

SOLE SOURCE DETERMINATION

The Purchasing Division has been requested to approve a sole source purchase for the commodity or service described below. Pursuant to West Virginia Code 5A-3-10c, the Purchasing Division is attempting to determine whether the commodity or service is a sole source procurement. If you believe your company meets the required experience and qualification criteria stated below, please e-mail the Purchasing Division Buyer at krista.s.ferrell@wv.gov with a copy to Karen.Q.Byrd@wv.gov to express your interest in the project. Please forward any and all information that will support your company's compliance with required qualification and eligibility criteria along with any other pertinent information relative to this project to the Purchasing Division no later than February 1, 2008.

Requisition Number: AVN086602

Department/Agency: Aviation Division

Detailed Description of Project: To provide Maintenance and Emergency Repair to Bechcraft N1WV Aircraft

Proposed Sole Source Vendor: Piedmont Hawthorne Aviation, LLC
Dba Landmark Aviation

Specific Eligibility Criteria: Must be within 125 Nautical Miles of Yeager Airport in Charleston, West Virginia

Specific Qualification Criteria: See Attached

AIRCRAFT MAINTENANCE AND REPAIR

OPEN END CONTRACT

TO PROVIDE MAINTENANCE, AND / OR EMERGENCY REPAIRS FOR THE FOLLOWING AIRCRAFT:

2007 BEEHCRAFT B300 N1WV, SN: FL-527

INSPECTION, MAINTENANCE AND SERVICES: THE CONTRACTOR SHALL PROVIDE INSPECTIONS, SCHEDULED AND UNSCHEDULED MAINTENANCE AND SERVICES AS MAY BE REQUIRED, AS WELL AS EMERGENCY REPAIRS IN THE FIELD. UNSCHEDULED MAINTENANCE AND EMERGENCY REPAIRS WILL COMMENCE NO LATER THAN ONE (1) WORKING DAY AND WILL BE CONDUCTED IN A TIMELY MANNER SO AS TO PREVENT PROLONGED DOWN TIME IN ACCORDANCE WITH PREVAILING CIRCUMSTANCES AT THAT TIME.

ALL MAINTENANCE AND SERVICES WILL BE ACCOMPLISHED PROMPTLY AND WITHOUT DELAY. THE CONTRACTOR WILL COMMENCE MAINTENANCE NO LATER THAN ONE (1) WORKING DAY, AFTER AGREED UPON DATE, AND CONTINUE MAINTENANCE UNTIL THE AIRCRAFT IS RETURNED TO THE DEPARTMENT OF ADMINISTRATION, AVIATION DIVISION, STATE OF WEST VIRGINIA, IN AN AIRWORTHY CONDITION. UNNECESSARY DELAYS, EXCEPT THOSE WHICH ARE CAUSED BY THE UNAVAILABILITY OF PARTS, MAY BE CAUSE FOR CANCELLATION OF THIS CONTRACT.

CONTRACTOR SHALL BE WITHIN 125 NAUTICAL MILES OF YEAGER AIRPORT (CRW). EMERGENCY REPAIRS: THOSE UNFORSEEN EVENTS CAUSING EXTENDED OR PROLONGED GROUNDING TIME OF AN AIRCRAFT IN THE FIELD OR HOME FACILITY WHICH REQUIRE IMMEDIATE ACTION IN ORDER TO RESTORE THE AIRCRAFT TO AN AIRWORTHY CONDITION SUCH THAT IT IS AVAILABLE FOR THE PROTECTION OF HUMAN LIFE OR THE PREVENTION OF DAMAGE TO PROPERTY.

AIRCRAFT REPAIR STATION: THE CONTRACTOR WILL MEET ALL REQUIREMENTS AS SET FORTH BY THE FEDERAL AVIATION ADMINISTRATION AND WILL BE LICENSED AS AN AIRCRAFT REPAIR STATION. THE REPAIR STATION WILL MAINTAIN PARTS AND TOOLS AS REQUIRED. THE STATION WILL ALSO BE AUTHORIZED AND CERTIFIED TO ACCOMPLISH INSPECTIONS, MAINTENANCE, AND SERVICES ON TURBINE ENGINES. THE CONTRACTOR MUST BE A CERTIFIED BEEHCRAFT CUSTOMER SERVICE FACILITY FOR THE MODELS OF AIRCRAFT SPECIFIED HEREIN.

CERTIFIED MECHANICS: THE CONTRACTOR 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. 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 CONTRACTOR AS APPROPRIATE.

EXPERIENCE IN AIRCRAFT OPERATIONS: THE CONTRACTOR SHOULD HAVE AT LEAST SIX (6) YEARS EXPERIENCE IN AIRCRAFT OPERATIONS AND MAINTENANCE.
INSPECTIONS AND MAINTENANCE SERVICE: THE CONTRACTOR SHALL PROVIDE ALL INSPECTIONS AND MAINTENANCE AS REQUIRED BY THE AGENCY. BOTH SCHEDULED AND UNSCHEDULED MAINTENANCE WILL BE CONSIDERED SCHEDULED MAINTENANCE AS PER THE 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 COMPONENT TIME, AND MAINTENANCE REPAIR CANNOT BE ACCOMPLISHED BY THE CONTRACT FACILITY, THE CONTRACTOR 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 CONTRACTOR WILL OBTAIN ESTIMATES FROM MANUFACTURER APPROVED FACILITIES FOR ENGINE ACCESSORY OVERHAUL OR EXCHANGE.

THE CONTRACTOR 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 BEECHCRAFT DUE TO THE WARRANTY ISSUE WHICH WAS ADDRESSED IN THE JUSTIFICATION LETTER. OTHER NON-CRITICAL STANDARD HARDWARE, COMMON HARDWARE, CONSUMABLE PARTS OR MATERIALS MAY BE OBTAINED FROM OTHER FAA APPROVED VENDORS. THE CONTRACTOR SHALL INSTALL OR REPLACE ANY OR ALL PARTS THAT MAY BE PROVIDED BY THE DEPARTMENT OF ADMINISTRATION AVIATION DIVISION TO RESTORE THE ABOVE AIRCRAFT TO AN AIRWORTHY CONDITION.

AGENCY MAY, AT ITS DISCRETION, REQUIRE VENDOR TO EMPLOY ALTERNATE FREIGHT CARRIERS TO EXPEDITE DELIVERY OF REPAIR PARTS. IN SUCH INSTANCES, THE AGENCY WILL ABSORB THE FREIGHT COST. VENDOR WILL PREPAY FREIGHT CHARGES AND CHARGE BACK TO THE AGENCY. VENDOR MUST ATTACH A COPY OF THE FREIGHT INVOICE.

SCHEDULED MAINTENANCE AND INSPECTIONS WILL BE CONDUCTED AT THE VENDOR'S FACILITY IN ACCORDANCE WITH THE MANUFACTURER-APPROVED MAINTENANCE PROGRAM.

THE CONTRACTOR WILL MAINTAIN AND FURNISH THE AGENCY A COMPUTER GENERATED AIRCRAFT MAINTENANCE STATUS UPDATE FOR THOSE AIRCRAFT SERVICED.

THE CONTRACTOR SHALL PROVIDE A DETAILED WORK ORDER DESCRIBING ALL MAINTENANCE PERFORMED ON AGENCY AIRCRAFT AFTER SCHEDULED/NON SCHEDULED MAINTENANCE IS PERFORMED.

CONTRACTOR NOTE: THE COST OF FLIGHT TIME, MAN HOURS, MEALS AND LODGING FOR THE DEPARTMENT OF ADMINISTRATION, AVIATION DIVISION PERSONNEL WILL BE A

RELEVANT FACTOR CONSIDERED IN TRAVEL TO THE CONTRACTOR'S FACILITY. THIS COST WILL BE IN ACCORDENCE WITH THE STATE OF WV TRAVEL REGULATIONS.

AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: THE CONTRACTOR SHALL ALSO PROVIDE THE REMOVAL OR REPLACEMENT OF COMPONENTS WHICH DO NOT REQUIRE SPECIAL TOOLS, EQUIPMENT OR RATINGS.

DAMAGE CAUSED BY THE CONTRACTOR: THE CONTRACTOR AGREES TO REIMBURSE OR CAUSE REPAIR TO THE DEPARTMENT OF ADMINISTRATION, AVIATION DIVISION FOR ANY DAMAGE OCCASHIONED THERETO BY THE MISFEASANCE OR NON-FEASANCE OF SAID CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR EMPLOYEES THEREOF, IN RESPECT TO THE OPERATION OF THIS CONTRACT.

LIFE OF CONTRACT: THIS CONTRACT SHALL BECOME EFFECTIVE ON, AND SHALL EXTEND FOR A PERIOD OF ONE (1) YEAR OR UNTIL SHUCH REASONABLE TIME THEREAFTER AS IS NECESSARY TO NEGOTIATE A NEW CONTRACT. THIS CONTRACT WILL FURTHER ALLOW FOR TWO (2) ONE (1) YEAR RENEWALS AFFORDED TO SUCH VENDOR. SUCH "REASONABLE TIME" SHALL NOT EXCEED TWELVE MONTHS. UPON EXPIRATION OF ONE (1) YEAR FROM THE EFFECTIVE DATE OF THIS CONTRACT, THE VENDOR MAY TERMINATE THIS CONTRACT FOR WHATEVER REASON UPON THIRTY DAYS WRITTEN NOTICE TO THE DIRECTOR OF PURCHASING.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON MUTUAL CONSENT OF BOTH PARTIES TO THE AGREEMENT, TO BE SUBMITTED IN WRITING TO THE DIRECTOR OF PURCHASING THIRTY DAYS PRIOR TO THE ANNIVERSARY DATE OF THE CONTRACT. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE A ONE (1) EYAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL CLAUSES.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON THIRTY DAYS WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE NOT IN CONFORMITY WITH THE SPECIFICATION OF THE BID AND CONTRACT HEREIN.

OPEN MARKET/EMERGENCY PURCHASE CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE, IN WRITING, A STATE DEPARTMENT OR SPENDING UNIT TO PURCHASE IN THE OPEN MARKET, WITHOUT FILING REQUISITION OR ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY TO MEET BONAFIDE EMERGENCIES ARISING FROM UNFORESEEN CAUSES, INCLUDING DELAYS IN TRANSPORTATION, AND UNANTICIPATED VOLUME OF WORK, TO PREVENT APROLONGED OR EXTENSIVE AIRCRAFT DOWN TIME.

INSURANCE: CONTRACTOR SHALL FURNISH PROOF OF ADEQUATE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE PRIOR TO THE ISSUANCE OF A PURCHASE ORDER TO INCLUDE THE REPAIR AND / OR REPLACEMENT OF THE AIRCRAFT(S) FROM DAMAGE THAT IS INCURRED DURING MAINTENANCE BY THE VENDOR. IF APPLICABLE THE CONTRACTOR SHALL ALSO BE IN COMPLIANCE WITH ALL RULES AND REGULATIONS OF THE STATE OF WEST VIRGINIA B.E.P., WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION, AND HAVE ALL PREMIUMS PAID AND REPORTS FILED CURRENTLY.

TIME: TIME CONSUMED IN DELIVERY AND/OR PERFORMANCE IS OF THE ESSENCE IN THIS CONTRACT.

THE STATE OF WEST VIRGINIA, AVIATION DIVISION, RESERVES THE RIGHT TO ADD OR DELETE AIRCRAFT FROM THIS CONTRACT WITH APPROVAL FROM THE WV STATE PURCHASING DIVISION.