectutive Jet Mangemen
	Cessna 680 Avionics Initial		29 hrs	FlightSafety
		8/14/2015	291115	FightSalety
Hutto, Brian	A&P Mechanic Certificate	2/15/2012		FAA
Avionics				
Start 2/3/2016				
Jean, Jason Avionics	A&P Mechanic Certificate	8/16/2012		FAA
Start 5/17/2016				
Milewski, Christopher	General Radiotelephone Operator	7/7/2006		FCC
Avionics	Intructions for Continued Airworthiness	11/2006		AEA
Start 2/2/2009	2006 Avionics News Technical Training Exam	1/2007	2 hrs	AEA
	Flight Manual Supplements	10/2007		AEA
	Communicating Human Factors	11/2007		AEA
	Aircraft Wiring Inspections	11/2007		AEA
	Repair Station Training Program Development	1/0/1900		AEA
	Architecture of an Alternator	11/2007		AEA
	Compass Swing Self-Study	11/8/2007		Rockwell Collins
	Garmin G1000, G600, GPS WAAS Operations	4/23/2008	8 hrs	AEA
	Garmin G1000 Flightline Maintenance Training	5/20/2008		Garmin
	Avidyne Entegra WX Series MLB700	1/6/2009		Avidyne
	EJM RVSM Approved Maintenance Program	8/27/2009	1 hr	Exectutive Jet Mangemen
	Pro Line 21 Hawker 7/8/9 Level 1	5/20/2011	32.5 hrs	Rockwell Collins
	Rockwell Collins Venue	4/21/2011	8	Rockwell-Collins
	Pro Line 21 Hawker 7/8/9 Level 1	5/20/2011	32.5	Rockwell-Collins
	Aircell Product Dealer Training	5/1/2011	8	Aircell University
	CATIA Part Design & Sketcher	2/27/2014	32 hrs	Beechcraft Corp.
	CATIA Assembly Design	3/5/2014	24 hrs	Beechcraft Corp.
	CATIA Assembly Design			
	•	3/7/2014	16 hrs	Beechcraft Corp.
	RVSM	5/13/2014	4 hrs	Global Jet Services
	Textron Leadership Essentials	5/15/2015		Textron University
	Financial Statements for Non-fi Professionals	5/7/2015	-	Skillsoft
	King Air Proline Fusion Level 1 Flight Line MX	7/17/2015	32.5	Rockwell Collins
	EJM RVSM Approved Maintenance Program	8/24/2015	1 hr	Exectutive Jet Mangemen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the						
PRODUCER	CONTACT						
Marsh USA, Inc.	NAME: PHONE FAX (A/C, No, Ext): (A/C, No):						
99 High Street Boston, MA 02110	E-MAIL						
Attn: Nicole McCormarck nicole.mccormack@marsh.com	ADDRESS:						
	INSURER(S) AFFORDING COVERAGE NAIC #						
006542-ALL-AHW-16-17 INSURER A : See Attached Schedule of Insurers INSURED INSURED							
Textron Inc. and	INSURER B :						
Beechcraft Defense Company, LLC Hawker Beechcraft Global Customer Support, LLC	INSURER C :						
10511 E. Central Avenue	INSURER D :						
Wichita, KS 67206	INSURER E :						
	INSURER F :						
COVERAGES CERTIFICATE NUMBER:	NYC-007858705-04 REVISION NUMBER:1 VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,						
INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS						
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$						
CLAIMS-MADE OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$						
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$						
POLICY PRO- JECT LOC	PRODUCTS - COMP/OP AGG \$						
OTHER:	\$						
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$						
ANY AUTO	BODILY INJURY (Per person) \$						
ALL OWNED SCHEDULED	BODILY INJURY (Per accident) \$						
AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS	PROPERTY DAMAGE (Per accident) \$						
AUTOS	(Per accident) \$						
UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$						
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$						
DED RETENTION \$	S						
WORKERS COMPENSATION	PER OTH- STATUTE ER						
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$						
OFFICER/MEMBER EXCLUDED?	E.L. DISEASE - EA EMPLOYEE \$						
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$						
A Aviation Insurance Including See Attached	04/01/2016 04/01/2017 See Below for Limits of						
the Below Coverage	Insurance						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) AIRCRAFT - ANY AIRCRAFT OWNED/OPERATED BY THE INSURED. AIRCRAFT LIABILITY INSURANCE COVERAGE - THE INSURED'S LEGAL LIABILITY INSURANCE FOR THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE - \$50,000,000 EACH OCCURRENCE INCLUDING PASSENGERS							
Aviation Premises Liability Insurance Coverage - \$50,000,000 each occurrence Hangarkeepers Legal Liability Insurance Coverage - \$50,000,000 each aircraft / each occurrence							
CERTIFICATE HOLDER	CANCELLATION						
Textron Inc. and Beechcraft Corporation 10511 E. Central Wichita, KS 67206-2557	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.						
	Yevgeniya Muyamina Yevgeniya Muuyamina						
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/28/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Aon Risk Services Northeast, Inc. PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 Boston MA Office One Federal Street Boston MA 02110 USA E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURED Westminster Ins Co. 0094AL INSURER A: Textron Inc. and Zurich American Ins Co 16535 INSURER B Beech Holdings LLC 40142 American Zurich Ins Co INSURER C 10511 East Central Avenue Wichita KS 67206-2557 USA INSURER D: INSURER E: INSURER F: **CERTIFICATE NUMBER: 570061533185** COVERAGES **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested
 POLICY EFF
 POLICY EXP

 (MM/DD/YYYY)
 (MM/DD/YYYY)

 01/01/2016
 01/01/2017
 ADDU SUBF TYPE OF INSURANCE POLICY NUMBER LIMITS 344161.05015 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$5,000,000 Х GENERAL LIABILITY DAMAGE TO RENTED CLAIMS-MADE X \$5,000,000 OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY LOC Х PRODUCTS - COMP/OP AGG JECT \$5,000,000 OTHER Products / Comp Ops BAP 4020209-02 04/01/2016 04/01/2017 COMBINED SINGLE LIMIT в AUTOMOBILE LIABILITY \$3,000,000 (Ea accident) BODILY INJURY (Per person) х ANY AUTO OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS ONLY AUTOS PROPERTY DAMAGE HIRED AUTOS NON-OWNED (Per accident) AUTOS ONLY ONI Y UMBRELLA LIAB EACH OCCURRENCE OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE DED RETENTION 04/01/2016 04/01/2017 С WORKERS COMPENSATION AND wc402021002 X PER STATUTE OTH FR EMPLOYERS' LIABILITY 04/01/2016 04/01/2017 в wc402021102 ' / N ANY PROPRIETOR / PARTNER / EXECUTIVE E L EACH ACCIDENT \$1,000,000 Ν N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000 \$1,000,000 EWS402021202 04/01/2016 04/01/2017 Excess WC EL Each Accident в \$1,000,000 SIR applies per policy terms & conditions EL Disease -Policy WAN PARANAN INA SIYA NA WARANAN MARANAN EL Disease -\$1,000,000 Ea Emp

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

As respects General Liability policy number 3441GLUS015, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is Independently Procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Beechcraft Corporation 10511 East Central Avenue Wichita KS 67206-2557 USA AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier

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UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number ML2R009L

This certificate is issued to

TEXTRON AVIATION, INC. D/B/A TEXTRON AVIATION SERVICE whose business address is

> 6911 WEST PIERSON DRIVE INDIANAPOLIS, INDIANA 46241

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

with the following ratings:

AIRFRAME (02/11/71) POWERPLANT (03/30/72) LIMITED POWERPLANT (03/30/72) LIMITED AIRFRAME (11/08/84) RADIO (05/08/92) LIMITED MECHANICAL ACCESSORY (06/08/92) LIMITED RADIO (05/12/98) LIMITED ELECTRICAL ACCESSORY (06/08/98)

This certificate, unless canceled, suspended, or revoked,

shall continue in effect INDEFINITELY

By direction of the Administrator

Bruce A Montigner

BRUCE A. MONTIGNEY MANAGER, GL11 IND FSDO

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

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

FAA Form 8000-4 (1-67)

SUPERSEDES FAA FORM 390.

Date issued:

FEBRUARY 11, 1971

ORIGINAL ISSUE

Electronic Forms (PDF)

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A001 . Issuance and Applicability

HQ Control: 02/11/2016 HQ Revision: 05e

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

The certificate holder's address:

Fixed Location: 6911 West Pierson Drive Indianapolis, Indiana 46241 Mailing Address: P.O. Box 51830 Indianapolis, Indiana 46251-0830

b. The holder of these operations specifications is the holder of certificate number ML2R009L and shall hereafter be referred to as the "certificate holder".

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

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

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

Textron Aviation Service Delegated authorities: None U.S. Department of Transportation Federal Aviation Administration

Operations Specifications

- 1. The Certificate Holder applies for the Operations in this paragraph.
- 2. These Operations Specifications are approved by direction of the Administrator.
- Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 14 DATE: 2017.02.08 15:42:46 -06:00

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

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Hubbard, Eric L., Quality Assurance Manager

Date

A002 . Definitions and Abbreviations

HQ Control: 02/11/2016 HQ Revision: 05c

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

Geographic	An approval provided to a repair station located outside the United
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.
FOCA	Federal Office of Civil Aviation
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.
EU	European Union
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.
EASA	European Aviation Safety Agency
Class rating	As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.
CFR	Code of Federal Regulations
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.
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.

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

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U.S. Department
of Transportation
Federal Aviation
AdministrationOperations SpecificationsRepair Station located
outside the United
StatesA certificated repair station located outside of the United States.RSMRepair Station Manual

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 Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 10 DATE: 2017.02.08 15:42:52 -06:00

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

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Hubbard, Eric L., Quality Assurance Manager

Date

A003 . Ratings and Limitations

HQ Control: 01/30/2004 HQ Revision: 010

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

Class Ratings

Airframe Class 3: All-Metal Construction of Small Aircraft Power Plant Class 1: Reciprocating Engines of 400 HP or Less Radio Class 1: Communications Equipment Radio Class 2: Navigational Equipment

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Hawker Beechcraft 4000	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Hawker Beechcraft 2000	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Hawker Beechcraft 390	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Hawker Beechcraft 300, B300, 1900 Series.	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Mitsubishi MU-300	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron Aviation, Inc.	Hawker Beechcraft MU-300-10, 400, 400A (400XP), 400T.	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Hawker Beechcraft Corporation/Textron A viation, Inc.	DH/HS 125-1 A/B, DH/HS 125-3 A/B, BH/DH/HS 125-400 A/B, BH/HS 125- 600 A/B, HS 125-700 A/B, Hawker	

U.S. Department of Transportation Federal Aviation

Administration

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
		750, 800 A/B, 800XP, 850 XP, 900 XP, BAe/Hawker 1000 A/B.	accepted/approved data as appropriate.
Airframe	Bombardier	CL-600 Series	Limited to surface preparation, treatment of corrosion and paintingof aircraft, including flight control surfaces. All work to be performed in accordance with accepted/approved data as appropriate.
Airframe	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	Limited to maintenance(excluding overhaul) and alterations of airframe components in accordance with accepted/approved data as appropriate.
Airframe	Cessna Aircraft Company/Textron Aviation, Inc.	CE-500 Series	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Cessna Aircraft Company/Textron Aviation, Inc.	CE-650 Series	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Cessna Aircraft Company/Textron Aviation, Inc.	CE-680 Series	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Cessna Aircraft Company/Textron Aviation, Inc.	CE-750 Series	Limited to maintenance, preventive maintenance and alterations in accordance with accepted/approved data as appropriate.
Airframe	Learjet Inc	25, 31, 45, and 60 Series	Limited to surface preparation, treatment of corrosion and painting of aircraft, including flight control surfaces. All work to be performed in accordance with accepted/approved data as appropriate.
PowerPlant	Bristol Siddeley (Rolls Royce - Bristol Engine Division)	Viper 521, 522 & 601 Series	Limited to periodic inspections, accessories replacement and adjustments in accordance with accepted/approved data as appropriate.
PowerPlant	Garrett AiResearch (Allied Signal Engines)	TFE-731 Turbofan Engine Series	Limited to periodic inspections, accessories replacement and adjustments in accordance with accepted/approved data as appropriate.

U.S. Department of Transportation Federal Aviation **Operations Specifications** Administration **Limitations** Make/Model Rating **Manufacturer** Limited to periodic inspections. PowerPlant Williams Engines FJ 44 Series accessories replacement and adjustments in accordance with accepted/approved data as appropriate. Limited to Cylinder and PowerPlant All Manufacturers All Make and Models Accessories replacement, and **Reciprocating Engines** adjustments, of Reciprocating Engines 400 Horse Power and above, in accordance with accepted/approved data as appropriate. Limited to maintenance(excluding PT6A-6, PT6A-20, PT6A-21, PT6A-PowerPlant Pratt & Whitney Canada 27, PT6A-28, PT6A-41, PT6A-42, overhaul) and alterations in PT6A-60A, PT6A-65, PT6A-67 accordance with accepted/approved data as Series, PT6A-135 Series appropriate. Limited to maintenance(excluding JT15D-1, JT15D-1A, JT15D-4 Series, PowerPlant Pratt & Whitney JT15D5-5 Series, PW-305 Series, PW- overhaul) and alterations in Canada accordance with 308 Series. accepted/approved data as appropriate. PowerPlant Pratt & Whitney PW306 Series Limited to maintenance(excluding overhaul) and alterations in accordance with accepted/approved data as appropriate. Limited to maintenance(excluding Powerplant Pratt & Whitney **PW545** Series overhaul) and alterations in accordance with accepted/approved data as appropriate. PW615F Limited to periodic inspections, Powerplant Pratt & Whitney accessories replacement and adjustments in accordance with accepted/approved data as appropriate. Limited to periodic inspections, AE3007C Powerplant Rolls Royce accessories replacement and adjustments in accordance with accepted/approved data as appropriate. All Make and Models ATC Transponder Test and Radio All Inspections in Accordance with FAR Part 43 Appendix F. Installation, flightline All Makes and Models - ATCRBS, Radio-Pulse King/ Allied Signal/ troubleshooting, removal and Mode A/C/S Transponders and Honeywell replacement. Bench repairs DME's authorized. Radio-Pulse Rockwell/Collins All Makes and Models - ATCRBS, Installation, flightline troubleshooting, removal and Mode A/C/S Transponders and replacement. Bench repairs DME's

U.S. Departr of Transporta Federal Avia Administratio	ation tion	Operations Specifications	
<u>Rating</u>	Manufacturer	Make/Model	Limitations authorized.
Radio- Pulse	Wilcox	All Makes and Models - ATCRBS, Mode A/C/S Transponders and DME's	Installation, flightline troubleshooting, removal and replacement. Bench repairs authorized.
Radio- Pulse	Meggit/S-TEC	All Makes and Models - ATCRBS, Mode A/C/S Transponders and DME's	Installation, flightline troubleshooting, removal and replacement. Bench repairs authorized.
Radio- Pulse	ARC	All Makes and Models - ATCRBS, Mode A/C Transponders and DME's	Installation, flightline troubleshooting, removal and replacement, Bench repairs authorized
Radio- Pulse	King/Allied Signal/Honeywell, RCA, Sperry, Collins	All Makes and Models - Radar	Installation, flightline troubleshooting, removal and replacement, Bench repairs not authorized.
Instrument	Honeywell	All Makes and Models - Flight Data Recorder	Installation, flightline troubleshooting, removal and replacement. Bench repairs not authorized.
Instruments - Electrical	All	All Makes and Models - Blind Encoders	Installation, flightline troubleshooting, removal and replacement. External adjustments only. Bench repairs not authorized.
Instruments	All	All Makes and Models - Airspeed indicators, Vertical Speed Indicators, Outside Air Temperature Gauges, Analog and Digital Clocks, Directional Gyros, Artificial Horizons, Turn and Slip Indicators, Hobbs Meters, cabin entertainment systems, cabin display systems	Installation, flightline troubleshooting, removal and replacement. Bench repairs not authorized.
Instruments	All	All Makes and Models	Altimeter System Test and Inspections in accordance with FAR Part 43 Appendix E or other FAA Approved Data.
	King/Allied Signal/ Honeywell/Sperry	All Makes and Models - Autopilot	Installation, flightline troubleshooting, removal and replacement. Bench repairs not authorized.
nstruments Autopilot	Rockwell/Collins	All Makes and Models - Autopilot	Installation, flightline troubleshooting, removal and replacement. Bench repairs not authorized.
nstruments Autopilot	Century/ Edo Aire	All Makes and Models - Autopilot	Installation, flightline troubleshooting, removal and replacement. Bench repairs not authorized.

U.S. Department of Transportation Federal Aviation Administration

Operations Specifications

Limited Ratings - Specialized Services

Rating

Specifications

Limitations

None Authorized.

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 Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 25 DATE: 2017.02.08 15:43:03 -06:00

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

<

Hubbard, Eric L., Quality Assurance Manager

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 approved 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
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

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

	Reference Paragraphs
Use Exemptions.	A005
Perform maintenance with EASA ratings where the scope of work is authorized by a BASA/MAG (U.SEU), MIP/MaG (U.SSwiss).	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.S. registered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station.	D107

U.S. Department of Transportation Federal Aviation Administration

Operations Specifications

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

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



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 8 DATE: 2017.02.08 15:43:07 -06:00

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

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Hubbard, Eric L., Quality Assurance Manager

Date

A007. Designated Persons

 HQ Control:
 12/19/2006

 HQ Revision:
 030

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

Title	Name	Parts Authorized
FAA Accountable Manager, 145 / General Manager	Alberti, Andrew	A,D
Chief Inspector / Quality Assurance Manager	Hubbard, Eric L.	A,D
EASA Accountable Manager, 145 / General Manager	Alberti, Andrew	A,D

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

Table 2 – Designated to Receive INFO Messages

Name	Email Address	Telephone No.	Type of Information to Receive
Alberti, Andrew	aralberti@txtav.com	(317) 227-3601	ALL
Hubbard, Eric L.	ehubbard@txtav.com	(317) 227-3626	ALL

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

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



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 14 DATE: 2017.02.08 15:43:11 -06:00

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

C

Hubbard, Eric L., Quality Assurance Manager

Textron Aviation, Inc.

Date

A025 . Electronic/Digital Recordkeeping System,HQ Control: 11/16/2004Electronic/Digital Signature, and Electronic MediaHQ Revision: 00a

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

• Textron Aviation Service Quality Control Manual, section 5 - Continuity of Maintenance "Shift Turn Over" will be performed utilizing electronic digital records

• Textron Aviation Service Forms Manual – A limited number of Identified Forms will utilize and electronic/digital process.

• Textron Aviation Service Technical Training Manual – Section 4, revision 4, use of electronic database as a means of recording training accomplishment.

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

N/A

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

The Textron Aviation Service Repair Station Manual (RSM), Quality Control Manual (QCM) and Forms Manual are made available through electronic media to personnel as identified in the each of the manuals section on "Manual Revision and Control".

U.S. Department of Transportation Federal Aviation Administration

Operations Specifications

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



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 5 DATE: 2017.02.08 15:43:15 -06:00

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

C

Hubbard, Eric L., Quality Assurance Manager

Date

A101 . Additional Fixed Locations

HQ Control: 11/16/2004 HQ Revision: 010

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

Table 1				
Additional Location Address(es)				
Address	City	State	Country	Postal Code
6435 Pierson Drive (BLDG 137)	Indianapolis	Indiana	UNITED STATES	46241

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

c. This authorization does not constitute a geographic authorization for work performed at another location.

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

e. Privileges of a line station, as set forth by any EASA line station rating, are authorized at these locations, as applicable.

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

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



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 4 DATE: 2017.02.08 15:43:19 -06:00

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

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

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Hubbard, Eric L., Quality Assurance Manager

Textron Aviation, Inc.

Date

Certificate No.: ML2R009L

A449. <u>Antidrug and Alcohol Misuse Prevention Program</u>

HQ Control: 07/17/2009 HQ Revision: 00a

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

	Table 1
	Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:
Telephone Number:	A3 (CNQA)
Address:	
Address:	
City:	
State:	
Zip code:	

d. Limitations and Provisions.

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

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

U.S. Department of Transportation Federal Aviation Administration

Operations Specifications

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



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 9 DATE: 2017.02.08 15:43:24 -06:00

Date

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

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Hubbard, Eric L., Quality Assurance Manager

Textron Aviation, Inc.

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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	02/01/2017	9

D100. Work to be Performed at a Place Other Than the Repair HQ Control: 11/16/2004 **Station Fixed Location(s) 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		
Repair and Maintenanance for which the Repair Station is rated.	Repair Station Manual Section 7 Governing Work at Other Locations.	N/A		

- 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. Line Stations. Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.
- 1. The Certificate Holder applies for the Operations in this paragraph.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Terry L Dill, Principal Maintenance Inspector (GL11) [1] SUPPORT INFO: Name Change Correction [2] EFFECTIVE DATE: 2/1/2017, [3] AMENDMENT #: 9 DATE: 2017.02.08 15:43:27 -06:00

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

Date

Hubbard, Eric L., Quality Assurance Manager

Textron Aviation, Inc.

Certificate No.: ML2R009L