

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT FOR PROCUREMENT**

**REQUEST FOR PROPOSAL TITLE: Aircraft Maintenance Service**

**REQUEST FOR PROPOSAL NO.: 905-16-18-050**

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and Bismarck Aero Center, hereinafter referred to as the Contractor, whose address is 2301 University Drive, Bldg 53, Bismarck, North Dakota 58504.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated September 4, 2018, NDDOT's request for proposal issued on August 13, 2018, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.  
  
Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.



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9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
13. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
14. Termination
  - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
  - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
    - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
    - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
    - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.
  - c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
    - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



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16. This agreement becomes effective when all parties have signed and it shall terminate on 09/30/2020.

EXECUTED the date last below signed.

WITNESS:

Nicolette Derosier  
NAME (TYPE OR PRINT)  
Nicolette Derosier  
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

Sandra Goebel  
NAME (TYPE OR PRINT)  
Sandra Goebel  
SIGNATURE

CONTRACTOR:

Jonathan P. Simmers  
NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
CEO/Sec./Treas.  
TITLE  
9-26-18  
DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Mark Nelson  
DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
09/26/18  
DATE

APPROVED as to substance by:

Shannon L. Sauer  
DIVISION DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
9/26/2018  
DATE

CLA 1043 (Div. 50)  
L.D. Approved 2-17-05; 10-14

APPROVED as to execution this  
26 day of September 2018  
ATTORNEY GENERAL  
By [Signature]  
SPECIAL ASST ATTORNEY GENERAL



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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**North Dakota Department of Transportation  
Office of Flight Operations & Financial Management Division  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700**

**REQUEST FOR PROPOSAL**

**RFP Title: AIRCRAFT MAINTENANCE SERVICE**

**RFP Number: 905-16-18-050**

**Date of Issue: August 13, 2018**

**Purpose of RFP: To provide a local aircraft maintenance service commencing October 1, 2018, in order to support the requirements of the North Dakota Department of Transportation, Office of Flight Operations, on behalf of the State of North Dakota.**

**Procurement Officer: Vanessa Brosten, Financial Management Division**



**Offerors are not required to return this form.**

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Purpose of the RFP

The **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**, Office of Flight Operations, hereafter known as 'NDDOT', is soliciting proposals for a local **AIRCRAFT MAINTENANCE SERVICE** provider for the current fleet of NDDOT aircraft including a 1998 Beechcraft B200 King Air (N202ND), 1998 Beechcraft B200 King Air (N200ND) and a 2010 Cessna Caravan 208 (228ND).

It is the NDDOT's preference to award only one contract for the maintenance of all identified aircraft.

### 1.02 Contact Person, Telephone, Fax Number and E-mail

The NDDOT procurement officer is the point of contact for this RFP. All communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other employees of the State or NDDOT may result in the Supplier being disqualified, and the Supplier may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Vanessa Brosten  
PHONE: 701-328-4466  
FAX: 701-328-0310  
TTY Users call: 7-1-1  
E-MAIL: [vbrosten@nd.gov](mailto:vbrosten@nd.gov)

### 1.03 RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days. It is also possible that a Best & Final will be issued which will move the scheduled dates.

RFP Issued: **August 13, 2018**

Deadline for receipt of questions and objections related to the RFP: **August 28, 2018**

Responses to questions / RFP amendments (if required): **August 30, 2018**

Proposals due by: **September 6, 2018**

Proposal Evaluation Committee evaluation completed by approximately: **September 14, 2018**

State issues Notice of Intent to Award a Contract approximately: **September 17, 2018**

State issues contract approximately: **September 24, 2018**

Contract start: **October 1, 2018**

### 1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **ONE SIGNED ORIGINAL AND FOUR COPIES** of their written proposal in a sealed envelope or package and **ONE ORIGINAL** cost proposal, 7.05, in a separately sealed envelope.

Delivery envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
FINANCIAL MANAGEMENT DIVISION – PROCUREMENT  
REQUEST FOR PROPOSAL 905-16-18-050  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700

Proposals must be received by the NDDOT at the location specified no later than **2:00 P.M., Central on September 6, 2018**. Proposals will not be publicly read at the opening.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### **1.05 Compliance with Laws, Nondiscrimination and Affirmative Action.**

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

#### **1.06 Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

#### **1.07 NDDOT Contract Administrator assigned**

Prior to the award, all contacts with the NDDOT must be made with the RFP procurement officer.

The NDDOT Office of Flight Operations employs an Aircraft Maintenance Manager who oversees the day to day maintenance operations. After the contract has been awarded and approved, the NDDOT point of contact is the NDDOT Aircraft Maintenance Manager who will be the Contract Administrator. The Contract Administrator assigned to this contract is:

**Mike Huelsman, Aircraft Maintenance Manager**  
**North Dakota Department of Transportation**  
**2301 University Drive, Building 45**  
**Bismarck, ND 58504**  
**Office: (701) 328-9568, Cell: (701) 214-7722**

Mr. Huelsman will be available Monday – Friday from 8:00 a.m. until 5:00 p.m. and as necessary during an emergency situation.

The Contract Administrator's role is defined in Attachment 7.09, Contract Administrator (Aircraft Maintenance Manager) Responsibilities.

#### **1.08 Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

## **1.09 Approved Vendor Registration Requirements**

### **VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING**

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code: 905-16. (<https://apps.nd.gov/csd/spo/services/login.htm>).

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the North Dakota Vendor Registry at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

## **1.10 Pre-proposal Conference**

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

## **1.11 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were notified originally of the RFP and to those that have expressed an interest in the RFP.

## **1.12 News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

## **1.13 Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>

## **1.14 Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

## **1.15 Definitions**

- Offeror - Person or firm submitting a proposal in response to a solicitation.
- Proposal evaluation - A comprehensive review and summary of all proposal responses received.
- Proposal response - The executed document submitted by an offeror in response to a solicitation.
- Contract - A written agreement between two or more competent persons to perform a specific act or acts.
- Contractor - Any person or firm having a contract with a governmental body.

- Defined Holidays – All NDDOT offices will be closed in recognition of State holidays. Days declared a holiday by the President or Governor will also be recognized by office closure.
- Subcontractor - A subcontractor contracts for a portion of a principal contractor's obligation to the customer. The subcontractor must commit to render the services required by the contract and will comply with all provisions. In the context of this solicitation and subsequent contract, a NDDOT aviation services subcontractor will have physical contact with the aircraft.
- Third-Party Supplier – Any person or firm who provides parts or services for the Contractor but does not come into physical contact with NDDOT aircraft. If any part is removed from the aircraft and sent out for service, the provider is a Third Party Supplier.
- Solicitation - The process of notifying prospective offerors that the state wishes to receive proposals for furnishing goods or services.

## 2.0 PROPOSAL SCOPE AND CONTENT

### 2.01 Scope of Work

The North Dakota Department of Transportation, Office of Flight Operations, is soliciting proposals for a local AIRCRAFT MAINTENANCE SERVICE provider for the current fleet of NDDOT aircraft including a 1998 Beechcraft B200 King Air (N202ND), 1998 Beechcraft B200 King Air (N200ND) and a 2010 Cessna Caravan 208 (228ND).

If, during the initial or extended term of this contract, any aircraft in the fleet are sold or replaced, then the contract will continue during that term with coverage for the remaining and new aircraft.

The following specifications are intended to provide the offeror with a further description of need.

### 2.02 Location of Work and Billing Address

NDDOT aircraft are generally based at the following location:

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
2301 UNIVERSITY DRIVE, Building 45  
BISMARCK, ND 58504  
Office: (701) 328-9568, Cell: (701) 214-7722  
Fax 701-328-9612**

On-site service will predominantly occur in Building 45, 2301 University Drive, at the Bismarck North Dakota airport. Preference will be given to the provider whose proposal expresses a solution that will allow service performance in the NDDOT leased hangar(s).

The NDDOT prefers that maintenance service be performed in the NDDOT leased hangar(s). If an offeror proposes to conduct major maintenance services at their business location, then they must answer the following:

1. What is the offeror's definition of a 'major' or 'minor' service event as it pertains to the location of the maintenance service to be performed?
2. Is the offeror prepared to accept the cost for relocation of the aircraft to their facility? The Contractor will bear all costs for relocation of aircraft for maintenance servicing.
3. Offeror shall identify their primary repair location (Contractor's service location).

The above NDDOT address is also to be used for billing purposes.

### 2.03 Organizational Structure and Employee Turnover

Offerors must provide a description of their company's organization and a personnel roster or an organizational chart that clearly defines each person who works for the organization, the staff hierarchy and indicates each employee's length of employment.

Offerors shall provide information regarding the number of employees hired in the past five years and the position(s) the employees held. If any of the hires from the past five years have left employment, then provide their reason for leaving employment and the duration of their employment from hire date to final date of employment. Additionally, provide information about whether or not the employee was replaced and the length of time that expired from the termination until the new hire began work.

## **2.04 Management and Service Plan**

It is absolutely essential for the successful Contractor to be fully proficient in the maintenance and service of any NDDOT aircraft. Emphasis will be placed in the evaluation process on documented and verifiable prior maintenance experience with all of the identified aircraft models.

In order for offers to be considered responsive, the offerors minimum prior experience and education requirements are to be commensurate with the requirements of this proposal. An offeror's failure to meet these minimum requirements may cause its proposal to be considered non-responsive and its proposal may be rejected.

Contractor familiarization with the standard NDDOT method of doing business is a necessary part of the maintenance contract. The Contractor will work closely with the NDDOT Aircraft Maintenance Manager to establish a cohesive working relationship.

The following conditions apply to the maintenance service:

1. The Contractor will provide aircraft maintenance technicians to accomplish aircraft maintenance in accordance with Federal Aviation Regulations and manufacturer's recommendations to ensure the airworthiness of the NDDOT aircraft.
2. The Contractor will provide monthly summary reports by individual aircraft with detailed notations regarding all maintenance activity conducted during the month including technician performing the work and fees charged.

Monthly summaries shall also include information regarding technician training or review activities as specified by this contract which may have occurred during the reporting time frame.

The NDDOT Contract Administrator will review the awarded contractor's offered reporting system and preapproval is required regardless of the type of system. As long as the monthly report contains all of the information as identified in 7.09, it does not matter if the report is manual or software generated.

Offerors shall provide an example of a monthly report.

3. The Contractor will be randomly audited by the NDDOT, at its discretion, including a comprehensive review every ninety (90) days to ensure aircraft maintenance is being performed in accordance with NDDOT and FAA standards. Subcontractors and third party suppliers are also subject to the contract's review requirements.
4. The Contractor's invoices will provide sufficient itemized detail to easily identify aircraft, service performed, the name of the maintenance technician(s) who performed the work, the name of the maintenance inspector(s) who inspected the work, identification of each part replaced and fees as applicable to the itemization. Invoicing practices will be reviewed regularly by the NDDOT.
5. The NDDOT will schedule routine maintenance with the Contractor as necessary. The maintenance will occur at times that will not hinder the flight schedule(s) of the various planes.
6. Maintenance personnel must be available during NDDOT normal hours of flight operations (8 a.m. to 5 p.m., Monday to Friday).
7. Maintenance personnel must be available when needed by the NDDOT outside of normal hours. The NDDOT aircraft frequently fly outside the hours of 8 a.m. to 5 p.m. and on weekends. Should the need arise, how will an offeror respond to and provide for maintenance during these times?

8. When the aircraft are in Bismarck and an unexpected or emergency situation occurs during normal hours of flight operation, the Contractor's maintenance personnel shall respond to a request for maintenance within 15 minutes. Maintenance personnel shall respond as soon as practical outside the hours of 8 a.m. to 5 p.m., Monday - Friday.
9. When the aircraft are outside of Bismarck, the NDDOT must keep the aircraft operational by utilizing whichever provider, qualified by the terms of this proposal, is most readily available. It is expected that this will apply only in unanticipated and emergency situations. In this situation, the NDDOT may pay the travel and per diem to relocate Contractor maintenance personnel to the aircraft. This will be determined on a case-by-case basis.
10. Maintenance personnel should be available for post-maintenance acceptance flights at the discretion of the pilot's office.
11. Maintenance personnel will follow the NDDOT maintenance procedures in the processing of discrepancies and logbook entries, maintenance tracking and billing procedures as described in the NDDOT Flight Operations Manual including future manual revisions.

Contractor will receive a current copy of the NDDOT maintenance procedure manual and Contractor's personnel will receive procedural training at the onset of the maintenance contract. If personnel or manual changes occur, additional training will be performed and an updated manual will be provided. Contractor shall maintain a record containing dates and the names of technicians trained.

12. Maintenance personnel will comply with airworthiness directives, service bulletins and service letters required to complete maintenance tasks and such work shall conform to FAA requirements and standards and to the manufacturer's specified procedures.
13. Avionics services are included in this RFP. Avionics service requirements will be reviewed on an instance-by-instance basis as they become necessary. The NDDOT reserves the right to include avionics repairs as falling within the scope of this maintenance contract or to procure them separately dependent upon the requirements of the service. Offerors shall identify their avionics capabilities. Offerors shall also indicate whether or not they have experience with G1000 systems and GFC700 Autopilot. Experience shall be specific to the B200 King Air and Cessna Caravan.
14. During the term of the contract, all optional manufacture's recommended upgrades will be reviewed on a stand-alone basis. The NDDOT reserves the right to include these upgrades as falling within the scope of this maintenance contract at the current hourly rate(s) or to procure them separately.
15. The NDDOT Maintenance Manager, at the NDDOT's discretion, may perform preventative maintenance, trouble shooting, and minor repairs. The Contractor will work closely with the Maintenance Manager and will assist as needed. The Contractor will also work with the Maintenance Manager to determine which work will require an inspector's approval and will provide an inspector for work performed by the Maintenance Manager. A work order will reflect this inspection.

## **2.05 Tools, Equipment, Parts, Third-Party Suppliers, & Shipping**

The Contractor shall provide all tools or equipment; all aircraft, engine and propeller maintenance repair and overhaul manuals required to perform maintenance to the NDDOT aircraft. Some equipment may be rented as necessary. Offerors shall provide a brief explanation of which equipment shall be rented.

Specifically, Contractor shall provide the equipment required to conduct the following:

1. Pitot-static checks
2. Pressurization checks
3. Suitable borescope and required guide tubes per Pratt and Whitney PT6A-61 and PT6A-114A engines
4. Equipment and Manuals for Pratt and Whitney PT6A-61 and PT6A-114A turbine engines

The Contractor is responsible when sourcing outside Suppliers, to assure that those Suppliers meet the minimum requirements of the contract applicable to the service to be performed. At a minimum, the Contractor will complete Attachment 7.10, Aircraft Maintenance Service – Third Party Suppliers, when new parts are purchased or when parts are removed from NDDOT aircraft by the contractor and are sent to third party Suppliers to have outside services

performed. The returned parts must not be installed in NDDOT aircraft until a mandatory incoming inspection process has been performed.

The offeror will provide information regarding the opportunity for aircraft parts price breaks based on their dealer markup. This information will be provided in the cost proposal as a markup percentage. While this information will not be used to determine points in the RFP cost proposal section, it may become a factor in a best and final evaluation and during contract negotiations.

The awarded Contractor will be required to provide technical expertise and make recommendations on parts repair versus parts replacement. Contractor must track repair and replacement of components and submit an itemized list of same with invoice(s).

The NDDOT will reimburse the Contractor for repair parts required.

1. The NDDOT will pay the replacement cost for parts at the time the parts are pulled from inventory and used on NDDOT aircraft, plus a negotiated markup percentage.
2. Additionally the NDDOT will pay a negotiated markup percentage for parts that may be required for service but are not stock items.
3. The NDDOT will not pay a markup for parts shipping. The NDDOT will pay the Contractor's actual shipping cost.
4. The Contractor shall assist in obtaining the best pricing available for maintenance and repair parts and shipping rates.

The Contractor will assist in resolving warranty issues that may arise as a result of services provided.

## **2.06 Experience, Qualifications, Subcontractor(s), References**

Offerors shall include a summary of ratings, certificates and FAA licenses for each aircraft technician and shall furnish copies of certificates of completion or similar verification for any aircraft maintenance courses completed.

Offerors shall include a summary of ratings, certificates and FCC licenses for each avionics technician and shall furnish copies of certificates of completion or similar verification for any avionics courses completed.

The successful Contractor will be required to update this information as technician re-certifications occur and if personnel changes occur.

Contractors training records will be regularly reviewed by the NDDOT to ensure training and training records are current.

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract.

If the offeror knows up front, now, that a subcontractor will be used for any portion of the contract, then the subcontractor must be identified in their proposal and all RFP required subcontractor information must be supplied as requested, 6.07.

If the need for a subcontractor is identified later, during the term of the contract, then prior NDDOT approval is required and the contractor must follow the instructions of the NDDOT Contract Administrator.

If, at any time after award, the Contractor does not have certified aircraft technicians to perform the services as indicated by the contract, they must immediately notify the NDDOT Aircraft Maintenance Manager.

Offerors must provide the contact information for *three (3)* business references including primary contact name, business name, physical business address, mailing address, email address and phone number. The references shall have received services similar to those required by this RFP. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

## **2.07 Quality Assurance**

The Contractor shall perform maintenance services in accordance with all applicable governmental regulations.

The Contractor shall inspect all incoming materials or parts to ensure acceptable quality, and perform a preliminary inspection of all articles, to ensure airworthiness, that are used to perform maintenance on or to NDDOT aircraft.

Offerors shall indicate how their business complies with FAA regulations and safety practices regarding quality control and recordkeeping.

The offeror's facility must be a 14 CFR Part 145 repair station.

All general aircraft maintenance will be performed by a certified maintenance technician holding Airframe and Power plant (A&P) rating. The maintenance performed will also be verified and signed off by a certified aviation maintenance technician holding an Inspection Authorization (IA). The A&P and IA for any given maintenance instance must be different people – one performing the work, the other inspecting the work. All work orders shall reflect both the A&P and the IA. All log book entries will be signed by the IA. Records shall be maintained per FAR Part 43.9 and 91.417 (a) (1) (2).

For turbine aircraft, both the A&P and the IA must have had factory authorized maintenance course training for each specific turbine powered aircraft on which they work. Offeror must name their qualified personnel by aircraft type and certificate(s) obtained.

If an offeror does not currently have employees with factory authorized turbine aircraft maintenance course training, then explain how maintenance services will be conducted until the training requirement will be met. The offeror must also provide specific dates for each technician indicating when training will be completed.

Offerors shall explain how maintenance technicians and inspectors will maintain their certificates at the appropriate level. The awarded Contractor will be required to notify the NDDOT Aircraft Maintenance Manager whenever certificates are due for renewal and will advise the NDDOT of the timeframe and methodology for renewal.

A service center designation will not replace the requirement for factory authorized maintenance course training for the turbine aircraft.

All avionics maintenance will be performed by certified technicians then verified and signed off by an I.A. technician.

Dependent upon the type of service performed, the NDDOT Maintenance Manager may require the Contractor to inspect work performed by the NDDOT Aircraft Maintenance Manager. A work order will reflect this inspection.

## **2.08 Cost Proposal and Definition of 'Hourly Rate'**

Cost proposals must include the charge for labor during working hours, charge for labor after hours and on defined holidays, and any additional call-out fee for after hours at both the NDDOT hangar and the Contractor's business location. This contract will not allow other additional fees based on labor hours. All labor costs must be presented as requested in the cost proposal.

Upon reviewing the contract conditions presented in 1. and 2., offerors shall explain how their hourly rate will apply to this contract without stating the actual rate.

1. Work performed in NDDOT hangar: Conditions will apply to this contract.
  - a. Rates as submitted with the proposal will apply during actual aircraft service time within the NDDOT hangar.
  - b. Travel between the NDDOT hangar and the Contractor's facility will not be included in the rate.
2. Work performed away from the NDDOT hangar. Conditions will apply to this contract.
  - a. Rates as submitted with the proposal will apply during actual aircraft service time.
  - b. The NDDOT will not pay for relocation of aircraft from the NDDOT hangar to the Contractor's facility.
  - c. If a Contractor's employee is involved in the relocation of aircraft from the NDDOT hangar to another location, then no hourly rate will apply during the relocation unless specifically authorized by the NDDOT Aircraft Maintenance Manager.

- d. No travel expenses or per diem will be paid for Contractor employees involved in any aircraft relocation unless specifically authorized by the NDDOT Aircraft Maintenance Manager.

If an offeror intends to charge administrative fees, then the reason, scope and methodology for those fees must be clearly explained. Payment of such fees may become a factor during contract negotiation but will not affect point determination in the cost proposal.

Do not provide any pricing information in this section of your proposal. Attachment 7.05 - Cost Proposal - must be submitted in a separate sealed envelope clearly labeled 'cost proposal'. Only one original cost proposal is required. Please reference 5.06 for additional information regarding submittal of Cost Proposal, Attachment 7.05.

All costs associated with the contract must be stated in U.S. currency.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be an evaluation factor.

### **3.0 GENERAL CONTRACT INFORMATION**

#### **3.01 Contract Period and Renewal Option**

The State intends to enter into a contract having effective dates beginning **October 1, 2018** and ending **September 30, 2020**. The NDDOT reserves the right to execute up to four options to renew this contract for a period of twenty-four (24) months each, not to exceed one hundred twenty (120) months total. This contract will not automatically renew. The Contractor will provide written notice to the NDDOT of its interest in renewing the contract at least sixty (60) days before the scheduled contract expiration date. Renewals will be documented by amendment.

#### **3.02 Contract Type and Price Adjustment**

This contract is a Time and Materials contract.

The contract prices shall be firm for the first twelve (12) months of the contract period. All prices in the contract may be subject to price adjustment (increase or decrease) and re-negotiation annually. The request for a price adjustment must be submitted to the NDDOT in early August and must include justification for the proposed change(s). The NDDOT will respond as follows:

- a) The request may be granted,
- b) The contract may be cancelled and solicitation may be re-advertised, or
- c) The contract may be continued without change.

If a price adjustment is approved, the adjustment will be effective on October 1<sup>st</sup> of the current year and shall renew the twelve month firm price period. Changes in pricing will be documented by contract amendment.

The State shall also be advised of and receive the benefit of any price decrease. The same annual notification and review process will apply to a decrease in cost.

#### **3.03 Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP as 7.12. The Contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the NDDOT.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

#### **3.04 Proposal as a Part of the Contract**

This RFP and the successful Contractor's proposal will be incorporated into the contract.

### **3.05 Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.06 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **3.07 Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the NDDOT approves the contract. Upon written notice to the Contractor, the State may set a different starting date for the contract.

### **3.08 Contract Changes - Unanticipated Amendments**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the contract. When additional work is required, the Aircraft Maintenance Manager will provide the Contractor a written description of the additional work, will request the Contractor to submit a firm time schedule for accomplishing the additional work and will negotiate a price for the additional work.

The Contractor will not commence additional work until the Aircraft Maintenance Manager has secured any necessary approvals for the amendment and, working with the Procurement Officer, has issued a written contract amendment, approved by the NDDOT.

### **3.09 Indemnification and Insurance Requirements**

The attached "Aircraft Product/Service" Risk Management Appendix will be incorporated into the contract.

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the NDDOT in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the NDDOT, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

### **3.10 Taxes and Taxpayer Identification**

The Contractor must provide a valid Supplier Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001. The Federal tax free transaction number is 45-0309764. Certificates are available upon request.

A Contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the Contractor is required to file returns and pay sales and use tax just as required for contracts with

private parties. Contact the North Dakota Tax Department at 701-328-1241 (toll free 877-328-7088) [taxregistration@nd.gov](mailto:taxregistration@nd.gov) or visit the website at [www.nd.gov/tax/](http://www.nd.gov/tax/) for more information.

A Contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the Contractor. In the case of employees performing the services in the state, the Contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-1248, [withhold@nd.gov](mailto:withhold@nd.gov) or visit its web site for more information

### **3.11 Proposed Payment Procedures**

The State will make payments based on the finalized payment rate(s). Each billing must consist of an invoice and documented service event at the rate negotiated. No payment will be made until the Aircraft Maintenance Manager has approved the invoice. With the exception of extraordinary circumstances, the State will not make advanced payments before performance by the Contractor under this contract.

### **3.12 Contract Funding**

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

### **3.13 Payment Terms**

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

### **3.14 Contract Personnel**

The Aircraft Maintenance Manager must approve any change of the Contractor's company members named in the proposal, in advance and in writing. The same information as is required in this RFP must be provided for every employee change proposed by the Contractor. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

### **3.15 Right to Inspect Place of Business and Conduct Investigations**

During the term of the contract, at reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the Contractor must provide reasonable assistance.

The State may, at its discretion, hire an independent investigation firm or contact authorities to conduct a background investigation of the successful offeror per NDAC 04-12-11-04.

### **3.16 Termination for Default**

If the Aircraft Maintenance Manager determines that the Contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Contract, attached.

### **3.17 Open Records Laws - Confidentiality**

Any records that are obtained or generated by the Contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

### **3.18 Independent Entity**

The Contractor is an independent entity under this contract and is not a State employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out the Contractor's activities and responsibilities under the contract, except to the extent specified in the RFP, Proposal and contract.

### **3.19 Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, with NDDOT prior approval, the Contractor may enter into subcontracts provided that the subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

### **3.20 Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

### **3.21 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or Aircraft Maintenance Manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the Contractor. The debriefing time and location will be negotiated between the NDDOT and Contractor.

## **4.0 EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**The total number of points used to score this contract is 100.**

### **4.01 Management and Service Plan, Organizational Structure and Employee Turnover, Company Viability**

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has offeror acknowledged the Scope of Work?
- b. Has offeror addressed on-site service?
- c. What is the offeror's definition of a 'major' or 'minor' service event as it pertains to the location of the maintenance service to be performed?
- d. Is the offeror prepared to accept the cost for relocation of the aircraft to their facility? The Contractor will bear all costs for relocation of aircraft for maintenance servicing.
- e. Has the offeror identified their primary service location?
- f. Has the offeror described their company's organization and provided a personnel roster or organizational chart?
- g. Has the offeror provided required information regarding employee turnover and replacement?
- h. Has the offeror addressed monthly reporting requirements?
- i. Has the offeror addressed NDDOT contract review requirements?
- j. Has the offeror addressed invoicing and itemized detail?

- k. Will maintenance personnel be available during normal hours of flight operations and when needed outside of normal hours? Maintenance personnel should also be available at the discretion of the DOT for post-maintenance acceptance flights.
- l. Is the offeror able to respond to a request for maintenance within 15 minutes during normal hours? Will they be available for post-maintenance acceptance flights if needed?
- m. Has the offeror addressed NDDOT maintenance procedures regarding discrepancies and logbooks entries, maintenance tracking and billing procedures?
- n. Has the offeror addressed airworthiness directives, service bulletins and service letters and conformance to FAA requirements and standards?
- o. Has the offeror addressed the NDDOT's discretionary use of the NDDOT Maintenance Manager for preventative maintenance, trouble shooting, and minor repairs?
- p. Has the offeror proposed administrative fees? If so, what are the reason, scope and methodology of the fees?
- q. Has the offeror addressed the proposed payment procedures?
- r. Has the offeror explained how their hourly rate will apply to this contract? (2.08)
- s. Has the offeror indicated any concerns in regard to general contract terms and conditions?
- t. Has the offeror identified any issues and potential problems related to the contract?
- u. Company Viability - Has the Offeror provided financial information in a manner that presents stability and financial strength?
- v. Have there been any fines or violations within the past twenty-four months? If so, does it affect the offerors ability to perform this contract?

#### **4.02 Tools, Equipment, Parts, Third-Party Suppliers, Shipping**

**Five Percent (5%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has the offeror addressed providing all tools, equipment and manuals required to perform maintenance on the NDDOT aircraft?
- b. Has the offeror indicated any opportunities for parts price breaks?
- c. Has the offeror addressed parts repair versus parts replacement?
- d. Has the offeror addressed tracking parts repair and replacement?
- e. Has the offeror addressed the NDDOT parts reimbursement proposal? Parts shipping costs?
- f. Has the offeror addressed parts warranty coverage?
- g. Has the offeror addressed third party Suppliers? How will they assure that contract requirements are met?

#### **4.03 Experience, Qualifications, Subcontractor(s), References**

##### ***A) General Aircraft Maintenance Experience, Qualifications***

**Twenty-five Percent (25%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has the offeror documented prior maintenance experience with any or all of the identified aircraft?
- b. Has the offeror included a summary of ratings, certificates and FAA licenses and training for each technician who will participate in the maintenance service contract and provided copies of licensing, certification and training documents?
- c. How has the continuous requirement for certified maintenance technicians to hold A&P rating and/or IA rating been addressed?
- d. How has the offeror addressed factory authorized maintenance course training for the turbine powered aircraft? If they don't have it, when will they get it? How will they stay current?
- e. Have personnel resumes been provided?
- f. Are licenses and permits current?
- g. Are the offeror's prior experience and education commensurate with the general aircraft maintenance requirements of the proposal?

##### ***B) Avionics Maintenance Experience, Qualifications***

**Fifteen Percent (15%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has the offeror explained their avionics capabilities?
- b. Has the offeror documented prior avionics maintenance experience specific to the B200 King Air and Cessna Caravan?
- c. Has the offeror indicated whether or not they have experience with G1000 systems and GFC700 Autopilot specific to this RFPS's aircraft – King Air and Caravan?
- d. Has the offeror provided employee FCC avionics licensing documentation?
- e. Is the offeror's prior experience and education commensurate with the avionics maintenance requirements of the proposal?

##### ***C) Subcontractor(s), References***

**Five (5%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has the offeror identified a subcontractor(s)? Has the subcontractor information been provided as it applies to this section of the evaluation?
- b. Has the offeror provided reference contact information for three companies for whom they have recently performed similar services?

#### **4.04 Quality Assurance**

**Fifteen Percent (15%)** of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- a. Has the offeror addressed their inspection program for parts and materials?

- b. How has the work order & log book sign-off requirement been addressed?
- c. Has the offeror addressed certified inspectors for certified avionics technician work?
- d. How has the records maintenance FAR Part 43.9 and 91.417 (a) (1) (2) requirement been addressed?
- e. How has the offeror addressed maintenance of I.A. technician certification levels? What about workload concerns and notification of the NDDOT Aircraft Maintenance Manager in the event of turnover?
- f. How has the offeror addressed the inspection of work performed by the NDDOT Aircraft Maintenance Manager?

#### **4.05 Contract Cost**

*Fifteen Percent (15%)* of the total possible evaluation points will be assigned to cost.

The State will not consider any prompt payment discounts terms proposed by the offeror in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The State will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

### **5.0 PROPOSAL FORMAT AND CONTENT**

#### **5.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set in Section 5.0 and provide all information requested.

The proposal pages shall be numbered and must be limited to ten (10) single-side pages in length. The offeror's proposal print shall not be smaller than Courier or Arial 10 font.

A cover letter, signed solicitation amendments (if issued) and required response enclosures are not included in the ten page count.

#### **5.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **5.03 Scope of Work, Etc. & Company Viability**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the aircraft maintenance service and contract terms and conditions and describe the services that your business can provide as they relate to the RFP.

Offerors must also identify any pertinent issues and potential problems related to the service.

Offerors must provide comprehensive narrative statements that set out the methodology and management plan it intends to employ.

Offerors shall describe how their repair facilities and location suit the RFP.

Offerors must illustrate how the methodology and plan will serve to accomplish the work and provide the deliverables described in the proposal sections:

- 2.01 Scope of Work
- 2.02 Location of Work and Billing Address
- 2.03 Organizational Structure and Employee Turnover
- 2.04 Management and Service Plan
- 2.05 Tools, Equipment, Parts, Third-Party Suppliers, & Shipping
- 2.08 Cost Proposal and Definition of 'Hourly Rate'

#### **Company Viability**

The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year. A current Dun and Bradstreet Report that includes a financial analysis of the firm is requested. If a D&B is unavailable, then an offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.

The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

Offerors shall disclose and describe any FAA fines or violations that have occurred within the past twenty-four months.

Offerors shall provide **ONE** copy of the information requested regarding Company Viability. The information shall be placed in the separately sealed 'Cost Proposal' envelope. A confidentiality statement may be included if this information is considered non-public information.

#### **5.04 Experience, Qualifications, Subcontractor(s), References**

Offerors must provide a personnel roster or organizational chart that describes the organization of the company as it affects this contract. The organizational chart must illustrate the lines of authority, and designate the individual responsible and accountable for the completion of the services required in the RFP. The offeror shall clearly indicate the relative standing within the organization of all employees that have been identified for participation in the contract activity.

Offerors must describe the experience of their firm in completing similar service contracts outlining their plan to assure compliance with all applicable legal and safety requirements.

Offerors must identify all personnel assigned to accomplish the work called for in this RFP including administration. Offerors must provide the following information about each person listed:

- (a) Resume – Education and Experience
- (b) Certifications, Ratings and Licenses

If an offeror that has identified a subcontractor(s) is selected for award, then the experience, qualifications and reference information must be provided for each subcontractor within **seven days** of the issuance of the Notice of Intent to Award.

Offeror must provide contact name(s), business name(s), e-mail address(s), and telephone number(s) for three companies with whom your organization currently does or has recently performed similar services and who would accept follow-up phone calls from NDDOT as part of a reference check. The NDDOT will accept reference information as it relates to work performed both for the public sector and governmental agencies as long as the work performed is recent and similar in nature to the RFP service.

The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients. All reference letters and information must be submitted along with the proposal document.

Offerors shall also reference and include section 2.06.

### **5.05 Quality Assurance**

Offerors shall address their inspection program for parts and materials.

Offerors shall address the requirement for certified maintenance technicians to hold A&P rating and/or IA rating as well as the work order & log book sign-off requirement.

Offerors shall address the requirements for certified avionics technicians.

Offerors shall address records maintenance requirements.

Offerors shall address factory authorized maintenance course training for the turbine powered aircraft. If they don't have it, when will they get it?

Offerors shall address maintenance of technician certification levels and notification of the NDDOT Aircraft Maintenance Manager.

Offerors shall address the inspection of work performed by the NDDOT Aircraft Maintenance Manager.

Offerors shall also reference and include section 2.07.

### **5.06 Cost Proposal**

The Procurement Officer may insert the offeror's hourly rates as submitted in 7.05 Cost Proposal into an evaluation spreadsheet with estimated service hours to facilitate the cost proposal evaluation. If so, the method will be applied equally to all offerors.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, the procurement officer will determine whether the offeror's state of residence has a preference law for Suppliers resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to Suppliers resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for Suppliers resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See [http://www.oregon.gov/DAS/SSD/SPO/reciprocal\\_detail.shtml](http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml) for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

#### Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

Do not provide any pricing information in this section of your proposal. Pricing must be submitted in a separate sealed envelope or package clearly labeled "cost proposal".

Also reference section 2.08.

## **5.07 Required Proposal Enclosures**

To be considered responsive, Offerors must provide all documents and other information specifically requested in this RFP.

- ☐ One Cover Letter
- ☐ One original proposal signed in ink
- ☐ Four copies of the original proposal
- ☐ One original cost proposal sealed in a separate envelope
- ☐ Evidence of company's viability sealed in the cost proposal envelope (one set)
- ☐ Example of monthly service reporting document
- ☐ Organizational chart or personnel roster
- ☐ Summary of personnel certifications, ratings and licenses
- ☐ Copies of personnel resumes, certifications, ratings and licenses
- ☐ Reference contact information
- ☐ Subcontractor information, if applicable

## **5.08 Offerors Checklist**

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Attachments. State any objections to any of the provisions in the Contract Form or Risk Management Appendix by the deadline for submission of questions.
- ☐ Review the RFP and evaluation criteria carefully – Be sure to respond to all points.
- ☐ Limit proposal response to ten pages (Courier or Arial 10). Count does not include cover letter and required enclosures, Section 6.18.
- ☐ Be sure the proposal has been signed in ink by a company officer empowered to bind the company and that at least one proposal submitted has an original signature.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Arrange proposal response as requested in the format section.
- ☐ Comply with minimum requirements for experience, professional training requirements, and provide copies of certifications and licenses.
- ☐ Include the complete name, address and telephone number of the company and of the primary proposal contact person.
- ☐ Confirm that the company will comply with the provisions of the RFP.
- ☐ Identify any conflict of interest.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the service.
- ☐ Respond to applicable compliance concerns regarding state and federal law and regulations.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label any sections of the proposal you feel contain confidential information.
- ☐ If a subcontractor will be used, include information as requested.

## **6.0 STANDARD PROPOSAL INFORMATION**

### **6.01 Authorized Signature**

The offeror submitting the proposal response or that offeror's duly authorized agent or representative must sign the proposal response manually in ink. The name and title of the person signing the proposal response must be typed or printed above the signature. To be signed by **Owner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or proposal may be rejected. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

### **6.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **6.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **6.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- (a) the laws of the State of North Dakota;
- (b) North Dakota Administrative Code;
- (c) all applicable local, state, and federal laws, code, and regulations;
- (d) the applicable portion of the Federal Civil Rights Act of 1964;
- (e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- (f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- (g) all terms, conditions, and requirements set forth in this RFP;
- (h) a condition that the proposal submitted was independently arrived at, without collusion;
- (i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- (j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota)

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

### **6.05 Offer Held Firm**

Proposals must remain open and valid for at least sixty (60) days from the deadline specified for submission of proposals. In the event award is not made with sixty (60) days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

### **6.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

## 6.07 Subcontractors

In the context of this solicitation and subsequent contract, a NDDOT aviation services subcontractor will have physical contact with the aircraft itself.

If an offeror intends to use subcontractors for any part of this maintenance contract, the offeror must identify in the proposal the complete name and address of the subcontractors and the type of work the subcontractor will be performing as well as the percentage of total contract work the subcontractor will be providing.

If the offeror is selected for contract award, then the following information must be provided **for each subcontractor** within **seven days** of the issuance of the Notice of Intent to Award.

- (a) The offeror must have the subcontractor present financial information proving stability and financial strength. (5.03)
- (b) The offeror must provide business qualification and technician certification information regarding the subcontractor(s) (5.04)
- (c) Three references regardless of the type of subcontractor service provided (5.04)
- (d) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license (1.09); and
- (e) A written statement, with an authorized signature, from each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract and will comply with all provisions of the RFP. (5.02)

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another at any time during proposal activity or the contract term may be made only at the discretion and prior written approval of the Aircraft Maintenance Manager.

If a subcontractor is identified as a participant in the proposal, the subcontractor's proposal information will be evaluated in the same manner as the proposal of the Contractor. The subcontractor will not have separate evaluation forms. The subcontractor evaluation will be incorporated into the Contractor evaluation for points awarded.

No subcontractor may be used for any maintenance service unless prior approval and written consent have been obtained from the NDDOT.

## 6.08 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.nd.gov/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

## 6.09 Evaluation of Proposal

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonably susceptible for award.

## **6.10 Right of Rejection**

The State reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended suppliers will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

## **6.11 Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **6.12 Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, Suppliers should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **6.13 Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or Contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:  
[http://www.oregon.gov/DAS/EGS/PS/pages/reciprocal\\_detail.aspx](http://www.oregon.gov/DAS/EGS/PS/pages/reciprocal_detail.aspx) or contact the North Dakota State Procurement Office at 701-328-2683.

#### **6.14 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are held, the offeror will be responsible for their own costs including travel and per diem expenses.

#### **6.15 Failure to Negotiate**

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the service; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

The State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

#### **6.16 Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the service until both the successful offeror and the State sign the contract.

#### **6.17 Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer by the date set forth in the RFP schedule.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## 7.0 ATTACHMENTS

Sections 7.01 – 7.04 will be used by the Proposal Evaluation Committee to evaluate the proposals.

### EVALUATION CRITERIA AND SCORING

Offeror Individual or Firm Name \_\_\_\_\_

Name of Proposal Evaluation Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Title/Number: AIRCRAFT MAINTENANCE SERVICE, RFP 905-16-18-050

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

Rating Scale (5 Point)	Rating Scale (15 Point)	Rating Scale (20 Point)	Rating Scale (25 Point)	Explanation
Point Value				
0	0	0	0	Zero – No Score – Either not addressed or response has no value
1	1-4	1-5	1-6	Fair. Limited applicability
2-3	5-8	6-10	7-13	Good. Some applicability
4	9-12	11-15	14-20	Very Good. Substantial applicability
5	13-15	16-20	21-25	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Evaluators - Do not assign points to individual questions; instead, award a total score for each evaluation section.

#### 7.01 Management and Service Plan, Organizational Structure and Employee Turnover, Company Viability

*Twenty Percent (20%)* of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

Has offeror acknowledged the Scope of Work?

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Has offeror addressed on-site service?

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What is the offeror's definition of a 'major' or 'minor' service event as it pertains to the location of the maintenance service to be performed?

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Is the offeror prepared to accept the cost for relocation of the aircraft to their facility? The Contractor will bear all costs for relocation of aircraft for maintenance servicing.

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Has the offeror identified their primary service location?

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Has the offeror described their company's organization and provided a personnel roster or organizational chart?

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Has the offeror provided required information regarding employee turnover and replacement?

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Has the offeror addressed monthly reporting requirements?

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Has the offeror addressed NDDOT contract review requirements?

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Has the offeror addressed invoicing and itemized detail?

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Will maintenance personnel be available during normal hours of flight operations and when needed outside of normal hours? Maintenance personnel should also be available at the discretion of the DOT for post-maintenance acceptance flights.

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Is the offeror able to respond to a request for maintenance within 15 minutes during normal hours? Will they be available for post-maintenance acceptance flights if needed?

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Has the offeror addressed NDDOT maintenance procedures regarding discrepancies and logbooks entries, maintenance tracking and billing procedures?

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Has the offeror addressed airworthiness directives, service bulletins and service letters and conformance to FAA requirements and standards?

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Has the offeror addressed the NDDOT's discretionary use of the NDDOT Maintenance Manager for preventative maintenance, trouble shooting, and minor repairs?

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Has the offeror proposed administrative fees? If so, what are the reasons, scope and methodology of the fees?

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Has the offeror addressed the proposed payment procedures?

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Has the offeror explained how their hourly rate will apply to this contract? (2.08)

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Has the offeror indicated any concerns in regard to general contract terms and conditions?

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Has the offeror identified any issues and potential problems related to the contract?

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Company Viability - Has the Offeror provided financial information in a manner that presents stability and financial strength?

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Have there been any fines or violations within the past twenty-four months? If so, does it affect the offerors ability to perform this contract?

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**EVALUATOR'S POINT TOTAL FOR 7.01 (20 Maximum) \_\_\_\_\_**

**7.02 Tools, Equipment, Parts, Third-Party Suppliers, Shipping**

*Five Percent (5%)* of the total possible evaluation points will be assigned to this criterion.  
Proposals will be evaluated against the questions set out below:

Has the offeror addressed providing all tools, equipment and manuals required to perform maintenance on the NDDOT aircraft?

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Has the offeror indicated any opportunities for parts price breaks?

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Has the offeror addressed parts repair versus parts replacement?

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Has the offeror addressed tracking parts repair and replacement?

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Has the offeror addressed the NDDOT parts reimbursement proposal? Parts shipping costs?

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Has the offeror addressed parts warranty coverage?

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Has the offeror addressed third party Suppliers? How will they assure that contract requirements are met?

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**EVALUATOR'S POINT TOTAL FOR 7.02 (5 Maximum) \_\_\_\_\_**

### 7.03 Experience, Qualifications, Subcontractor(s), References

**A) General Aircraft Maintenance Experience, Qualifications** – Total This Subsection \_\_\_\_\_ (Max 25)

*Twenty-five Percent (25%)* of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

Has the offeror documented prior maintenance experience with any or all of the identified aircraft?

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Has the offeror included a summary of ratings, certificates and FAA licenses and training for each technician who will participate in the maintenance service contract and provided copies of licensing, certification and training documents?

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How has the continuous requirement for certified maintenance technicians to hold A&P rating and/or IA rating been addressed?

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---

How has the offeror addressed factory authorized maintenance course training for the turbine powered aircraft? If they don't have it, when will they get it? How will they stay current?

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Have personnel resumes been provided?

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Are licenses and permits current?

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Are the offeror's prior experience and education commensurate with the general aircraft maintenance requirements of the proposal?

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**B) Avionics Maintenance Experience, Qualifications** – Total This Subsection \_\_\_\_\_ (Max 15)

**Fifteen Percent (15%)** of the total possible evaluation points will be assigned to this criterion.  
Proposals will be evaluated against the questions set out below:

Has the offeror explained their avionics capabilities?

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Has the offeror documented prior avionics maintenance experience specific to the B200 King Air and Cessna Caravan?

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Has the offeror indicated whether or not they have experience with G1000 systems and GFC700 Autopilot specific to this RFPS's aircraft – King Air and Caravan?

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Has the offeror provided employee FCC avionics licensing documentation?

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Is the offeror's prior experience and education commensurate with the avionics maintenance requirements of the proposal?

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**C) Subcontractor(s), References** – Total This Subsection \_\_\_\_\_ (Max 5)

**Five (5%)** of the total possible evaluation points will be assigned to this criterion.  
Proposals will be evaluated against the questions set out below:

Has the offeror identified a subcontractor(s)? Has the subcontractor information been provided as it applies to this section of the evaluation?

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Has the offeror provided reference contact information for three companies for whom they have recently performed similar services?

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**EVALUATOR'S POINT TOTAL FOR 7.03 (45 Maximum)** \_\_\_\_\_

#### 7.04 Quality Assurance

*Fifteen Percent (15%)* of the total possible evaluation points will be assigned to this criterion.  
Proposals will be evaluated against the questions set out below:

Has the offeror addressed their inspection program for parts and materials?

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How has the work order & log book sign-off requirement been addressed?

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Has the offeror addressed certified inspectors for certified avionics technician work?

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How has the records maintenance FAR Part 43.9 and 91.417 (a) (1) (2) requirement been addressed?

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How has the offeror addressed maintenance of I.A. technician certification levels? What about workload concerns and notification of the NDDOT Aircraft Maintenance Manager in the event of turnover?

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How has the offeror addressed the inspection of work performed by the NDDOT Aircraft Maintenance Manager?

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**EVALUATOR'S POINT TOTAL FOR 7.04 (15 Maximum)** \_\_\_\_\_

## 7.05 Cost Proposal

The contract will be awarded based on hourly rates. Any bids submitted with unsolicited additional or other costs to be paid for maintenance services may be considered non-responsive and may be rejected.

### HOURLY SERVICE RATES:

	REGULAR RATE	OVERTIME RATE
Item 1 - Regular Hours TURBINE rate/hour	\$ _____	\$ _____
Item 2 - After Hours TURBINE rate/hour	\$ _____	\$ _____
Item 3 - Holiday Hours TURBINE rate/hour	\$ _____	\$ _____

### OTHER COST RELATED:

Item 4 – Hourly Rate applicable to travel time when travel is required by NDDOT \$ \_\_\_\_\_

Item 5 – Food & Lodging rate per employee per day when travel is required by NDDOT \$ \_\_\_\_\_

Item 6 - Offerors must indicate whether or not they charge an additional call out fee for after hours or defined holidays.

No \_\_\_\_\_ Yes \_\_\_\_\_

Call out Fee: Amount \$ \_\_\_\_\_ charged per \_\_\_\_\_ (Instance, hour,)

Item 7 - The NDDOT will pay the replacement cost for parts at the time the parts are pulled from inventory and used on NDDOT aircraft, plus a negotiated markup percentage. Do not include shipping costs.

Indicate the markup percentage offered \_\_\_\_\_ %

Item 8 - The NDDOT will pay a negotiated markup percentage for parts that may be required for service but are not stock items. Do not include shipping costs.

Indicate the markup percentage offered \_\_\_\_\_ %

Item 9 - Payment terms and discount offers may be considered during negotiation with the apparent awardee. If offeror wishes to address payment terms and discount offers, then include that information in an attachment to the cost proposal.

EVALUATOR'S POINT TOTAL FOR 7.05 (Maximum 15)

\_\_\_\_\_

**7.06 Sample Form - Request for Proposal Evaluation Summary – Individual Evaluator Total**

Name of RFP: AIRCRAFT MAINTENANCE SERVICE		
RFP Number: RFP 905-16-18-050		
Supplier Being Evaluated:		
Evaluator Name:		
Date:		
<b>Technical Evaluation (Maximum 85 Points)</b>	<b>Maximum Points by Category</b>	<b>Score</b>
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20	
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5	
3) Experience, Qualifications, Subcontractor(s), References:		
a) General Aircraft Maintenance Experience, Qualifications	25	
b) Avionics Experience, Qualifications	15	
c) Subcontractor(s), References	5	
4) Quality Assurance	15	
<b>Maximum 85</b>	<b>Subtotal</b>	
<b>Cost Evaluation (Maximum 15 Points)</b>  1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://www.state.nd.us/csd/spo/resources.html">http://www.state.nd.us/csd/spo/resources.html</a>  1. Calculated points awarded for price.  Price of Lowest Cost Proposal Price of Proposal Being Rated X 15 points = Awarded Points		
<b>Cost</b>	15	
<b>Maximum 15</b>	<b>Subtotal</b>	
<b>Grand Total (Maximum 100)</b>		

**7.07 Sample Form - Request for Proposal Evaluation Summary – Evaluator Totals by Offeror**

Name and Number of RFP: AIRCRAFT MAINTENANCE SERVICE, 905-16-18-050						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	85 POINTS Maximum	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20					
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5					
3) Experience, Qualifications, Subcontractor(s), References:						
a) General Aircraft Maintenance Experience, Qualifications	25					
b) Avionics Experience, Qualifications	15					
c) Subcontractor(s), References	5					
4) Quality Assurance	15					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (85 point Maximum).				
Cost Propose Score		Note: (15 point Maximum)				
TOTAL						

**7.08 Sample Form - Request for Proposal Evaluation Summary – Offeror Totals**

Name and Number of RFP: AIRCRAFT MAINTENANCE SERVICE, 905-16-18-050					
Date:					
Technical Evaluation Criteria	85 POINTS Maximum	Supplier 1	Supplier 2	Supplier 3	Supplier 4
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20				
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5				
3) Experience, Qualifications, Subcontractor(s), References:					
a) General Aircraft Maintenance Experience, Qualifications	25				
b) Avionics Experience, Qualifications	15				
c) Subcontractor(s), References	5				
4) Quality Assurance	15				
Technical Proposal Score (85 points Maximum)					
Cost Proposal Score (15 points Maximum)					
Grand Total (100 points Maximum)					

## **7.09 Contract Administrator (Aircraft Maintenance Manager) Responsibilities**

1. Once monthly, collect from Contractor and review for accuracy- Maintenance Summary Report for each aircraft which contain this detail at a minimum:
  - a. Aircraft identification
  - b. Detailed information regarding maintenance conducted during the reporting period
  - c. Technicians identified by maintenance event
  - d. Parts replaced
  - e. Fees charged in accordance with contract
  - f. All Technician training which may have occurred during the reporting period
  - g. Review activity which may have occurred during the reporting period
2. Review Invoices as received for the following detail:
  - a. Aircraft identification
  - b. Service performed
  - c. Parts replaced
  - d. Identification of the A&P and IA who worked on aircraft during the period
  - e. Fees as applicable to the itemization
3. On a regular basis commencing from the contract start date, the Aircraft Maintenance Manager will conduct reviews of the Contractor, Subcontractors and Third-Party Suppliers, to ensure:
  - a. Compliance with NDDOT, FAA, State and local law, airworthiness directives, service bulletins/letters
  - b. Compliance with FAR part 145.211 (i) (ii) materials and airworthiness certification or approved quality inspection program
  - c. To assure training records are current
  - d. To assure Professional licenses, certificates and permits are current
4. If/when Contractor has a change in Technician staff
  - a. Did Contractor notify the NDDOT in writing, in advance of change (if possible)?
  - b. Determine whether maintenance contract coverage will be affected
  - c. Assure that replacement Technician possesses the proper certification(s)
  - d. If new Technician requires training, when will it be accomplished?
5. At Contract commencement and as necessary thereafter due to policy or personnel changes, provide Contractor with a copy of the NDDOT Flight Operations Manual maintenance procedure section and provide Contractor personnel with procedural training.
6. Conduct investigations of the Contractor or inspections of place of business, as necessary.
7. Determine whether service events are major or minor and whether or not they fall within the parameters of the current maintenance contract or require a separate procurement.
8. Investigate and determine whether requested changes in subcontractors will be approved. If approved, provide written consent.
9. Identify unexpected additional required work that falls within the scope of the contract, negotiate fees and amend contract as necessary.
10. Write a determination if the Contractor fails to perform the contract satisfactorily and is in default.
11. Coordinate an Informal Debriefing event upon Contract completion.

### 7.10 Aircraft Maintenance Service – Third Party Suppliers

The Contractor is responsible, when sourcing outside Suppliers who will provide parts or services involving the maintenance of the N.D. Dept. of Transportation aircraft, to assure that those Suppliers meet the minimum requirements of the contract. Before using a third party Supplier, the Contractor will provide the following information to the Maintenance Manager for approval.

1. Supplier Name, Primary Contact with Phone Number, & Address:

---

2. Describe the service or commodity that will be performed or provided by the Supplier:

---

3. Are references required? YES \_\_\_\_\_ NO \_\_\_\_\_ If No, Explain.

---

4. Have the services or commodities to be provided been preapproved according to FAA standards?

YES \_\_\_\_\_ NO \_\_\_\_\_ If No, continue to complete the form.

5. Does this Supplier hold current licenses, certifications and permits applicable to the service to be performed?

YES \_\_\_\_\_ NO \_\_\_\_\_ If No, what action will be taken to ensure compliance with the contract?

---

6. Has the prime Contractor assured that the Supplier will abide by the contract terms and conditions that are applicable to the purchase?

YES \_\_\_\_\_ NO \_\_\_\_\_

7. Does the prime Contractor assure that any commodities or services sold or provided by the third party Supplier are included in the prime Contractor's monthly summary report?

YES \_\_\_\_\_ NO \_\_\_\_\_

8. If the use of a third party Supplier was not accepted and pre-approved by the NDDOT Aircraft Maintenance Manager, explain the circumstances that prevented the pre-approval and what precautions will be taken to prevent a reoccurrence.

---

---

Contractor:

---

Print Name, Signature Date

Approved by NDDOT Maintenance Manager Or Pilot In Charge:

---

Print Name, Signature Date

## 7.11 Sample Notice of Award

*September 17, 2018*

### NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **905-16-18-050, AIRCRAFT MAINTENANCE SERVICE** was issued by the **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION, OFFICE OF FLIGHT OPERATIONS AND FINANCIAL MANAGEMENT DIVISION** on *August 13, 2018*.

The following Suppliers submitted proposals in response to the RFP:

***Supplier Name, City, State***

***Supplier Name, City, State***

***Etc.***

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to ***Supplier Name***

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the service until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) **328-4466**

Sincerely,

Vanessa Brosten, Purchasing Agent  
North Dakota Department of Transportation  
PHONE: 701-328-4466  
E-MAIL: [vbrosten@nd.gov](mailto:vbrosten@nd.gov)

## 7.12 Sample Contract (Next 5 Pages)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT FOR PROCUREMENT**

**REQUEST FOR PROPOSAL TITLE: Aircraft Maintenance Service**

**REQUEST FOR PROPOSAL NO.: 905-16-18-050**

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and , hereinafter referred to as the Contractor, whose address is .

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated , NDDOT's request for proposal issued on , and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.  
  
Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.



9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
  10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
  11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
  12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
  13. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
  14. Termination
    - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
    - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
      - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
      - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
      - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.
- Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
    - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



16. This agreement becomes effective when all parties have signed and it shall terminate on 09/30/2020.

EXECUTED the date last below signed.

WITNESS:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

CONTRACTOR:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPROVED as to substance by:

\_\_\_\_\_  
DIVISION DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 1043 (Div. 50)  
L.D. Approved 2-17-05; 10-14



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



### **7.13 Risk Management Appendix (Next 1 Page)**

## Risk Management Appendix

### Aircraft Product/Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to indemnify, save and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Contractor or its agent, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement. Contractor also agrees to indemnify, save and hold the State harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Airport Liability** including completed operations in the amount of **\$1,000,000 per occurrence**.
- 2) **Ground Hangarkeeper's Liability** with minimum limits of **\$100,000 per aircraft**. (If the Contractor takes the planes into the air for testing, Contractor must provide **In-Flight Hangarkeeper's Liability** with minimum limits of **\$2,500,000 per aircraft**).
- 3) **Automobile Liability** for off-premises liability including owned, hired, and non-owned vehicles **with limits of \$1,000,000**.
- 4) **Workers compensation** insurance meeting all statutory limits.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 2, and 3 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007  
Revised 5-09





*Experience Us.*

September 4, 2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
FINANCIAL MANAGEMENT DIVISION – PROCUREMENT  
REQUEST FOR PROPOSAL 905-16-18-050  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700

Ms. Brosten and Members of the Evaluation Committee:

On behalf of our entire organization at Bismarck Aero Center, we are proud to formally submit our proposal in response to RFP 905-16-18-050 for AIRCRAFT MAINTENANCE SERVICE as issued on August 13, 2018.


In 2017, our organization conducted a name change from Aircraft Management Services to Bismarck Aero Center Corporation. The official name change does not signify any other changes within our company structure, rather it merely simplifies our brand and provides less confusion to the General Aviation Community. Our most proud achievement over the past 4 years has been our consecutive recognition of being one of the 50 Best Places to Work along the northern plains as published by Prairie Business Magazine.

We are confident that our organization is financially viable and capable of meeting and exceeding the service requirements as outlined in the RFP. We recognize that by signing this RFP that we agree to the terms as outlined in the RFP, our proposal response, and specifically section 6.0 of the RFP.

Furthermore, by submitting this proposal, we agree that the terms outlined in our response are firm for 60 days beyond the due date of the proposal. Please accept this document as binding signature for Bismarck Aero Center Corporation.

As you continue to review our response to this RFP, please do not hesitate to contact me direct for additional questions or clarity on any information that has been submitted. We appreciate your considerations.

Sincerely,

  
Jonathan R. Simmers

CEO, Secretary/Treasurer



# NDDOT

**North Dakota**

**Department of Transportation**

**Office of Flight Operations & Financial Management Division**

**608 East Boulevard Avenue**

**Bismarck, ND 58505-0700**

**AIRCRAFT MAINTENANCE SERVICE RFP 905-16-18-050**

tel: **701.223.4754** fax: 701.222.6508 Fltline fax: 701.223.9566 Office  
2301 University Dr. Bldg 53 Bismarck, ND 58504 **bismarckaero.com**



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  - Flight Safety International Training Certificates
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## 5.02 Introduction

### Company History

Bismarck Aero Center Corporation (BAC) was first founded in 1990 as the family owned Aircraft Management Services. At the time, BAC started out focusing on providing contract Pilot Services and Flight Instruction. Over the history of the organization, services expanded to include a Maintenance and Avionics Part 145 Repair station, aircraft storage, and a 24/7 Full Service FBO.

As the company grew, a trustworthy reputation in the aviation industry was established. Our services started to expand and help us better serve the people we count on, our customer. Over the past 5 years, our focus has been primarily on organizational development as BAC transitions from the company founders, to the next generation of leaders in the business. It is our intent to continue to honor the heritage of our industry, while allowing BAC to adapt to changing times.

Over the years, our physical footprint has grown to include facilities at both the Bismarck and Mandan Airports including four office facilities and ten hangar facilities nearing 100,000 sq. ft. BAC employs approximately 40 hardworking folks that are dedicated to their work as professionals in the aviation industry. Our staff has earned a great reputation of being committed to the satisfaction of our customers through timely execution and quality work.

In 2017, BAC was named one of the 50 best places to work in the upper Midwest by Prairie Business Magazine for the fourth straight year in a row. Our philosophy is to take care of our working culture, and by making BAC a better place to work, our customer base receives a better experience.

We believe in being a great steward of the Bismarck/Mandan community. Over the last twelve months alone, we have been pleased to support the following activities: 5<sup>th</sup> Grade Aviation Career Day, EAA Young Eagles Flights, Scottish Rite Speech Therapy Center for Children, The GOD'S CHILD PROJECT, Make a Wish Foundation, Wreaths Across America, Mandan Hockey Club and the Dakota Zoo. Annually, our organization hosts three marquee events; September Pancake Breakfast at the Bismarck Airport (1,200 in attendance), 5<sup>th</sup> Grade Aviation Career Day (900 in attendance), October Props & Hops at the Mandan Airport (300 in attendance).

### Offeror's Firm

Bismarck Aero Center Corporation (formerly Aircraft Management Services)  
2301 University Dr. Bldg. 53  
Bismarck, ND 58504

### RFP Contact Person and Address

Jon Simmers  
2301 University Dr. Bldg. 53  
Bismarck, ND 58504  
701-223-4754 (w)  
701-400-8643 (c)  
[jons@bismarckaero.com](mailto:jons@bismarckaero.com)

### Maintenance Accountability Person and Address

Howard Burns  
2301 University Dr. Bldg. 53  
Bismarck, ND 58504  
701-223-4754 (w)  
701-400-5075 (c)  
[howardb@bismarckaero.com](mailto:howardb@bismarckaero.com)

North Dakota Approved Vendor/Bidding Number – B000000656

### Compliance and Conflict of Interest Statement

Our organization has reviewed the contents of RFP 905-16-18-050 in its entirety and confirms that we are able to comply with all provisions outlined in this document. Furthermore, we do not detect a possible conflict of interest between Bismarck Aero Center and the NDDOT.

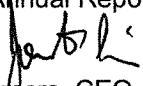
### Tax Payer Identification

Federal: 45-0417400

State: 16808600

### Binding Signature by Company Officer

It is understood that this binding signature will comply with all contents of the RFP.  
(See Domestic Annual Report for proof of signature authorization located in Cost Proposal section.)



Jonathan P. Simmers, CEO, Treasurer/Secretary

### **5.03 Scope of Work, Etc. & Company Viability**

#### **Statements of Understanding**

The purpose of providing aircraft maintenance and avionics services to the NDDOT is to enhance the safe transport of highway personnel, various state agencies, state leaders, state dignitaries, as well as our Chief Magistrate and Governor to access all regions of North Dakota. Ultimately, access to all regions of North Dakota by various state agencies greatly enhances the quality of life for all North Dakota residents and businesses.

In reference to section one of the RFP, we recognize that as a potential "contractor," we must continue to fully comply with applicable federal, state, and local laws, rules, regulations, and policies. We have reviewed the definitions in section 1.15 and our organization will continue to operate within the integrity required by all governing laws required to operate a business in Bismarck, ND.

We agree to the terms of section three and General Contract Information in the RFP. We understand that the contract period will begin on October 1, 2018 and end on September 30, 2020 with the potential for four, 24-month renewal periods if agreeable by both parties (not to exceed 120 months total). It is recognized that if awarded, the contract does not automatically renew for the extended 24 months and Contractor must notify the State with the interest in renewing.

BAC understands that the nature of the contract is for time and materials with firm pricing for the first 12 months of the contract and will adhere to the annual processes required for negotiation as outlined in the RFP.

Given our current and prior knowledge of the NDDOT Aircraft Maintenance Service Contract, we feel that we have a solid understanding of what is required as a Contractor and do not have any objections to the contract provisions as set out in the contents of the RFP or Sample Contract 7.12. Furthermore, we do not have any pertinent issues or potential problems related to the service.

We recognize the potential of contract changes as the need for the NDDOT aircraft fleet evolves and will do our part in responding appropriately should that need arise. We have reviewed the Risk Management portions of the RFP and will meet or exceed the requirements of this section (see appendix section for full details). In addition, we recognize the State's tax-exempt status. (Please note that we do not intend to provide pilots for "air testing" flights.)

Through continued review of section three of the RFP, it is apparent that all payment must follow the appropriate procedures including approval through the NDDOT Aircraft Maintenance Manager. It is recognized that this Contract associated with NDDOT Aircraft Maintenance Services will be contingent upon continued legislative appropriations. Standard payment terms with the NDDOT are normally within 30 days after receipt and prepayment for services is allowed only under extraordinary circumstances.

It is recognized in advance that all personnel changes for key Technicians associated with the Contract must first be approved by the NDDOT Aircraft Maintenance Manager. Furthermore, BAC welcomes a site inspection at any time, as any service inspection of our facility will allow a forum for feedback that will only enhance our operations and the safety of our customers.

It is recognized that the State may conduct background investigations of the successful offeror. One of the advantages of working with BAC is that we utilize an independent firm to conduct background investigations on all employees prior to hire. This company policy provides an extra level of protection to ensure that BAC hires reputable personnel without violent or criminal history.

BAC does not anticipate any disputes or failure to comply with the State. That being said, we agree that all disputes should be handled under the laws of the State of North Dakota. We recognize that we are acting as an independent entity from the State of North Dakota and that our contract may not be assigned or transferred to any other parties. We also recognize that portions of this contract are subject to the North Dakota Open Records Laws.

In review of section four, it is recognized that 100 points total will be used to evaluate the seven different criteria required to respond to RFP 905-16-18-050. Our responses in these areas will be outlined in the following sections. In addition, we acknowledge the grading criteria along with the processes and procedures of the RFP evaluation processes as outlined in sections six and seven.

#### **Capabilities**

Bismarck Aero Center is capable of handling the general aircraft maintenance and avionics services that are required to safely operate the King Air and Caravan fleet of aircraft. Our services are conducted under the structure of our FAA

issued 145 Repair Station for both maintenance and avionics services (see Appendix A for Certificate and Operations Specifications) include and are not limited to the following:

- Airframe and Phase Inspections.
- Major and Minor Repairs.
- Powerplant and Hot Section Inspections.
- Borescope Inspections.
- Avionics Installation, Troubleshooting, Repair.
- Pitot Static and Transponder Certifications (FAR 91.411/91.413).
- Garmin Approved Avionics Sales, Service, and Warranty Vendor.
- Coordinating and leveraging pricing discounts for third party suppliers and specialty services.
- Approved Avionics Sales, Service, and Warranty Vendor for, DAC International, Bose, Aspen Avionics, S-Tec, Avidyne, PS Engineering, Light Speed, L-3 Communications, David Clark, Sandel and Flight Display Systems.
- See FAA Approved Avionics & Maintenance Capabilities List in Appendix A.
- See section 2.04 for Methodology and Management Plan and Appendix A for an illustration of our Management and Service Plan Flow Chart.
- Engine Calibration and Rigging.
- Pressurization Checks.
- Propeller Maintenance and Repair.
- Landing Gear Inspection & Overhaul.
- Battery and other component Inspections.
- General Preventative Maintenance inspections and associated repairs.
- Interior Replacement and Repair.
- Other Airframe and Powerplant troubleshooting, repairs and inspections as needed.

### **2.01 Scope of Work**

We recognize as outlined in section 2.01 of the RFP that the NDDOT is planning to engage in a contract for Aircraft Maintenance Services for a 2010 Cessna Caravan 208 (N228ND), a 1998 King Air B200 Beechcraft (N200ND) and a 1998 King Air B200 Beechcraft (N202ND).

### **2.02 Location of Work and Billing Address**

The RFP indicates that the aircraft are generally located within Hangar 45 at the Bismarck Municipal Airport. We are comfortable conducting major and minor aircraft maintenance services and repair as coordinated with the Maintenance Manager within Hangar 45.

### **2.03 Organizational Structure and Employee Turnover**

Bismarck Aero Center intends to utilize the talents of the following employees as the key personnel assigned to service the NDDOT Aircraft Maintenance Contract. The appendix section will also outline our bench strength beyond our key personnel list.

#### **Key Contract Personnel:**

- Howard Burns Jr. – Director of Maintenance & Avionics
  - Contract duties include Contract Accountable Person, providing direction of all Maintenance and Avionics Personnel and will conduct final review of all BAC paperwork including AD research, invoices, log entries, and etc. Beechcraft King Air B200 Maintenance Technician and IA, ultimately responsible for compliance to FAR Part 43.9 and 91.417 (a) (1) (2).
  - Credentials Include A&P, IA, Factory Authorized Beechcraft King Air B200 Training, over 30 years in General Aviation, 14 years of servicing NDDOT aircraft fleet, and Cessna Caravan experience, 2009 North Dakota Aircraft Mechanic of the year, member of Vistage International, ND Army National Guard Veteran. Employed at BAC since 2003.
- Erik Peterson – Lead Maintenance Technician
  - Contract duties may include daily scheduling of all incoming aircraft and assigning daily tasks to all maintenance personnel. Will also assist Maintenance Technicians as needed and serve as backup to Director of Maintenance.
  - Credentials include A&P, IA, B.S. degree Aviation Systems Management, A.A.S., Private Pilot, FAA Ruby Award Recipient, Environmental and Health Safety Experience, over 18 years in aviation. Employed at BAC since 2011.
- Mike Aarestad – Maintenance Supervisor, Co-Owner, Vice President
  - Contract duties include Cessna Caravan maintenance and inspections, IA and technical guidance.
  - Credentials include, A&P, IA, Factory Authorized Cessna Caravan 208 Training, over 45 years of Aviation Experience, over 35 years of NDDOT aircraft maintenance experience, significant Beechcraft King Air and Cessna Caravan maintenance experience, Private Pilot, 1988 North Dakota Aircraft Mechanic of the

Year, Past FAA FFAST Team Maintenance Counselor, trained numerous Maintenance Technicians across the state of ND, Co-Owner of BAC since 2002.

- Kris Hexom – Lead Avionics Technician
  - Contract duties include primary avionics point of contact and will perform majority of Technician functions. Also provides leadership and daily direction to avionics personnel.
  - Credentials include FCC License, Repairman's Certificate, A.A.S. degree in Aviation Electronics, A.A.S Degree in Electronic Technology, multiple Garmin avionics training seminars including G1000 and GFC 700 Autopilot, over 18 years of Avionics Experience including King Air G1000 and GFC 700 Autopilots, Annual Aviation Electronics Association Training. Employed at BAC since 2014.
- Mark McCann – Sr. Maintenance Technician
  - Contract duties include Lead Cessna Caravan 208 Maintenance Technician, IA, repairs and inspections.
  - Credentials include A&P, IA, Factory Authorized Cessna Caravan Training, nearly 40 years in aviation, Private Pilot, 2006 North Dakota Aircraft Mechanic of the Year, vast experience with King Air and Caravan with a specialty in twin engine Cessna aircraft. Employed at BAC since 2010.
- Bradley Church- Maintenance Technician
  - Contract duties include Beechcraft King Air B200 Maintenance Technician, repairs and inspections.
  - Credentials include A&P, Factory Authorized Beechcraft King Air B200 Training, over 5 years in aviation Private Pilot, Bachelors of Technology, Andrews University, Previous Cessna 208 Caravan Experience. Employed at BAC since 2016. (IA Pending 2019)
- Christian Roberts – Part Time Maintenance Technician
  - Contract duties include Beechcraft King Air B200 Maintenance Technician, repairs and inspections.
  - Credentials include A&P, Factory Authorized Beechcraft King Air B200 Training, over 8 years in aviation, Employed at BAC since 2014.
- John Martin – Sr. Maintenance & Avionics Technician
  - Contract duties include Avionics Technician for installation, troubleshooting, repairs, and providing technical guidance.
  - Credentials include A&P, IA, FCC License, A.A.S. Avionics Technology, Annual Aviation Electronics Association Training, Various Garmin avionics training seminars, former Repair Station owner, Multi-Engine Pilot, over 45 years in aviation, PT6 and Caravan experience, U.S. Air Force Veteran. Employed at BAC since 2013.
- Scott Yantzer – Aircraft Parts Manager
  - Contract duties include procuring and inspecting all incoming parts as well as handling all work order invoicing. Responsible to conduct cost benefit analysis on parts options and process warranty claims.
  - Credentials include Repairman's Certificate, and nearly 20 years of aviation parts experience. Employed at BAC since 2013.
- Nicolette Derosier – Technical Research Specialist/Office Communications
  - Contract duties include process improvements, AD Research, log entries and enhance adherence to FAR Part 43.9 and 91.417 (a) (1) (2).
  - Credentials include B.S. Communications and Public Relations, Strong Aviation Heritage. Employed at BAC Since 2013.
- Jon Simmers – CEO
  - Contract duties include RFP response, contract oversight, staffing.
  - Credentials include MBA, 3<sup>rd</sup> generation Private Pilot, succession planning and forward vision for BAC, employee development, member of Vistage International, aviation industry advocate leader, and community involvement. Employed at BAC since 2006.

See Appendix B for Organizational Chart that identifies lines of authority. In addition, a full resume along with copies of licenses and pertinent training certificates for all key personnel is located in Appendix B.

Since 2014, we have hired 5 personnel that have been directly involved with our maintenance and avionics department located in Bismarck (not including our internship program). Specific positions include Avionics Technicians, Maintenance Technicians, and Technical Research Specialist. The vast majority of our openings within our maintenance and avionics department are due to organizational growth and the development of our succession plan. That being said, three of our openings have been as a result of turnover. The following hires have left employment since 2014:

- Maintenance Technician, hired 4/2008, terminated 3/2016, reason for leaving included a rare opportunity for this individual to run their own shop. The position was carefully backfilled in two months through our networking contacts.

- Maintenance Technician, hired 5/2014, terminated 4/2018, reason for leaving includes a rare opportunity to run the family farm. This individual provided a 8 month notice, and as a result, the position was filled prior to the termination date. This individual is still available to help out part time as needed.
- Technical Research Specialist – hired 4/2014 terminated 9/15, This position in many cases is designed as a transitional position in the Aviation Industry. The personnel that were occupying this position during this time left for significant career advancement. One specialist was waiting for the FAA to call them up for an ATC opportunity and the other specialist was on standby for deployment.. The position was backfilled internally in 2015.

Although we have experienced some turnover in our maintenance department, we take great pride in our ability to train and encourage Technicians to improve their capabilities. We have developed a track record of being the employer of choice as an organization that does a great job at attracting talent and helping them move up within the industry. Evidence of this is through our regional recognition of being one of the 50 Best Places to Work.

## **2.04 Management and Service Plan**

In the following sections, we intend to convey to the evaluation committee that Bismarck Aero Center is fully proficient in the maintenance and service of NDDOT aircraft. Our experienced leadership and technical staff have previous experience with Beechcraft King Air and Cessna Caravan model aircraft. Specifically, Bismarck Aero Center has been the primary maintenance provider for King Air N200ND since approximately 2003 and to N202ND and N228ND since acquired by the NDDOT. In 2018 alone, we have provided Garmin and other avionics installations to a fleet of over 20 Cessna Caravan aircraft. At the time this proposal was written, we have two technicians deployed to Hawaii to conduct avionics services to a fleet of Cessna Caravans. We are confident, through the following illustrations, that we meet or exceed the minimum prior experience and education requirements of this RFP. (Review Section 5.04 for examples of similar make and model experience.)

We have found in our experience that consistent methods of doing business help reduce mistakes. Please review Appendix A for our Management and Service Plan Flow Chart with respect to how we intend to conduct maintenance operations with consistency as it relates to the RFP and the Aircraft Maintenance Services contract with the NDDOT.

### **Service and Methodology**

The following is BAC's methodology in ensuring that the deliverables described in the RFP are executed. The accompanying flowchart located in Appendix A is presented in an effort to illustrate the narrative below.

- Request is sent to BAC Director of Maintenance from NDDOT Flight Department or Maintenance Manager.
- A qualified, Factory Authorized Technician is assigned to the request.
- Assigned Technician will go over to the location of the NDDOT aircraft to assess the requested issue.
- The Technician works to troubleshoot the maintenance request and will consult frequently with BAC's Director of Maintenance and the NDDOT's Maintenance Manager.
- After the assessment process is completed and discussed with the NDDOT Maintenance Manager, plans for repair including ordering required replacement of parts will be executed. At that time the Technician, Director of Maintenance, and NDDOT Maintenance Manager will determine the Airworthiness of the airplane.
- Prior to proceeding with any repairs to said aircraft, the NDDOT Maintenance Manager will approve any further action plans.
- BAC has an internal policy that requires a qualified secondary inspection for any maintenance involving a control surface or engine controls. All maintenance performed on NDDOT aircraft will be inspected by a Factory Authorized Technician with Inspection Authorization authority unless:
  - At the NDDOT's discretion preventative maintenance during call-outs may be signed off by NDDOT Pilots in place of 2<sup>nd</sup> Technician.
- Once the aircraft is repaired, the assigned Technician will complete a logbook sticker signoff approving the aircraft for return to service.
- Once the aircraft is approved to return to service, the Director of Maintenance, Technician, or other designee will contact the NDDOT Flight Department or Maintenance Manager verbally to inform them that the maintenance has been completed.
- Per request, BAC Technician will accompany NDDOT Flight Crew to perform maintenance acceptance flight.
- Although the log entry is complete at this point, the completed work order will need to be sent off for internal data entry during business hours. Once the data entry has been completed, final billing in the form of a completed work order will be sent direct to the NDDOT Maintenance Manager.
- All discrepancies will be handled between the NDDOT Maintenance Manager and the BAC Director of Maintenance unless a call out situation requires an approved deviation. During personnel absences it is an

assumption that temporary representatives may be assigned in place of the NDDOT Maintenance Manager and the BAC Director or Maintenance. Regardless of personnel involved in performing and administering AIRCRAFT MAINTENANCE SERVICE, the NDDOT Maintenance Manager and BAC Director of Maintenance will always be made aware of maintenance performed and corrective actions taken.

- The Director of Maintenance will ultimately be accountable for all maintenance conducted by BAC on NDDOT aircraft.
- Please note that all BAC Maintenance and Avionics Technicians are on a DOT drug program as required by FAA Part 121 and Part 135. This approved drug plan is managed by an outside firm from Grand Forks, ND (Global Safety Network) that specializes in DOT approved drug programs.
- See Management and Service Plan Flow Chart in Appendix A.
- See Organizational Chart in Appendix B for lines of accountability.

#### **Acknowledgement of Maintenance Service Conditions**

We are confident in our ability to comply with the Maintenance Service Conditions as outlined in section 2.04, 1-15 of the RFP. Bismarck Aero Center is at the ready to respond to NDDOT maintenance and avionics requests in a timely manner and to ensure all work is conducted with all FAA regulations. We want to promote transparency through the monthly summaries, random audits, and detailed work orders and log entries. We have provided a comprehensive response to section 2.04, 1-15 in Appendix A.

#### **2.05 Tools, Equipment, Parts, Third Party Suppliers, & Shipping**

BAC intends to provide all required tooling to meet the needs of this RFP. Our FAA Repair Station Operations Specs requires that we conduct all maintenance activities with the proper tooling. Required tooling if itemized would exceed well over 500 different tools, maintenance manuals and unique pieces of equipment. Specifically, BAC will provide the following equipment as requested in the RFP:

1. BAC will supply the required calibrated equipment to conduct pitot-static checks.
2. Pressurization Checks – Although rented, the equipment is located locally and is available on a moments notice.
3. BAC will supply a suitable borescope and required guide tubes per Pratt and Whitney specifications.
4. BAC will supply all airframe and engine maintenance, and parts manuals.

We have realized that the benefit of having a full time Aircraft Parts Manager is to ensure that we conduct our parts sourcing with reputable companies that can provide airworthy components in compliance with FAA standards. To ensure that our parts sourcing meets all NDDOT Flight Operations Manual and RFP requirements, we will coordinate the use of form 7.10 for third party suppliers with NDDOT Maintenance Manager. BAC Aircraft Parts Manager does have a FAA Repairman's Certificate and is qualified to inspect all incoming parts prior to releasing them to the Maintenance and Avionics Technicians. This provides a second set of eyes for incoming inspections. Once the Technician receives the part, they will once again inspect the part for airworthiness conditions prior to installation or performing further repairs to aircraft.

An additional advantage of having a dedicated Aircraft Parts Manager is to help identify the optimal solution for the NDDOT. With nearly 20 years of experience sourcing, pricing, and developing relationships with industry vendors, our Parts Manager has the ability to find and apply parts discounts that will ultimately be an advantage to the NDDOT. In many instances, a decision needs to be made between sourcing different parts suppliers and comparing the option of overhauled components. Our BAC Aircraft Parts Manager will discuss with the BAC Maintenance Technician and NDDOT Maintenance Manager the pros and cons of each option, as they are available. Sourcing different options takes into consideration price, quality, availability, reputation, shipping, warranty and etc. Lastly, a dedicated Aircraft Parts Manager will provide customer advocacy support with suppliers with respect to pricing, tracking, and warranty issues that will directly benefit the NDDOT.

Parts pricing will be outlined within the contents of section 5.06 and 7.05 of the Cost Proposal. All freight costs will be passed on at cost.

In addition, to receiving raw materials and parts, BAC has a calibrated tool and test equipment list that shows our annual calibration date in May of each year. This calibration list meets the requirements of all annual Airline Maintenance Contract Audits and our processes as outlined by our FAA approved Part 145 Repair Station.

## **2.08 Cost Proposal and Definition of "Hourly Rate"**

See Section 5.06 and sealed envelope labeled cost proposal 7.05 for "Hourly Rates."

### **Company Viability**

Bismarck Aero Center has been the primary Aircraft Maintenance Service provider to the NDDOT for nearly 15 years. We are confident that our track record in serving the NDDOT is a positive indication of our organization's viability. A Section Entitled Company Viability will be submitted within the cost proposal and will be labeled "Proprietary and Confidential." This section will include the required contents including our tax history, company financial information and contact information for our CPA firm.

In addition, it is important to recognize our strong relationship that has been developed with the City of Bismarck and the Bismarck Airport. This positive relationship has been solidified through our strict adherence to Bismarck Airport Minimum Standards, positive community outreach programs, industry advocacy involvement and youth programs. Evidence of this solid relationship is highlighted by the continued support of the Bismarck Airport in the recent expansions of Hangar 6 and the remodeling of our FBO facility.

We would like to certify that there are no judgments against or existing conditions that could have a potential financial reversal for Bismarck Aero Center and associated companies. Bismarck Aero Center and associated companies have not received any FAA fines in the last 24 months and are not currently under any associated investigations.

## **5.04 Experience, Qualifications, Subcontractor(s), References**

Attached in Appendix B is a clear organization chart of Bismarck Aero Center's Maintenance and Avionics Department along with a separate organizational chart that outlines the depth of the entire organization. The designated accountable person for conducting maintenance operations in accordance with this RFP will be Howard Burns, Director of Maintenance and Avionics.

### **Similar Service Contracts**

Our references should provide a great indication of the depth of services that we provide and the different variety of General Aviation customers that our organization serves. You will notice three reference letters from organizations with similar service contracts that parallel the NDDOT. If the evaluation committee has the need to contact our references, they will have the luxury of visiting with three gentlemen that have high safety standards and minimal tolerance for time delays. We are confident that the evaluation committee will find significant parallels between the missions of these three organizations in comparison to the mission of the NDDOT.

Our organization also has service contracts with other government entities such as the U.S. Air Force Civil Air Patrol and the U.S. Fish and Wildlife Service. Each organization has a unique method of conducting invoicing and safety documentation associated with their respective aircraft fleets that are unique to their specific government agency. If you choose to conduct reference checks with these folks, you will find a great track record with respect to quality, timeliness and legal documentation to return the aircraft back to service.

With respect to call out response times and return to service paperwork, there is no one more demanding than the Commercial Airlines and the freight haulers. Bismarck Aero Center has clearly become the maintenance provider of choice for these two industries as we have the culture that demands a quick response time and ensuring the paperwork is done right. BAC has service agreements with Delta Airlines, Endeavor Airlines, Frontier Airlines, SkyWest Airlines and Allegiant Airlines. The majority of service required by airline customers is generally on a "call out" basis. As a requirement of the airline's tight scheduling constraints, BAC has been able demonstrate an ability to respond to service calls in a timely manner.

Currently, BAC is also engaged in service agreements for avionics and/or maintenance with the following similar makes and models:

- Fleet of Beechcraft King Air, Bismarck, ND
- Beechcraft King Air, Fargo, ND
- NDDOT Beechcraft King Air B200 (2)
- NDDOT Cessna Caravan 208
- Cessna Caravan 208, Basin Electric Power Cooperative
- Cessna Caravan 208 Fleet, Billings, MT
- 500-560 Series Citation, Bismarck, Dickinson, Minot
- United States Air Force, Civil Air Patrol, G1000, ND
- Cessna 441 Conquest, Bismarck, ND
- Epic (PT-6), Bismarck, ND
- Lancair (PT-6), Bismarck, ND
- Pilatus, Grand Forks, ND
- Beechcraft 400A, Bismarck, ND
- Beechcraft Premier, Bismarck, ND
- Cessna CJ4, Bismarck, ND
- Twin Cabin Class Makes, Bismarck, ND

## **2.06 Experience, Qualifications, Subcontractor(s), References**

### **Summary of Ratings, Certificates, FAA Licenses and Assigned Personnel**

Included in section 2.03 is a summary of ratings, certificates, and FAA licenses for each Aircraft Maintenance and Avionics Technician that will be primarily involved with the NDDOT Contract. See Appendix B for the Organizational Chart that identifies lines of authority. In addition, a full resume along with copies of licenses and pertinent training certificates for all key personnel are located in Appendix B.

It is recognized that all training and recertification documentation or roster changes must be submitted to and approved by the NDDOT Maintenance Manager. At this time, BAC has all required licenses and certifications required to provide aircraft maintenance and avionics services at the Bismarck Airport.

### **Subcontractor**

BAC does not intend to utilize outside Subcontractors for general aviation maintenance repair services. In the event where an outside Subcontractor is required for general or specialty services, pre-approval through the NDDOT Maintenance Manager will be received in accordance with the terms of this RFP.

### **References**

The following three References have received similar services to those required by this RFP and have graciously agreed to provide letters of support and be readily available should a member of the evaluation committee need further discussion:

Fred Zeeb  
President  
Bismarck Air Medical  
2940 N 19<sup>th</sup> St.  
Bismarck, ND 58503  
[fzeeb@maas-nd.com](mailto:fzeeb@maas-nd.com)  
701-220-6969

Wes Smith  
Director of Maintenance  
Corporate Air  
101 S 24<sup>th</sup> St. W  
Billings, MT 59102  
[smithw@corporateair.net](mailto:smithw@corporateair.net)  
406-247-3131

Bill Marion  
Practice Administrator  
Dakota Eye Institute  
200 S. 5<sup>th</sup> St.  
Bismarck, ND 58504  
[bmarion@dakotaeye.com](mailto:bmarion@dakotaeye.com)  
701-222-3937

Similar Service includes G 1000/Garmin avionics, quick turnaround requirements, multiple aircraft fleets, pilot flight departments, Beechcraft King Air B200 airframe, Cessna Caravan 208 airframe, and custom service delivery methods. References have provided letters of recommendation that are included in the appendix section, all of which are prepared to receive a reference phone call from the NDDOT should the need arise.

## **5.05 Quality Assurance**

BAC assures compliance with all applicable government and safety requirements through our Management and Service Plan, Quality Assurance procedures, Part 145 Repair Station procedures, FAA Repair Station Oversight, and maintaining a library of pertinent hard copy and electronic publications containing updated regulations and maintenance procedures. This library includes but is not limited to maintenance manuals, airworthiness directives, service bulletins, published maintenance checklists, and a subscription to Aircraft Technical Publications that provides us with up to date maintenance procedures. During aircraft inspections, our Technicians review these manuals and procedures in accordance with federal mandates. Ultimately, our Director of Maintenance is accountable for quality assurance and compliance.

## **2.07 Quality Assurance**

In 2017, Bismarck Aero Center increased the oversight of our maintenance department by expanded our Repair Station ratings to include class airframe and powerplant authority. Our organization has a track record of zero recordable incidents with respect to quality of workmanship over the past 15 years. The culture in our maintenance and avionics department fosters open and objective line of questioning between all personnel at all levels of the organization. Questioning with respect to safety and quality is not restricted to top down hierarchy. This culture allows the most jr. technicians to inquire about the safety of a finished project of our most sr. personnel

We have a strict policy that requires all Technicians to get an inspector involved as an additional set of eyes when it comes to flight controls, engine controls, landing gear and any other maintenance items that are critical to the safety of flight. Our professional maintenance and avionics department recognizes that there is zero tolerance for error when it comes to aircraft safety.

During his tenure as Director of Maintenance and Avionics, Mr. Burns has developed a solid relationship of trust and transparency with the Fargo FAA Flight Standards District Office (FSDO). During his experience working with the FSDO,

Mr. Burns has honed his skills with respect to ensuring compliance with FAA Regulations. In 2017, Howard led the BAC team through the transition of adding our aircraft maintenance operations to our 145 Repair Station capabilities. This transition required many intense hours working along side the FAA and our the staff at BAC as the Repair Station manual was completely overhauled during this transition.

In 2014, Bismarck Aero Center developed a new position of Technical Research Specialist. This person's role (under the direct supervision of the Director of Maintenance) is to focus on A.D. research, work order entries, log entries, and any additional technical research that may be required to ensure the safe and legal documentation that allows an aircraft to be returned to service after maintenance inspections and repairs have been conducted. In addition to the paperwork side, a second qualified A&P, IA will inspect the work completed by the primary Maintenance Technician.

As discussed in section 2.05, all incoming parts will have a thorough inspection by at least three qualified personnel. First, our experienced Parts Manager (possessing an FAA Repairman's License) will inspect the incoming parts prior to delivery to the Maintenance Technician. Second, the Maintenance Technician will re-inspect the part prior to installation. Third, once the installation is complete, a Second Maintenance Technician with Inspection Authorization (IA) will inspect the final work that was performed.

Bismarck Aero Center is proposing to have two full time Factory Authorized Trained Cessna Caravan 208 Maintenance Technicians (an additional Technician will be sent to Caravan training in 2019) and two separate full time Factory Authorized Trained Beechcraft King Air B200 Maintenance Technicians dedicated to serve the NDDOT (with a third on a part-time basis). These four primary Technicians are backed up by a department of experienced professionals with a combined depth of over 170 years of aviation experience. This Section 2.06 lists the Technicians that will be listed as the primary Maintenance Technicians that will serve the needs of the NDDOT aircraft fleet (certificates of completion are included in the appendix).

- Howard Burns, A&P, IA, Factory Authorized King Air B200 Training
- Bradley Church, A&P, Factory Authorized King Air B200 Training (IA Pending 2019)
- Mark McCann, A&P, IA Factory Authorized Cessna Caravan 208 Training
- Mike Aarestad, A&P, IA Factory Authorized Cessna Caravan 208 Training

Unless approved by NDDOT Maintenance Manager, In each instance, the work will be performed by one Factory Authorized trained A&P Maintenance Technician and inspected by an additional Factory Authorized trained A&P/IA Maintenance Technician. The final log entry will be signed by the inspecting Maintenance Technician in accordance with FAR Part 43.9 and 91.417 (a) (1) (2). See work flow chart in Appendix A for a visual of how the maintenance services and paperwork will be completed.

We have made the investment in annual training with Flight Safety International. In addition, we intend to provide the time and expenses required for each Maintenance Technician with an IA to attend workshops that allow them to keep their IA current. BAC has been recognize for our commitment to continuous Technician training by receiving the FAA Diamond Training Award for four consecutive years in a row.

It is proposed that the avionics maintenance services will be handled in parallel to the maintenance services as outlined above. Once the designated Avionics Technician completes the work, a qualified and FAA approved Repair Station Inspector or IA will inspect the work, complete the log entry and return the aircraft back to service through completion of all required paperwork. Paperwork and duties performed will be completed in compliance with FAR Part 43.9, 91.417 (a) (1) (2) and Bismarck Aero Center Repair Station Manual procedures. The final paperwork will be reviewed the by the Director of Maintenance and Avionics. In addition to the four Maintenance Technicians designated to serve the NDDOT aircraft fleet, BAC will recommend the following as the primary Avionics Technicians that are included in an Avionics Department that has a combined experience of over 85 years (certificates of completion and are included in Appendix B):

- Kris Hexom, Repairman's Certificate, Garmin Factory G1000 and GFC700 Autopilot training
- John Martin, A&P, IA, Repairman's Certificate, Factory Garmin Avionics Training

Kris will continue to attend Aircraft Electronics Association's annual convention. The convention highlights technology updates and associated installation, troubleshooting, and repair techniques. As a Garmin Avionics, Sales, Service, Installation and Warranty Vendor, BAC is privileged to participate in significant training opportunities during this annual training event. Garmin training opportunities include and are not limited to technology breakthroughs, troubleshooting techniques, and model specific training including G1000 and GFC 700 recurrent training.

In some cases, we recognize that it may be more efficient for the NDDOT Maintenance Manager to conduct maintenance functions. In these instances, BAC will inspect the work completed by the NDDOT Maintenance Manager to ensure that

all quality and safety standards are met. In order to perform the inspection function, a work order from BAC will be required as a secondary form of documentation that services were performed.

As a final level of protection toward safety and quality assurance, every single employee at Bismarck Aero Center is on a qualified drug program. Our drug program includes pre-employment, random, and reasonable suspicion testing. Each Maintenance and Avionics Technician is on a FAA approved DOT drug program that is subject to audit every three years. Our past four audits have been completed without penalty and without infraction.

#### Work Order & Log Book Sign-off Requirements/FAR Part 43.9 and 91.417 Requirements

All Work Orders submitted to the NDDOT will contain all pertinent information as stated on the Log Book entry for services performed to aircraft. Maintenance activity conducted on the King Airs and Caravan will be completed by a Factory Trained A&P Licensed Technician. All Maintenance will be inspected by a qualified A&P Licensed Technician that holds a FAA Inspection Authorization Certificate.

Our safety mission is to perform all aircraft maintenance activities with regard for the highest level of safety and in accordance with all applicable governmental regulations. This safety focus reminds us that the work is not completed until all log entries, work orders and associated paperwork have been finalized in accordance with FAR 43.9 and 91.417 (a) (1) (2). As a result, the aircraft may not be flown until all Log Book entries have been finalized in accordance with Federal Aviation Regulations.

We recognize that it is our responsibility to make all documentation seamless for the NDDOT and, that as the Operator, it is imperative that the NDDOT maintains their documents in accordance with FAR Part 91.417. As a result, we recognize that it is in the best interest of the NDDOT if BAC is capable of ensuring that all documentation meets the requirements of FAR Part 91.417 (a) (1) (2).

FAR Part 43.11 refers to inspection only. Both Federal Aviation Regulations are similar in content, and BAC Technicians rehearse these differences regularly through periodic FAA training. These log book entries are processed and finished before the aircraft is flown. The Log Book entry is the "approval for return to service" as in FAR Part 43.9 (4).

The pilot "returns the aircraft to service." FAR 91.417 (a) (1) (2) describes what the Operator's responsibilities are with respect to operations and return to service. This information parallels Log Book entries required by FAR 43.9 and 43.11.

## **5.06 Cost Proposal**

### **2.08 Cost Proposal and Definition of "Hourly Rate"**

It is recognized that administrative fees, mark up on freight, or shop supplies as a variable to labor are not acceptable within the guidelines of RFP 905-16-18-050 and will not be charged to the NDDOT. Hourly rates listed in U.S. currency will apply in the following manner:

1. BAC will bill the hourly rate for actual time spent by the Technician with regard to maintenance and avionics activities associated with inspections, repairs, or installations. Given BAC is located on the same airport as the NDDOT leased hangar, billing an hourly rate for travel from an off-site location will not be considered in the hourly rate.
2. It is anticipated that any work completed away from the NDDOT hangar would be under extenuating circumstances and would be more than likely at a remote airport away from Bismarck, ND. As a result, any service work performed at the Bismarck Airport will not be eligible for reimbursement for Technician travel time or aircraft relocation. If services are required under extenuating circumstances at a remote airport, all travel expenses will be pre-approved by the NDDOT Maintenance Manager. If extenuating circumstances apply, BAC policy is to charge mileage as well as lodging and meals at cost.

BAC does not intend to request a rate increase within the first 12 months of the contract. All hourly rates and invoices assume net 30-day payment terms. Prompt Pay discounts will be considered after a payment history with the NDDOT is established. If average payments are made within 15 days, a 1% discount will be offered. From an administrative standpoint, it becomes too cumbersome to issue a discount on an invoice by invoice basis. As a result, a track record must be established and the average benchmark discount can be applied to all NDDOT work orders. On the reverse, if a track record of late payment beyond 30 days is established, Bismarck Aero Center may assess late payment fees in the form of accumulated interest. Additional hourly rate discounts can be explored if the NDDOT is interested in discussing Jet A fuel purchases with Bismarck Aero Center (this is outside of the scope of the current RFP).

See sealed envelope labeled Cost Proposal 7.05 for Hourly Rates.



Appendix A-

- Management and Service Plan Flow Chart
- Comprehensive Response to Maintenance Service Conditions (2.04)
- Repair Station Certificate
- Repair Station Operations Specifications

## Management and Service Plan Flow Chart



NDDOT communicates request to BAC Director of Maintenance (DOM).

Director of Maintenance assigns a qualified technician to the request.

Assigned Technician will go over to the location of aircraft to assess the requested issue.

BAC Technician will troubleshoot and communicate progress with the NDDOT Maintenance Manager and DOM.

Execution for maintenance repair plan will be discussed and airworthiness of the aircraft will be determined by the Technician, NDDOT Maintenance Manager, and DOM.

NDDOT Maintenance Manager will authorize maintenance repair plan.

Qualified Technician will proceed with the required repairs. Parts Manager will supply or order parts as required.

Qualified Technician will "sign off" on the maintenance work order form describing the required repairs.

2nd qualified Technician (IA) will check over work and "sign off" on required repairs using work order form.

At the NDDOT's discretion, Preventative Maintenance during call-outs may be signed off by NDDOT Pilots or Maintenance Manager in place

Assigned qualified Technician will complete a logbook sticker signoff and approve the aircraft for return to service. Log Entry is reviewed by DOM.

BAC Personnel contacts NDDOT Maintenance Manager to inform them that the aircraft maintenance is complete and is approved for return to service.

Upon request Technician accompanies maintenance acceptance flight.

Work order is processed for final billing and sent to NDDOT Maintenance Manager.

	NDDOT Responsibility
	BAC Maintenance Staff Responsibility

Comprehensive Response to Maintenance Service Conditions (2.04)

Given our long-standing cohesive relationship with the NDDOT Flight Department and Maintenance Manager we feel that we have a thorough understanding of how the NDDOT prefers to conduct maintenance. We would like to re-iterate the following conditions as they apply to this Contract:

1. Our growing Repair Station authority provides an added layer of oversight from the FAA. Our current roster includes 9 A&P Maintenance Technicians that are at the disposal of the NDDOT for maintenance services. As outlined in section 2.03, we have two Factory Authorized trained Cessna Caravan 208 A&P Technicians and two Factory Authorized Beechcraft King Air B200 trained A&P Technicians to serve the needs of the NDDOT aircraft fleet (see Appendix B for Factory Authorized Training Certificates). Each Technician's A&P Certificate signifies that they will continue to provide maintenance in accordance with FAA Regulations and manufacturer's specifications and ensure the airworthiness of the aircraft prior to returning to service. Each Maintenance Technician's livelihood is contingent upon maintaining their FAA issued A&P License.
2. Our organization has held contracts in the past that request a custom spreadsheet for monthly statements while others have accepted system generated reports to obtain the requested summary information. Upon the award of the contract, we would be interested in exploring a few system generated reporting options to ensure that the required information is made available for the NDDOT. If it is determined that the current generated reports are not acceptable, we will work hand in hand with the NDDOT to determine a custom report as required. Please see Appendix F for an example of a system generated monthly report. BAC Director of Maintenance will coordinate all training and personnel changes direct with the NDDOT Maintenance Manager.
3. In the interest of safety, contract adherence, and a cohesive relationship with the NDDOT Maintenance Manager, our organization welcomes a comprehensive contract review every 90 days or in shorter intervals if the need arises. This adds an additional check and balance with respect to conformance with FAA standards as well as an audit for Subcontractors and third-party Suppliers (as required).
4. BAC work orders will include aircraft identification, services performed, the name of the primary Maintenance Technician doing the work, the name of the Technician inspecting the work, parts identification, and any other itemized descriptions related to the services performed.
5. Through this contract, we will ensure that the NDDOT will remain our priority. It is our intent to continue to build on our track record with the NDDOT that indicates our dedication to ensuring that we minimize the downtimes of the aircraft. Our track record over the years suggests that we will come in after hours and during the weekends if that is what is required to meet the demands of the NDDOT.
6. The standard business hours for our maintenance department align well with the NDDOT requirements as we have staff on site from approximately 7:30 am to nearly 6:00 pm, Monday-Friday.
7. Should the need arise for non-scheduled maintenance outside of normal business hours, the NDDOT will have the option of calling our 24/7 maintenance phone number to dispatch a Maintenance Technician on call or contact one of our Maintenance Technician's direct on their personal cell phones. Upon request, the direct phone number of each Maintenance Technician can be made available for the NDDOT Maintenance Manager. Historically, our average response time for after-hours call outs with the airlines is approximately 30 minutes.
8. With the depth of 9 A&P Maintenance Technicians, our staff has always been available to respond within 15 minutes of a call out during normal business hours. Our track record with several of the freight and commercial airlines continues to prove this response time.
9. Our organization recognizes that occasional maintenance needs come up without the luxury of being at the home base in Bismarck. It is our intent to be available to be dispatched to remote locations upon the request of the NDDOT Maintenance Manager. We also recognize that there are instances where another qualified maintenance provider can return the aircraft to service in a safe economical manner in these rare circumstances.
10. At the end of each major inspection, BAC maintenance and avionics personnel will coordinate a time for post-maintenance acceptance flights with the NDDOT Maintenance Manager.
11. BAC intends to coordinate all maintenance activity including documentation with the NDDOT Maintenance Manager to ensure procedures are handled in accordance with the NDDOT Flight Operations Manual. If BAC is awarded the contract, it would be our recommendation to receive recurrent training from the NDDOT Maintenance Manager on maintenance procedures for the NDDOT Flight Department to ensure that these procedures are adhered to and complacency is avoided.
12. As stated above in section 2.03, an A&P Maintenance Technician's code of conduct is to conform to all FAA regulations. As a result, BAC does not provide incentives for Technicians to compromise their integrity on FAA requirements. All BAC Technicians are required to adhere to all FAA Regulations and manufacturers specifications as a condition of employment. In addition, our growing Repair Station authority provides an added layer of oversight from the FAA.

13. After reviewing the RFP, it is clear that the NDDOT intends to include Avionics Services as a portion of the service Contract. It is also recognized that the NDDOT reserves the right to seek outside avionics support in the event an issue is beyond the capability of the Contractor. BAC intends to provide Avionics services as allowed by the NDDOT by using the same procedures as outlined in this RFP and issued Contract as well as the NDDOT Flight Operations Manual. Specifically, our avionics department is an approved FAA Repair Station (see appendix A for copy of certificate). BAC is a Certified Garmin Avionics Sales, Service, Installation and Warranty Vendor. Since becoming a Garmin Dealer in 2006, we have grown accustomed to becoming an annual recipient of the "Garmin Bronze Award for achievement; for outstanding service support and sales of Garmin avionics products." BAC has four Avionics Technicians that include two Avionics Technicians that have received Garmin Factory G1000 training and one Avionics Technician that has received Garmin Factory GFC 700 autopilot training. We will assign the following Technicians to the contract as John Martin has over 9 years of troubleshooting experience serving Garmin equipped Cessna Caravan 208 avionics requirements and Kris Hexom has approximately 11 years of troubleshooting and installation experience serving G1000/GFC 700 equipped Beechcraft King Air models. Our avionics department has 85 years of combined avionics experience. BAC and avionics staff have experience with troubleshooting, repair, retrofitting, and installation of past and present avionics navigation and communication equipment technologies. Our previous experience includes and is not limited to the installation of avionics upgrades in approximately 20 Cessna 208 Caravans in 2008 for Corporate Air based out of Billings, MT. See Appendix B for full resume and training certificates.
14. BAC confirms that all optional manufacturers recommended upgrades will be reviewed on a stand-alone basis. Upgrades may or may not be included within the scope of RFP 905-16-18-050.
15. BAC also recognizes that NDDOT Maintenance Manager has the discretion to perform preventative maintenance, troubleshooting, and minor repairs. Through a cohesive relationship with the NDDOT Maintenance Manager, BAC will assist in determining what maintenance items require further inspection by a second Technician.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* D1NR542Y

*This certificate is issued to*

**BISMARCK AERO CENTER**

*whose business address is*

**2301 UNIVERSITY DRIVE, BLDG 53  
BISMARCK, ND. 58504**

*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 CLASS 1, 3 ( 8-02-2017)  
POWERPLANT CLASS 1 (8-02-2017)  
RADIO CLASS 1,2,3 (8-2-2017)  
LIMITED AIRFRAME (8-02-2017)  
LIMITED POWERPLANT (8-02-2017)  
LIMITED PROPELLER(8-2-2017)  
LIMITED INSTRUMENT( 06-06-2006)**

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

*Date issued:*

**JUNE 06,2006  
REISSUED AUGUST 02, 2017**

*By direction of the Administrator*

  
**NICHOLAS EULL  
MANAGER, FARGO FSDO GL21**

**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**

**A003 . Ratings and Limitations**

**HQ Control: 04/03/2017**

**HQ Revision: 01a**

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

**Class Ratings**

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

**Limited Ratings**

<b><u>Rating</u></b>	<b><u>Manufacturer</u></b>	<b><u>Make/Model</u></b>	<b><u>Limitations</u></b>
Instruments	From the Capability List, as amended.	From the Capability List, as amended.	Limited to the following maintenance actions; Baroscale adjustments on altimeters, alignments to altitude reporting systems (encoders), dial changes to airspeed indicators in accordance with applicable STC instructions, software updates to MFD, EHSI and TAWS/RMI, lamp changes to HSI and auto-pilot units, functional testing and heading configurations on auto-pilot systems. Applicable and current manufacturer's instructions must be available for performing the above maintenance procedures. Testing and inspection in accordance with 14 CFR sections 91.411 & 91.413 and part 43 Appendix E & F. Magnetic standby compass repair.
Airframe	From the Capability List, as amended.	From the Capability List, as amended.	Limited to Transport/ Commuter Class Aircraft with a maximum gross weight of up to 18,000 LBS, for maintenance, preventive maintenance and inspection as described in the manufacturer's maintenance manual, structural repair manual, or other data acceptable/approved by the Administrator. Limited to major alteration and repairs with approved data from STC, DER, manufacturer's structural repair manual or other data approved by the Administrator.
Engines	From the Capability List, as amended.	From the Capability List, as amended.	Limited to Turbine Engines installed on TC'd aircraft meeting the Class or Limited Aircraft ratings for this certificate, for maintenance, preventative maintenance and inspections as described in the manufacturer's

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
			maintenance manual, structural repair manual, or other data acceptable/approved by the Administrator.
Propellers	From the Capability List, as amended.	From the Capability List, as amended.	Limited to propellers installed on TC'd aircraft meeting the Class or Limited ratings for this certificate, for serving and inspections as described in the manufacturer's maintenance manual, structural repair manual, or other data acceptable/approved by the Administrator. Excluding major repairs or alterations, and overhaul.
None authorized			
None authorized			

**Limited Ratings - Specialized Services**

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

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



Digitally signed by Brent Allen, Principal Maintenance Inspector (GL21)  
[1] EFFECTIVE DATE: 6/19/2018, [2] AMENDMENT #: 9  
DATE: 2018.06.19 14:03:01 -05:00

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

Howard Burns

6/21/2018

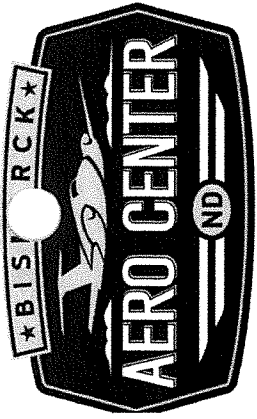
Burns, Howard, FAA Accountable Mgr, 145

Date

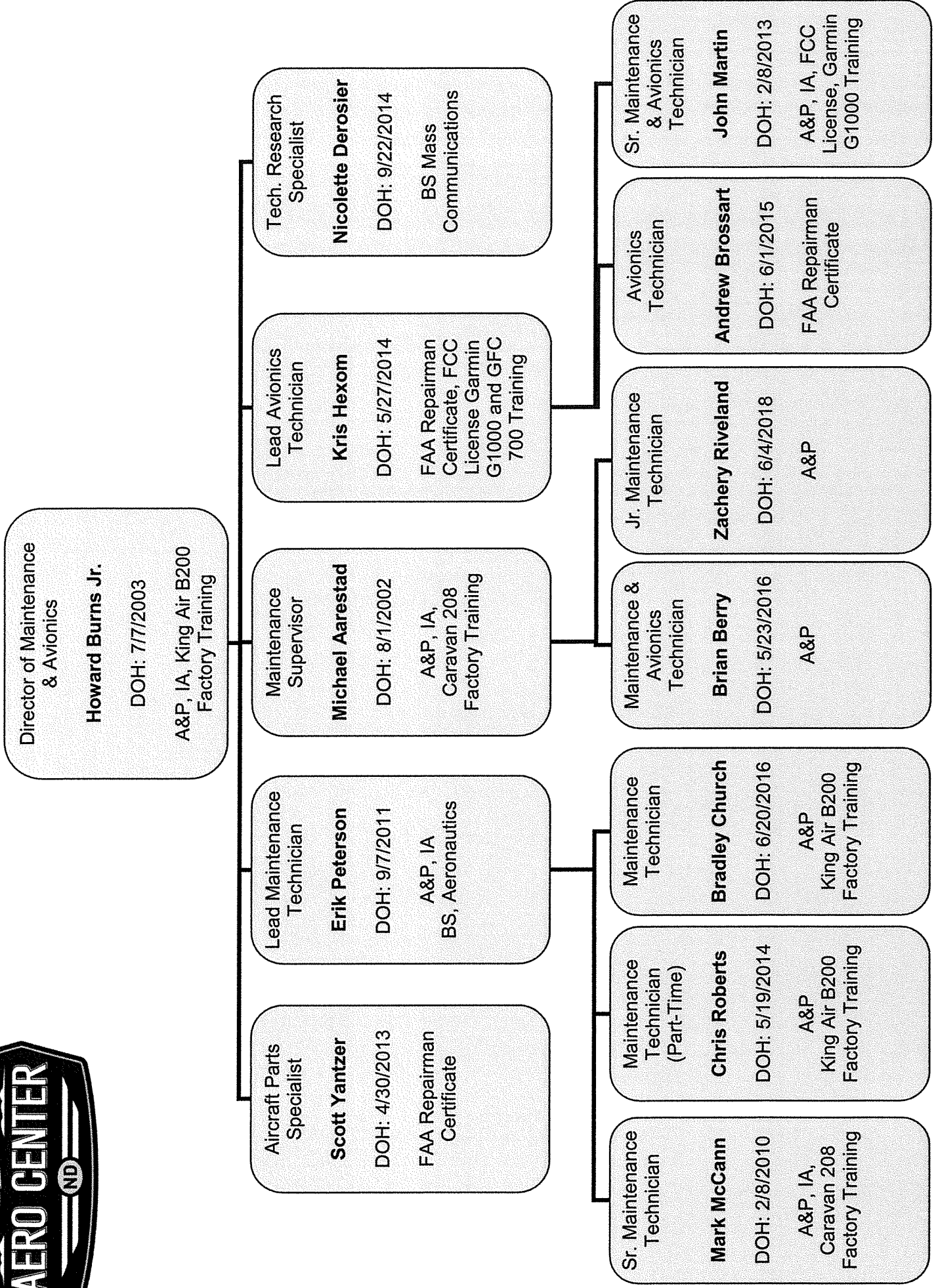


## Appendix B-

- Maintenance/Avionics Department Organization Flow Chart
- BAC Organizational Flow Chart
- Flight Safety International Training Certificates
- Garmin Training Certificates
- Relevant Technician Resumes, Licenses and Certifications
  - Howard Burns Jr. – Director of Maintenance and Avionics
  - Erik Peterson – Lead Maintenance Technician
  - Mike Aarestad – Maintenance Supervisor, Co- owner
  - Kris Hexom – Lead Avionics Technician
  - Mark McCann – Sr. Maintenance Technician
  - Bradley Church – Maintenance Technician
  - John Martin – Sr. Maintenance and Avionics Technician
  - Christian Roberts – Maintenance Technician (Part- Time)
  - Scott Yantzer – Parts Manager
  - Nicolette Derosier – Technical Research Specialist
  - Jonathan Simmers – CEO
- Additional Support Personnel Summary

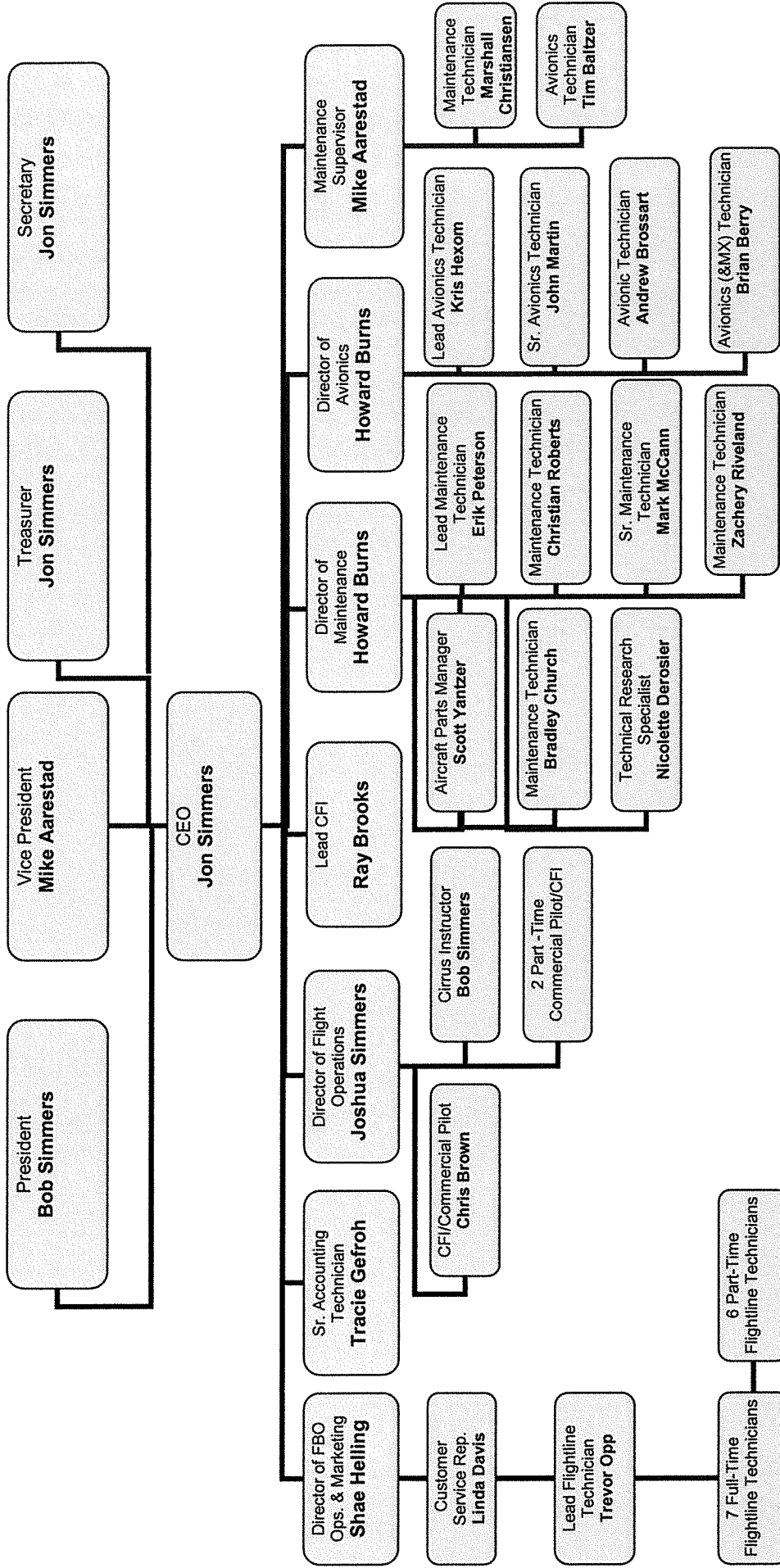


# Maintenance Organizational Flow Chart





# Organization Flow Chart



# FLIGHT SAFETY

INTERNATIONAL

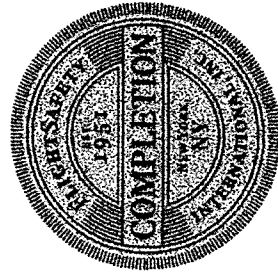
*Certifies that*

**Howard Burns, Jr.**

*has satisfactorily completed a course of*

**SKA 200/B200 Maintenance Initial**

*Conferred on* 10th day of November, 2006



*Safety begins with a well-trained  
maintenance technician.*

Bill Magyar - Center Manager  
Raytheon Maintenance Center

**FlightSafety.**  
international

# FLIGHT SAFETY

INTERNATIONAL

*Certifies that*

Mark McCann

*has satisfactorily completed a course of*

Live Learning Cessna Caravan MX Initial

Conferred on June 20, 2014



*Marvin Todorov*

Specialty & Enrichment Operations Manager  
FlightSafety International

**FlightSafety.**  
international

# FLIGHT SAFETY

INTERNATIONAL

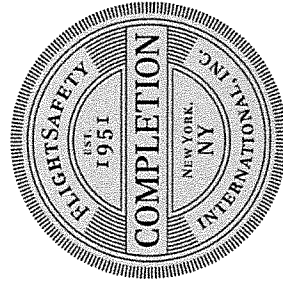
*Certifies that*

**Bradley Joseph Church**

*has satisfactorily completed a course of*

**Beech 200 Series (P&WC PT6) Maintenance Initial**

Conferred on 9th day of February, 2018



*Safety begins with a well-trained  
maintenance technician.*

*Burbergh*

Brian Goodsite - Center Manager  
Wichita Maintenance

**FlightSafety.**  
international

# FLIGHT SAFETY

INTERNATIONAL

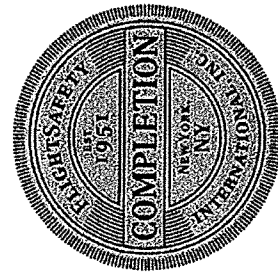
*Certifies that*

**Mike Allan Aarestad**

*has satisfactorily completed a course of*

**Caravan I (208) Maintenance**

*Conferred on* 21st day of March, 2008



*Safety begins with a well-trained  
maintenance technician.*

*Jeff Houk*

Jeff Houk - Center Manager

Wichita (Cessna) Maintenance

**FlightSafety.**  
international

# FLIGHT SAFETY

INTERNATIONAL

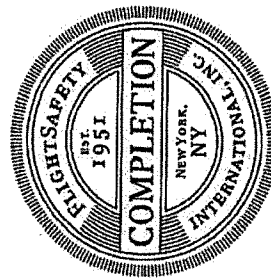
*Certifies that*

**Christian Edward Roberts**

*has satisfactorily completed a course of*

**Beech 200 Series (P&WC PT6) Maintenance Initial**

Conferred on 9th day of October, 2015



*Safety begins with a well-trained  
maintenance technician.*

Wayne Sommerfeld - Center Manager  
Hawker Beechcraft Maintenance

**FlightSafety.**  
international



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# Certificate of Training

---

Original on file with Garmin Aviation Support Void if altered.

*This is to certify that:*

**Kris Hexom**  
**Of**

**DAKOTA AVIONICS**

**Has Successfully Completed 8 hours of  
AEA National Maintenance Training**

3/29/2018 — 3/29/2018  
Las Vegas, Nevada  
4459

---

Kurt Haneberg - Senior Aviation Maintenance Trainer  
Garmin International, Inc

G1000 Nxi, G5, G500 TXi, G600 TXi, GAD 29B, GFC 500, GFC  
600



# *Certificate of Completion*

*Is hereby granted to:*

*Kris Hexom*

*Certifying Satisfactory Completion of the*

**Gamin Approved G1000 & GFC700 Line Maintenance Course for Cessna Nav III Aircraft - 8 Hours**

FAA IA Renewal Training Program Number ACE/0408/0055/08.0 Expires April 2010

*November 27, 2007*

**Date**

*R. A. Wells*

**Barry A. Wells**

**Course Instructor**



---

## Certificate of Training

---

Original on file with Garmin Aviation Support. Void if altered.

*This is to certify that:*

**John Martin**  
**Of**  
**Dakota Avionics**

**Has Successfully Completed 8 hours of Training at**  
**AEA National 2014**

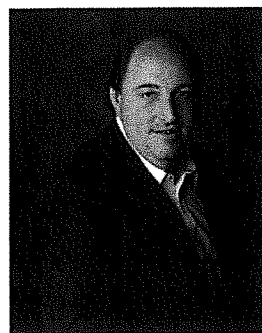
12-Mar-14  
Nashville, TN  
00966

A handwritten signature in cursive script, reading "Mike Berryhill".

---

Mike Berryhill – Avionics Maintenance Trainer  
Garmin International, Inc.

# Howard Burns Jr.



## Contact Information:

[Howardb@bismarckaero.com](mailto:Howardb@bismarckaero.com)

## EXPERIENCE:

### **Bismarck Aero Center**

Bismarck, ND

#### **Director of Maintenance & Avionics**

April 2010 to Present

Responsibilities include sales, service, FAA compliance, Repair Station oversight, Airframe & Powerplant and Inspector Authorization duties, General Aviation, Corporate Aviation and Airlines maintenance. Also responsible for leadership, vision, training, technical guidance, marketing and promotions to drive operational efficiencies.

### **Aviation Maintenance Technician**

January 2003 to April 2010

A&P, perform general aviation maintenance and inspections. Coordinated maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering, perform inspections and complete documentation on assigned aircraft. Provide on call maintenance for commercial airlines serving Bismarck, North Dakota. Designated the fire safety instructor for Bismarck Aero Center.

### **City of Bismarck Airport**

Bismarck, ND

#### **Flightline Attendant II**

July 1991 to April 1997 & July 1998 to December 2002

Perform fueling operations on aircraft and helicopters. Designated fuel trainer for Mesaba Airlines and United Airlines. Responsible for daily airfield inspections. Fuel quality control inspector.

### **Burleigh County Highway Department**

Bismarck, ND

#### **Heavy Equipment Operator**

May 1997 to June 1998

Operated various heavy equipment, including road grader, scraper, loader, dozer, crane, back hoe, dump truck and snow plows.

### **West Star Aviation**

Grand Junction, CO

#### **Aircraft Mechanic**

November 1990 to June 1991

Perform inspections and repair on general aviation aircraft. The majority of the work was done on Cessna Conquest II aircraft.

### **Capital Aviation Co.**

Bismarck, ND

#### **Aircraft Mechanic**

June 1989 to October 1990

General aircraft and power plant duties, 100 hour inspections, engine overhauls, airframe rebuilding.

### **North Dakota Army National Guard**

Rugby, ND

#### **Aircraft Mechanic**

1983-1991

164<sup>th</sup> Company C, Rugby Detachment

## EDUCATION:

### **Dakota Aero Tech**

Fargo, ND

Airframe and Power Plant Mechanics License

June 1988 to June 1989

### **Minot State University**

Minot, ND

Criminal Justice

September 1985 to May 1998

## CERTIFICATES:

Inspection Authorization, Airframe and PowerPlant, NATA Fire Training, Flight Safety International Super King Air Maintenance Initial and Cheyenne I/II/IIXL Maintenance Initial, Iceshield Pneumatic Deicer Installation Training, ND PAMA Mechanic of the Year -2009.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
**INSPECTION AUTHORIZATION**

This certifies that **Howard Burns Jr.**  
holder of Mechanic Certificate No. **501908279**  
has been authorized to exercise the privileges of Federal  
Aviation Regulation 65.95.

This authority expires **March 31, 2007** unless  
sooner revoked by the Administrator of the Federal Aviation  
Administration or extended by endorsement on the reverse of  
this card.

DATE ISSUED <b>7/14/2006</b>	SIGNATURE, FLT. STDS. INSPECTOR <b>Vance Q. Emerson</b>
---------------------------------	--

FAA FORM 8310-5 (8-80) SUPERSEDES PREVIOUS EDITION

SIGNATURE OF AUTHORIZED MECHANIC

Authority to exercise the privileges of FAR 65.95 has  
been endorsed or renewed to expire on the date shown below.

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3-31-2009	Vance Q. Emerson	GL-21
3/31/2011	Karen Bunge	GL-21
3/31/2013	Vance Q. Emerson	GL-21
3/31/2015	Vance Q. Emerson	GL-21
3/31/2017	Vance Q. Emerson	GL-21
3/31/2019	Vance Q. Emerson	GL-21

UNITED STATES OF AMERICA XI  
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

IV NAME  
**HOWARD BURNS JR.**

V ADDRESS  
**1444 DENVER AVE  
DENVER, CO 80202-5524**

VI NATIONALITY **USA**

VII DOB **1/1/1980**

VIII SEX **M** HEIGHT **5'7"** WEIGHT **275** HAIR **BLACK** EYES **HAZEL**

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

X MECHANIC

XI CERTIFICATE NUMBER **501908279**

XII DATE OF ISSUE **12 OCT 2003**

XIII SIGNATURE OF HOLDER

XIV SIGNATURE OF AUTHORIZED MECHANIC

HOWARD BURNS JR. XI RATINGS 501908279

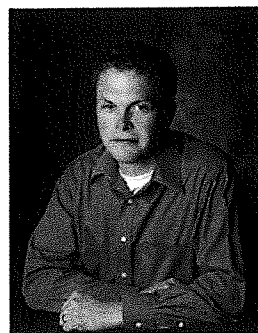
MECHANIC  
AIRFRAME POWER PLANT

XII LIMITATIONS

XIII SIGNATURE OF HOLDER  
**Howard Burns Jr.**

XIV SIGNATURE OF AUTHORIZED MECHANIC

# Erik Peterson



## Contact Information:

[Erikp@bismarckaero.com](mailto:Erikp@bismarckaero.com)

## EXPERIENCE:

### **Bismarck Aero Center**

Bismarck, ND

#### **Lead Maintenance Technician**

May 2014 to Present

Responsibilities include A&P Maintenance Technician duties, coordinate workflow, contact customers with aircraft status, lead commercial airline relations and step in for the Director of Maintenance during his absences.

#### **A&P Maintenance Technician**

September 2011

A&P, AI, perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering, perform inspections and complete documentation on assigned aircraft.

### **General Electric - Denver Service Center**

Denver, CO

#### **Environmental Health & Safety (EHS) Coordinator**

November 2008 to September 2011

Managed all aspects of EHS for an industrial maintenance shop such as waste areas, chemical storage, fire protection, detection, and extinguishing equipment. Organized, implemented, and conducted safety meetings and all training for the entire staff. Ensured compliance with EPA, OSHA, as well as all applicable state and local agencies' regulations. Managed all aspects of construction/improvement projects. Performed mandatory inspections on all EHS items,

### **Frontier Airlines - Denver International Airport**

Denver, CO

#### **Production Control Coordinator**

June 2007 to November 2008

Monitored, adjusted, assigned, and prioritized work and application of manpower for multiple crews performing heavy maintenance checks on A318 and A319 aircraft. Acted as a liaison between Management, Engineering, Purchasing, Planning, Maintenance, and Records to ensure tasks stay on course. Reviewed aircraft logbook and all paperwork to ensure proper release from the maintenance check

### **City & County of Denver - Denver International Airport**

Denver, CO

#### **Aviation Operations Representative**

February 2007 to July 2007

Worked in a busy and stressful communications center coordinating operations during non-routine and emergency events. Monitored, controlled, and managed a security system and a guard force, in order to enforce the regulations of the airport and all applicable federal regulations. Assisted in the coordination of emergency response for the airport

### **Goodrich Aviation Technical Services - Paine Field**

Everett, WA

#### **Aviation Mechanic**

December 2004 to February 2007

Worked under pressure and tight deadlines performing maintenance and repairs on the flight line to return planes to service in accordance with manufacturer and airline manuals, service bulletins, ADs, EAs, STCs, etc. Ensured all work completed complied with federal regulations, parts 43, 121, and 145. Communicated effectively with management and co-workers to address difficulties and come up with the most effective solutions to problems.

## EDUCATION & TRAINING:

### **University of North Dakota**

Grand Forks, ND

B.S., Aviation Systems Management

August 2000 to December 2004

Graduated Cum Laude with a cumulative GPA of 3.30

### **Westwood College of Aviation Technology**

Broomfield, CO

A.A.S., Airframe and Powerplant Maintenance

June 2003 to November 2004

Graduated with honors with a cumulative GPA of 4.0

FAA – A&P 2004, IA 2013, Private Pilot 2002, AMT Ruby Award in 2005; AMT- 40 Under 40 Recognition, 2017

UNITED STATES OF AMERICA XI  
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION  
 NAME  
**ERIK JOHN PETERSON**  
 ADDRESS 500 STUTTGART DR  
 BISMARCK ND 58504-7067

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES  
 M 66 140 BROWN BLUE  
 VII D.O.B. 27 JUL 1982  
 VIII HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF  
 MECHANIC  
 IX CERTIFICATE NUMBER 3011049  
 X DATE OF ISSUE 125 AUG 2014




UNITED STATES OF AMERICA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
**INSPECTION AUTHORIZATION**

This certifies that **Erik John Peterson**  
 holder of Mechanic Certificate No. **3011049**  
 has been authorized to exercise the privileges of Federal  
 Aviation Regulation 65.95.  
 This authority expires **March 31, 2015** unless  
 sooner revoked by the Administrator of the Federal Aviation  
 Administration or extended by endorsement on the reverse of  
 this card.

DATE ISSUED <b>11/12/13</b>	SIGNATURE, FLT. STDS. INSPECTOR <b>Jeffrey R. Vidar</b>
--------------------------------	--

FAA FORM 8310-5 (8-80) SUPERSEDES PREVIOUS EDITION


SIGNATURE OF AUTHORIZED MECHANIC  
**Erik J. Peterson**

ERIK JOHN PETERSON  
 MECHANIC  
 AIRFRAME; POWERPLANT

XII RATINGS  
**3011049**

XIII LIMITATIONS

VII SIGNATURE  
 OF HOLDER

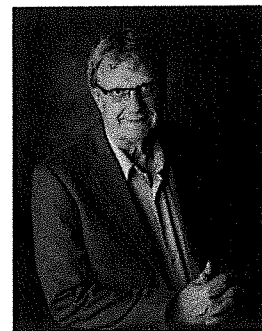


88654 09/13

Authority to exercise the privileges of FAR 65.95 has  
 been endorsed or renewed to expire on the date shown below.

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2017	<b>AAK BL</b>	<b>GL 21</b>
3/31/2019	<b>[Signature]</b>	<b>GL 21</b>

# Mike Aarestad



## Contact Information:

Mike@mandanaero.com

## EXPERIENCE:

---

### **Bismarck Aero Center/Mandan Aero Center**

Bismarck, ND

#### **Vice President/Co-owner**

June 2002 to Present

Responsibilities include handling Director of Maintenance at MAC / Repair Facility duties, parts management, Airframe & Powerplant and Inspector Authorization duties, General Aviation, Corporate Aviation and Airlines maintenance.

### **Executive Air Taxi Corp**

Bismarck, ND

#### **Director of Maintenance**

July 1987 to June 2002

Responsibilities included Airframe & Powerplant and Inspector Authorization duties, developed and coordinated with Parts Department, Repair Station duties, worked on Helicopter 206 & 206L Series, handled work on General Aviation, Corporate Aviation and Airlines maintenance. Also wrote company's IPM (Inspection Procedures Manual). 1988 ND PAMA Aviation Mechanic of the Year.

### **Chief Inspector Duties**

July 1984 to July 1987

Supervisory role in the shop, while handling Airframe & Powerplant and Inspector Authorization duties.

### **OK Aviation**

Bismarck, ND

#### **Director of Maintenance**

April 1978 to July 1984

Was the HPSE Cessna Dealer and performed Airframe & Powerplant and Inspector Authorization duties.

### **Jamestown Aviation**

Jamestown, ND

#### **Airframe & Powerplant Technician**

1974 to April 1978

Worked on Airframe & Powerplant duties as well as, Spray Plane, Radial Engine, General Aviation, Corporate Aviation and Airlines maintenance.

## EDUCATION:

---

### **Kundert Aviation**

Fargo, ND

#### **A&P Student**

1971 to 1973

### **Fargo FAA**

Fargo FAA

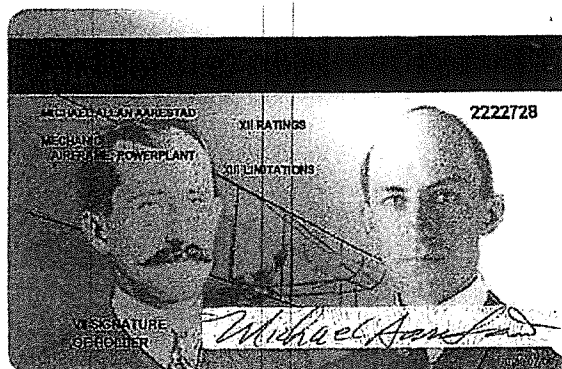
#### **IA Inspector's License**

1978

## TRAINING:

---

- IA Training, Wichita (Factory & Flight Safety, HPSE)
- High performance Single Engine
- PT6 Line Maintenance, Heavy Maintenance
- Factory Cessna Caravan 208
- Factory Piper Cheyenne II
- 300,400, 425, 441 Series Cessna
- 500/560 Series Citation (Bravo/Encore)
- P58 Pressurized Baron
- TPE331 Line Maintenance and Heavy Maintenance (Phoenix)
- Bell 206L3 Series Helicopters (Hurst, TX)
- TCM and Lycoming Field Maintenance
- FAA Maintenance Counselor



UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
**INSPECTION AUTHORIZATION**

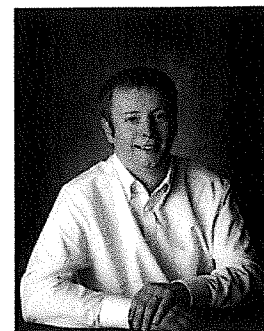
This certifies that Michael Allen Aarestad  
holder of Mechanic Certificate No. 2222728  
has been authorized to exercise the privileges of Federal  
Aviation Regulation 65.95.  
This authority expires March 31, 2011 unless  
sooner revoked by the Administrator of the Federal Aviation  
Administration or extended by endorsement on the reverse of  
this card.

DATE ISSUED: 03/30/2009 SIGNATURE, FLT. STQS. INSPECTOR: Keith T. Burke  
FAA FORM 8310-5 (8-80) SUPERSEDES PREVIOUS EDITION

SIGNATURE OF AUTHORIZED MECHANIC: Michael Aarestad

Authority to exercise the privileges of FAR 65.95 has been endorsed or renewed to expire on the date shown below.		
EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2011	Keith Burke	GL-21
3/31/2013	Burt [Signature]	GL-21
3/31/2015	Bo [Signature]	GL-21
3/31/2017	[Signature]	GL-21
3/31/2019	[Signature]	GL-21

# Kris Hexom



## Contact Information:

[Krish@bismarckaero.com](mailto:Krish@bismarckaero.com)

## EXPERIENCE:

### **Bismarck Aero Center**

Bismarck, ND

#### **Lead Avionics Technician**

May 2014 to Present

Responsibilities include providing workflow guidance through the Avionics Department, additional technical troubleshooting guidance for customers and maintenance department.

Also, worked on installation of new equipment, and performed maintenance on navigation, communication, GPS, radar, autopilot systems and altitude reporting systems specific to Beech Premier, Gulfstream 6280, and Falcon 50 models.

### **Fargo Jet Center**

Fargo, ND

#### **Avionics Technician**

May 2001 to May 2014

Acted as avionics supervisor in absence of manager

Responsibilities included scheduling and quoting jobs, assigning technicians to projects and prioritize jobs, reviewing work orders and make sure they get completed, communicating with customers to keep them up to date on their project and worked to increased sales by: better communication with customers, more competitive bids and providing more options.

Also, worked on installation of new equipment, and performed maintenance on navigation, communication, GPS, radar, autopilot systems and altitude reporting systems specific to Lear 35 and 60, King Air, Pilatus, Caravan, Beech Jet 400 and 400XP, Beech 1900C and D, Challenger 604, and Citation 501, 550, 551, 560, and 560XLS models.

### **Alexandria Technical College**

Alexandria, MN

#### **Building Maintenance**

June 2000 to May 2001

Worked with electrician and building maintenance.

### **Tri-State Aviation**

Wahpeton, ND

#### **General Laborer**

September 1999 to December 1999

Labor work, cleaned, painted, laid brick

### **Hexom Earth Construction**

Williston, ND

#### **General Laborer**

June 1999 to August 1999

Ran equipment and general labor work

## EDUCATION:

### **Alexandria Technical College**

Alexandria, MN

A.A.S. Degree in Aviation Electronics

May 2001

GPA 3.37/4.0

### **North Dakota State College of Sciences**

Wahpeton, ND

A.A.S. Degree in Electronic Technology

May 2000

GPA 3.3/4.0

Garmin 1000 Training



GFC 700 Training

Obtained FCC GROL License and Repairman's Certificate


2013 State of North Dakota FAA General Aviation Avionics Technician of the Year

**UNITED STATES OF AMERICA** XI  
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  
 IV NAME  
 KRISTOFOR GARY HEXOM  
 V ADDRESS 3416 4TH AVE N D R  
 BISMARCK ND 58503-1140

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES  
 M 69 170 BLOND GREEN  
 D. B. JUN 23 1980  
 X HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF  
 REPAIRMAN  
 B. CERTIFICATE NUMBER 4074748  
 X. DATE OF ISSUE 23 NOV 2017

**UNITED STATES OF AMERICA**  
 FEDERAL COMMUNICATIONS COMMISSION  
**GENERAL RADIOTELEPHONE  
 OPERATOR LICENSE**




Name KRIS G HEXOM	
Date of Birth 06/23/1980	Issuance Date 05/15/01
License Number PG-GB-079632	

Signature *Kris G. Hexom* FCC 758-EC  
 INVALID UNLESS SIGNED JANUARY 1994

KRISTOFOR GARY HEXOM 4074748  
 REPAIRMAN XII RATINGS  
 XIII LIMITATIONS  
 CERTIFICATE PRIVILEGES OF 14 CFR SECTION 65-103, VALID FOR RADIO,  
 INSTRUMENT, TEST AND INSPECTION IAW 14 CFR PARTS 91.411 & 91.413,  
 INSTALLATION OF AVIONICS EQUIPMENT AND REPAIR OF ELECTRICAL WIRING  
 WHILE EMPLOYED BY BISMARCK AERO CENTER LOCATED IN BISMARCK, ND,  
 CERTIFICATE NUMBER D1MRS12V.

VII SIGNATURE  
 OF HOLDER



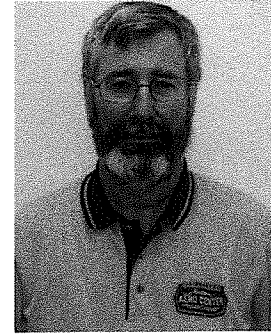
Endorsement: (Invalid if more than one block is marked)

☒ Ship Radar

☐ None

☐ Other

# Mark McCann



## EXPERIENCE:

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### **Bismarck Aero Center**

#### **Aviation Maintenance Technician**

A&P, IA, perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering, perform inspections and complete documentation on assigned aircraft.

Bismarck, ND

February 2010 to Present

### **Executive Air Taxi Corp**

#### **Aviation Maintenance Technician/ Chief Inspector**

IA, Inspector for part 145 repair station, maintaining GA aircraft and doing air ambulance conversions on new Bell 407 helicopters. Received the 2006 ND PAMA Technician of the Year.

Bismarck, ND

October 1998 to February 2010

### **Blackhawk Airways**

#### **Aviation Maintenance Technician**

IA, shop supervisor for a shop that was being transitioned out, then inspection and repair in other shop, including restoration work.

Janesville, WI

April 1995 to October 1998

### **Baker Company**

#### **Aviation Maintenance Technician**

Rebuilding T-28's, doing mostly sheet metal work, including fabricating new wing leading edges skins, and clean-up work.

West Bend, WI

April 1994 to April 1995

### **Flight Safety Alaska**

#### **Aviation Maintenance Technician**

IA, maintaining aircraft for 141 flight school and outside customers with some rebuilding.

Anchorage, AK

June 1993 to October 1993

### **Mid-Plains Aviation, Inc.**

#### **Aviation Maintenance Technician**

IA, inspector for 135 air taxi and outside customers.

Norfolk, NE

December 1991 to May 1993

### **Linaire, Inc.**

#### **Aviation Maintenance Technician**

IA, inspector for 135 air taxi with a 100 King Air outfitted as an air ambulance and outside customers.

Lincoln, NE

May 1989 to May 1991

### **Mid-Plains Aviation, Inc.**

#### **Aviation Maintenance Technician**

IA, Director of Maintenance for 135 air taxi, established shop for company aircraft and expand to include outside customers.

Norfolk, NE

May 1987 to May 1989

## EDUCATION:

---

Cessna Citation 560 XL, Cessna 300 & 400 series

2002 to 2014

(Twin engine), Cessna 350 & 400 series (Corvalis),

Cirrus school on modification of rockets, and replacement of line cutters.

Factory Cessna Caravan 208 Maintenance Initial

### **Dakota Aero Tech.**

Graduate

Fargo, ND

1980

UNITED STATES OF AMERICA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION

MARK EDWARD MCCANN  
 1801 DEER VALLEY LN  
 BIRMINGHAM, AL 35201-3402

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES  
 M 5'11" 185 BROWN GREEN

III MECHANIC  
 III CERTIFICATE NUMBER 501904860  
 X DATE OF ISSUE 12 APR 2012

UNITED STATES OF AMERICA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION

### INSPECTION AUTHORIZATION

This certifies that **MARK EDWARD MCCANN**  
 holder of Mechanic Certificate No. **501904860**  
 has been authorized to exercise the privileges of Federal  
 Aviation Regulation 65.95.  
 This authority expires **March 31, 2013** unless  
 sooner revoked by the Administrator of the Federal Aviation  
 Administration or extended by endorsement on the reverse of  
 this card.

DATE ISSUED <b>03/07/2002</b>	SIGNATURE, FLT. STDS. INSPECTOR <i>[Signature]</i> <b>RL-21</b>
----------------------------------	--

SIGNATURE OF AUTHORIZED MECHANIC  
*[Signature]*

MARK EDWARD MCCANN  
 501904860

EXPIRATION DATE  
3/31/2015

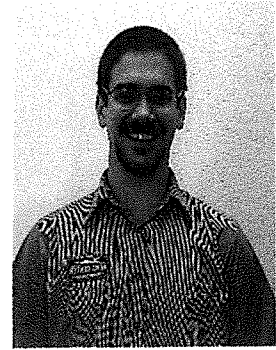
ENDORSED BY INSPECTOR  
*[Signature]*

FAA OFFICE  
GL-21

Authority to exercise the privileges of FAR 65.95 has been endorsed or renewed to expire on the date shown below.

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2015	<i>[Signature]</i>	GL-21
3/31/2017	<i>[Signature]</i>	GL-21
3/31/2019	<i>[Signature]</i>	GL-21

# Bradley Church



## EXPERIENCE:

---

### **Bismarck Aero Center**

Bismarck, ND

#### **Aviation Maintenance Technician**

June 2016 to Present

A&P, perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering, perform inspections and complete documentation on assigned aircraft.

### **Andrews University Airpark**

Berrien Springs, MI

#### **Aviation Maintenance Technician**

May 2014 to May 2016

Perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering and perform inspections on assigned aircraft.

### **Adventist World Aviation**

Mabaruma, Guyana, South America

#### **Aviation Maintenance Technician**

August 2013 to May 2014

Perform general aviation maintenance and inspections on Medivac Cessna Caravan 206.

### **Andrews University Airpark**

Berrien Springs, MI

#### **Aviation Maintenance Technician**

May 2013 to August 2013

Perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering and perform inspections on assigned aircraft.

## EDUCATION:

---

### **Andrews University Airpark**

Berrien Springs, MI

Bachelors of Technology

May 2016




## TRAINING:

---


B200 King Air Maintenance Training

February 2018

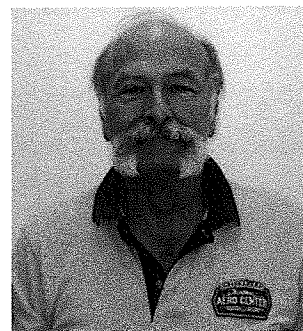
**UNITED STATES OF AMERICA** XI  
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  
IV NAME  
**BRADLEY JOSEPH CHURCH**  
V ADDRESS 3532 RIDGEWOOD TRL  
GREEN SPRING MD 2103-9777  
VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES  
IVa D.O.B. 21 SEP 1982 M 73 175 BROWN BLUE  
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF  
MECHANIC  
CERTIFICATE NUMBER 3644592  
DATE OF ISSUE 7 MAY 2013



**BRADLEY JOSEPH CHURCH**  
MECHANIC  
AIRFRAME, POWERPLANT  
XI RATING 3644592  
XI LIMITATIONS  
VI SIGNATURE OF HOLDER



# John Martin



## EXPERIENCE:

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### **Bismarck Aero Center**

Bismarck, ND

#### **Sr. Avionics Technician**

February 2013 to Present

Responsible for installs, tests, troubleshooting, repairs, removing and replacing of aircraft instrument and avionics components and/or systems installed in various aircraft airframes using hand tools, ground support equipment, test equipment and technical documents in accordance with manufacturer's specifications and FAA regulations.

### **Executive Air Taxi Corp**

Bismarck, ND

#### **Avionics Manager**

May 2009 to January 2013

Responsible for avionics repairs, bench testing, STC and avionic installations in GA aircraft, troubleshooting and inspections. Also performed aircraft maintenance, chief inspector and chief of quality control duties.

### **M&M Avionics LLC**

Minot, ND

#### **Owner/Operator/Avionics Technician/Chief Inspector**

September 2006 to May 2009

Responsible for avionics repair, installations, troubleshooting, inspections, adjustments, data base updates, bench repairs and, Navigational Equipment Alignment and Certifications.

### **Southwest Aviation Specialties LLC**

Tulsa, OK

#### **A&P Mechanic/IA/Avionics Technician**

July 2005 to August 2006

Responsible for turbine and piston engine maintenance, repair defective aircraft systems, install & repair avionics, electronics and entertainment packages, system troubleshooting, aircraft STC installations on King Air, Hawker, Gulfstream, Citation and other executive jets. Performed LifePort system installations for non STC'd aircraft.

### **MORE Company Inc.**

Minden, NV

#### **Program Manager**

June 1995 to January 2003

Developed, implemented and revised PT6A Turbo Prop engine maintenance programs. Also, implemented aircraft engine maintenance programs to effect efficiency, safety and reliability of aircraft turbine engines. Was the approving authority for assigned MORE Service Centers.

### **Vandenberg Air Force Base Aero Club**

Vandenberg AFB, CA

#### **Chief of Maintenance (DOM)**

June 1986 to May 1994

Responsible for the airworthy condition of a fleet of General Aviation aircraft in accordance with FAA regulations.

## EDUCATION & TRAINING:

---

### **Spartan College of Aeronautics Technology**

Tulsa, OK

A. A. S. Degree in Avionic/Instrument Technology

August 2006

### **Vandenberg Air Force Base Aero Club**

Vandenberg AFB, CA

Airframe and Powerplant License

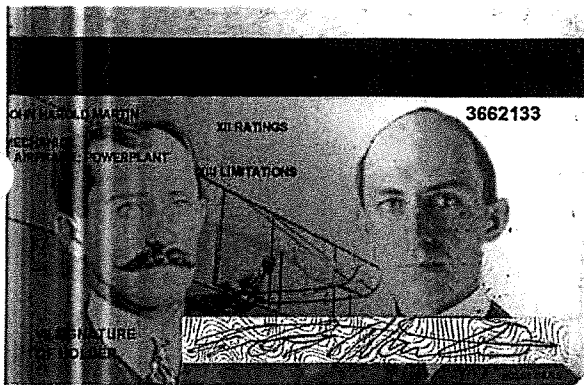
June 1982

### **US Air Force Training Schools**

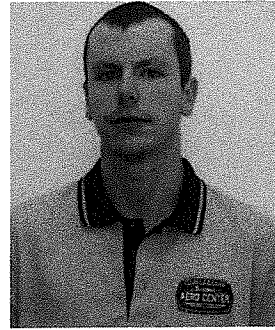
April 1972 to May 1992

Trained and performed aircraft transient maintenance, aircraft ground support equipment maintenance, and ground launched cruise missile maintenance. US Air Force Retiree and honorably discharged.

FAA A&P 1982, IA 2011, MEI 1978

[illegible]

# Christian Roberts



## EXPERIENCE:

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### **Bismarck Aero Center**

#### **Aircraft Maintenance Technician**

A&P, IA, perform general aviation maintenance and inspections. Coordinates maintenance activities to include troubleshooting, repairs, overhauling, modifications, operational checks, routine servicing, parts ordering, perform inspections and complete documentation on assigned aircraft.

Bismarck, ND

May 2014 to Present

### **Rising Star Hydraulics**

#### **Production**

Performed CNC tube bending, brazing, milling and machining. Operated numerous end-forming and metal forming machines.

Watertown, SD

August 2012 to May 2014

### **Simpson Cycles**

#### **Motorcycle Mechanic**

Performed electrical troubleshooting, engine compression and, work with multiple hand and pneumatic tools.

Duncan, SC

June 2009 to July 2012

### **Mini Miracles Farm**

#### **Maintenance**

Worked to maintain farm equipment, light construction and fence work.

Taylors, SC

June 2007 to June 2009

## EDUCATION:

---

### **Lake Area Technical Institute**

Received Powerplant Certification

Watertown, SD

May 2014

### **Greenville Technical College**

Received Airframe Certification

Greenville, SC

August 2010 to July 2012

### **Greer High School**

Earned Diploma

Greer, SC

May 2009

1 UNITED STATES OF AMERICA XI  
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  
PI NAME  
CHRISTIAN EDWARD ROBERTS  
PI NUMBER 3657845  
PI EXPIRATION DATE 2703

SEX HEIGHT WEIGHT HAIR EYES  
M 72 180 BROWN BLUE

MECHANIC  
PI EXPIRATION DATE 3657845  
PI EXPIRATION DATE 2703 JAN 2015

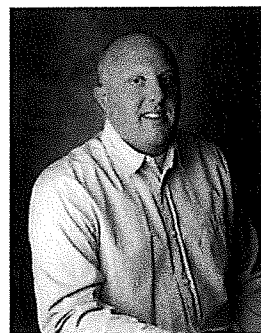


CHRISTIAN EDWARD ROBERTS XI PI NUMBER 3657845  
MECHANIC PI EXPIRATION DATE 2703  
PI EXPIRATION DATE 2703  
PI EXPIRATION DATE 2703

PI SIGNATURE OF HOLDER



# Scott Yantzer



## Contact Information:

[Scotty@bismarckaero.com](mailto:Scotty@bismarckaero.com)

## EXPERIENCE:

### **Bismarck Aero Center**

Bismarck, ND

#### **Aircraft Parts Manager**

April 2013 to Present

Responsible for ordering parts, maintaining good relationships with customers and vendors, all shipping and receiving functions and, processing work orders. Also, assists with occasional technician assistant duties, research parts and products, process warranty claims and, adheres to all safety rules including handling hazardous materials. FAA Repairman's Certificate Issued.

### **Executive Air Taxi Corp**

Bismarck, ND

#### **Aviation Parts Sales Manager**

1999 to 2013

Developed new client relationships and maintained existing client relationships through extensive phone and e-mail communication

Utilized strong analytical skills to research and locate parts and supplies that were cost-effective via industry outfitters and internet resources

Processed work orders for all aviation functions

Negotiated and ordered aircraft parts and general building supplies as budgeted

Tracked and maintained the inventory of all aircraft parts and general building supplies

Negotiated freight contracts and rates and executed the shipping and receiving of all EATC materials

Coordinated and processed warranty claims for EATC and EATC customers

### **Eide Ford/Lincoln/Mercury**

Bismarck, ND

#### **Customer Service Representative/Parts Services**

1998 to 1999

Assisted the parts manager and mechanics with parts distribution

Delivered parts to customers

Communicated with customers and operated the courtesy van

### **Anderson Cabinets**

Center, ND

#### **Woodworking Assistant**

1996 to 1998

Created and finished products for clients

Assisted with cabinet making

Cleaned and organized shop as well as unloaded deliveries

## EDUCATION:

### **Center High School**

Center, ND

High School Diploma

1992-1996

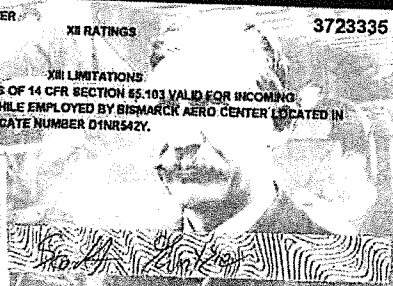
## TRAINING:

TFBO Aviation Software, Microsoft Office.

UNITED STATES OF AMERICA XI  
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  
IV NAME  
SCOTT ANTHONY YANTZER  
V ADDRESS  
1025 QUARRY LN  
BISMARCK ND 58503-2512  
VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES  
M 70 220 BLOND BLUE  
D HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF  
REPAIRMAN  
II CERTIFICATE NUMBER 3723335  
X DATE OF ISSUE 26 NOV 2017



SCOTT ANTHONY YANTZER  
REPAIRMAN XII RATINGS 3723335  
XIII LIMITATIONS  
CERTIFICATE PRIVILEGES OF 14 CFR SECTION 65.103 VALID FOR INCOMING  
PARTS INSPECTIONS WHILE EMPLOYED BY BISMARCK AERO CENTER LOCATED IN  
BISMARCK, ND. CERTIFICATE NUMBER D1NR542V.  
VI SIGNATURE  
OF HOLDER



104415 0510



# Nicolette Derosier

## **Contact Information:**

[nicoletted@bismarckaero.com](mailto:nicoletted@bismarckaero.com)

## **EXPERIENCE:**

---

### **Bismarck Aero Center**

Bismarck, ND

#### **Technical Research Specialist**

September 2014 to Present

Responsible for assisting the Director of Maintenance in improving the workflow efficiency of maintenance work orders. Other responsibilities include customer service, creating and inputting maintenance technician work orders and other data entry, prompt customer service, update aircraft navigation data, update aircraft equipment lists, update aircraft weight and balance, AD Research, and ensure all paperwork and work performed is in compliance with FAA regulations.

### **University of Mary**

Bismarck, ND

#### **Student Ambassador**

August 2014 to June 2016

Led campus tours and established relationship with prospective students. Initiated follow-up correspondence with prospective students and assisted with admissions events.

### **Food Service**

August 2011 to August 2015

Server in a fast paced dining setting. Duties also included customer service, food preparation, and payment processing.

## **EDUCATION:**

---

### **University of Mary**

Bismarck, ND

B.S.

August 2012 to May 2016

Major: Mass Communication

Minor: Public Relations

## **TRAINING:**

---

TFBO Aviation Software, Microsoft Office, Photoshop, Illustrator, InDesign, Premiere.

# Jonathan Simmers



## **Contact Information:**

[jons@bismarckaero.com](mailto:jons@bismarckaero.com)

## **EXPERIENCE:**

### **Bismarck Aero Center CEO**

Bismarck, ND  
May 2006 to Present

Responsibilities include growth, leadership, customer service, and sales of start-up avionics and fueling operations. Also responsible for managing the day to day cash flow, business operations, recruitment, new leadership, organizational structure, strategic planning and direction to meet the future needs as BAC continues to grow. Have been responsible for growing company employee totals from 5 to over 40 and increasing revenue by \$3.8m.

### **Polaris Industries Human Resources Generalist**

Roseau, MN/Vermillion, SD/Osceola, WI  
February 2002 to April 2006

Responsibilities included recruiting exempt and hourly employees, facilitating corporate activities, maintain consistent enforcement of company policies, developing policies and procedures, driving change within the manufacturing organization (assembly & fabrication), and managing employee issues. Other projects include but not limited to: competency modeling, summer student coordinator, drive hiring, succession planning, and process improvements.

### **Kadrmass, Lee, & Jackson Airport Services Group Assistant**

Bismarck, ND  
Summer 2001

Assisted airport services group with marketing efforts and Operation Management newsletter series. Continued assistance through correspondence assignments and projects.

### **Communications Internship**

Summer 2000

Assisted with developing recruitment procedures and various marketing projects. This position fulfilled business communication concentration intern requirements consisting of 180 hours in a business setting.

## **EDUCATION:**

### **University of North Dakota**

Grand Forks, ND  
May 2002

Masters of Business Administration

Major: Business Administration with an emphasis in Human Resources and final project in Business Operations for rural airports.

MBA Student Association Vice President.

### **Jamestown College**

Jamestown, ND  
May 2000

Bachelor of Arts

Major: Business Administration.

Minor: Communication.

Concentrations: Business Management, Business Communication, and International Business.

Honors: Cum Laude.

### **Bismarck State College**

Bismarck, ND  
May 1998

Associate of Arts

## **ACTIVITIES:**

Active member of Vistage International, Bismarck/Mandan Chamber of Commerce, ND Economic Development Foundation, ND Business Aviation Association, ND Aviation Council, and volunteer Bismarck/Mandan Junior Achievement Council Member.

#### Additional Support Personnel Summary

- Andrew Brossart – Avionics Technician
  - Responsible for Avionics inspections, repairs, and installations,
  - Credentials include FAA Repairman's Certificate, A.S. GIS. Employed at BAC since 2015.
- Brian Berry - Avionics & Maintenance Technician
  - Responsible to conduct Maintenance and Avionics inspections, repairs and installations.
  - Credentials include A&P, over 10 years in aviation, Army Veteran. Employed at BAC since 2016
- Tim Baltzer – Avionics Technician
  - Responsible to assist Avionics Technicians with troubleshooting and repairs.
  - Credentials include over 35 years in aviation. Employed at BAC since 2013.
- Zachery Riveland- Jr. Maintenance Technician
  - Responsible to assist Maintenance Technicians with inspections and repairs.
  - Credentials include A&P, AS, Aviation Maintenance Technology. Employed at BAC since 2018.
- Marshall Christensen – Jr. Maintenance Technician
  - Responsible to assist Maintenance Technicians with inspections and repairs.
  - Credentials include A&P, AS, Aviation Maintenance Technology, Private Pilot. Employed at BAC since 2018.
- Tracie Gefroh – Controller
  - Responsible for all accounting oversight and accounts payables.
  - Credentials include CPA, BS in accounting. Employed at BAC since 2013.
- Christine Stavn – Accounting Assistant
  - Responsible to assist with accounts receivables.
  - Credentials include over 15 years in office management. Employed at BAC since 2017.
- Linda Davis – Customer Service Representative
  - Responsible to assist with accounts receivables and customer service.
  - Credentials include over 35 years of customer service experience. Employed at BAC since 2014.
- Robert Simmers, President, Founder, Co-owner
  - Responsible for vision and oversight.
  - Credentials include founding BAC, over 50 years in aviation, 15,000 hours flown, Multi-Engine Instrument Commercial Rated Pilot.



#### Appendix C - Customer Service Reference Letters

- Fred Zeeb – Bismarck Air Medical
  - Beechcraft King Air Fleet Owner
- Wes Smith – Corporate Air
  - Cessna Caravan Fleet Operator
- Bill Marion – Dakota Eye Institute
  - Scheduled Medical Crew Flights



Bismarck Air Medical  
2940 N 19<sup>th</sup> St.  
Bismarck, ND 58503

To Whom it May Concern:

I would like to recommend Bismarck Aero Center for aircraft maintenance services. To put our recommendation in to context, I would like to share a little about my experience and our relationship with Bismarck Aero Center (BAC). I am the founder of Metro Area Ambulance Services (1983) and Bismarck Air Medical.

We have been operating aircraft for nearly twenty years and have been working exclusively with Bismarck Aero Center for aircraft maintenance services for the past three years. We currently operate three turbine aircraft; Beechcraft King Air B200, Beechcraft King Air C90, and Cessna Conquest 441.

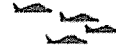
During our tenure with Bismarck Aero Center, we have noticed increased stability in our aircraft operations and increased reliability of our aircraft, ultimately improving the safety of our flight operations. Furthermore, we have recognized an increased attention to detail by BAC maintenance staff ranging from the Director of Maintenance to the Maintenance Technicians. Notably, we have recognized more value by receiving transparent billing processes and trust in our relationship with BAC. Recently, our perspective of Bismarck Aero Center has been re-enforced by the Federal Aviation Administration (FAA) as they have made positive comments about the improvement of our maintenance records since the transition in 2015.

Please do not hesitate to contact me for further reference questions as it pertains to aircraft maintenance and our relationship with Bismarck Aero Center.

Sincerely,

Fred Zeeb  
President  
Bismarck Air Medical  
701-220-6969

**CORPORATE AIR**



August 31, 2018

To Whom it May Concern:

I would like to provide my sentiments as a reference for Bismarck Aero Center and their Part 145 Repair Station.

Corporate Air specializes in air services offering feeder airline cargo service and is a certified FAA Part 135 Air Carrier. Over more than the last decade we have had the privilege of working with Bismarck Aero Center for both our scheduled and unscheduled maintenance needs, as our normally scheduled flights brought us to Bismarck daily.

In late 2017, we were mandated to update some of the avionics systems in our fleet by September 1, 2018. Most notably, the mandate included installation of Garmin weather data link, Appareo Vision 1000 Camera and other alterations. After deliberation, it became apparent that we needed support from an FAA certified Part 145 Repair Station to comply meet this mandate, as it effected nearly 40 aircraft in our fleet.

After completing a handful of installations with Bismarck Aero Center during the spring of 2018, it became apparent that Howard Burns, Kris Hexom, and their team have the technical experience to complete the installations on-time, within budget, and within FAA safety standards. Bismarck Aero Center was able to complete modifications to 26 aircraft over the course of 8 months (including 5 aircraft located in Hawaii), all while accommodating our ever-changing schedule and needs.

Bismarck Aero Center has a track record of excellent communication and being accountable as this is the second major mandate in the past 10 years where they have assisted Corporate Air with compliance. I can be reached at 406-247-3111 or via email, [smithw@corporateair.net](mailto:smithw@corporateair.net) for further conversation about our experience with Bismarck Aero Center.

Best Regards,

Wesley Smith  
Corporate Air  
Director of Maintenance



August 29, 2018

To Whom It May Concern:

Dakota Eye Institute has had a long-standing relationship with Bismarck Aero Center. Our relationship goes back to 1990. We utilize Bismarck Aero Center to fly and maintain our airplane. In most weeks, our airplane is used about two to three days per week. In all the years we have been associated with Bismarck Aero Center, we have had an extremely positive relationship with them. Their ability to maintain our airplane in a safe and efficient manner has always impressed us. They are extremely mindful of routine maintenance being done during times the plane is not required for use by our physicians and staff. I also appreciate their ability to bring other maintenance items to our attention which we should be considering for the future so that we can plan for these particular expenses. Jon Simmers has been wonderful to work with in the management of our aircraft. Chris Brown and Josh Simmers have been extremely proficient pilots.

On behalf of Dakota Eye Institute, I would highly recommend Bismarck Aero Center to anyone considering a company to manage their maintenance of other aircraft. I am confident you will find Jon Simmers and all the staff to be very competent, professional, and easy to work with. I also would encourage that if you have further questions to not hesitate to give me a call, and I could elaborate on how positive our relationship has been with them.

Sincerely,

*Bill Marion*

Bill Marion  
Practice Administrator



#### Appendix D – Risk Management

- Reference Letter from Wings Insurance
- Certificate of Insurance – General Liability , Hangarkeepers
- Certificate of Insurance – Commercial Auto Insurance Binder
- Certificate of Insurance – North Dakota WSI



August 28<sup>th</sup> 2018,

To Whom It May Concern,

We have reviewed the insurance requirements as outlined in the Risk Management Appendix and find Bismarck Aero Center / Mandan Aero Center to be in full compliance with the aviation General Liability requirements. There is no in-flight hangarkeepers coverage as part of this policy, and we do not carry the insured's Workers Compensation or off-airport Premises Liability coverages. Should any part have questions concerning the coverages carried on the Bismarck Aero Center / Mandan Aero Center aviation insurance policy, please don't hesitate to contact me.

Sincerely,

Jeff Dalton – Director of Operations / Wings Insurance

Enclosure

## CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**

North Dakota Department of Transportation  
Procurement Office  
608 E. Boulevard Avenue  
Bismarck, ND 58505

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

Aircraft Management Services, Inc. and as endorsed  
2301 University Drive  
Building #53  
Bismarck, ND 58504

**POLICY NUMBER:** NAF6011865  
**POLICY PERIOD:** From October 1, 2017 To October 1, 2018  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

As respects the above certificate holder:

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization, but only with respect to liability arising out of the Named Insured's aviation operations. In addition, notwithstanding any provision in the policy to the contrary, the Company waives its rights of subrogation against Additional Insured. This waiver shall not affect any of the Insured's own rights under this contract.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of October 1, 2017.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: October 11, 2017  
Certificate No.: 11

**SCHEDULE OF LOCATIONS**

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Bismarck Municipal Airport, Bismarck, ND

Type of Coverage:

**LIMITS OF LIABILITY**

Products-Completed Operations Aggregate Limit	\$5,000,000
Personal Injury & Advertising Injury Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$5,000
Hangarkeepers' Each Loss Limit	\$10,000,000
Hangarkeepers' Each Aircraft Limit	\$5,000,000
Hangarkeepers' Deductible(s): \$2,500.00 per aircraft/\$10,000.00 as respects jet and turbine-powered aircraft	
Property Damage Deductible(s): \$2,500.00 per claim/\$10,000.00 as respects jet and turbine-powered aircraft	



National Indemnity group of insurance companies  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944



## Commercial Auto Insurance Binder

BISMARCK AERO CENTER  
2301 UNIVERSITY DR  
BISMARCK, ND 58504

Policy Term: 11/06/2017 12:01 AM to 11/06/2018 12:01 AM  
Policy Number: 70APR357366  
Minimum Earned Premium: \$0  
Business Description: LOANER CARS FOR PILOTS

Total Policy Premium: \$1,786.00

Issued by: Northern States Agency, Inc. (Mendota Heights, MN)

THIS BINDER IS A TEMPORARY CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE BOTTOM OF THIS FORM.  
Thank you for your recent order for coverage. We are pleased to bind coverage (FOR 30 DAYS) effective 11/06/2017 12:01 AM  
with National Indemnity Company.

### Coverage Information

Coverage	Limit
Liability (BI & PD) Liability applies to scheduled autos only.	\$1,000,000 Combined Single Limit
Uninsured Motorist (BI)	\$1,000,000 Combined Single Limit (BI Only)
Underinsured Motorist (BI)	\$1,000,000 Combined Single Limit (BI Only)
Personal Injury Protection	\$30,000 maximum aggregate
Medical Expenses	Included
Rehabilitation Expenses	Included
Work Loss or Survivors' Income Loss	\$150 per week max.
Replacement Services Loss or Survivors' Replacement	
Services Loss	\$15 per day max.
Funeral Expense	\$3,500 maximum
Physical Damage	See Vehicle Information. Only covered if a value and deductibles are listed.

### Vehicle Information

1. 2006 CHEVROLET IMPALA	VIN: 2G1WT58K569147992
2. 2005 CHEVROLET UPLANDER	VIN: 1GNDV23L65D269745
3. 2005 CHEVROLET VENTURE	VIN: 1GNDV33E55D109802

(Continued on next page)

### Special Conditions:

This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.



**North Dakota Workforce  
Safety & Insurance**

**CERTIFICATE OF  
PREMIUM PAYMENT**  
WORKFORCE SAFETY & INSURANCE  
EMPLOYER SERVICES  
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1  
PO BOX 5585  
BISMARCK ND 58506-5585  
Telephone 1-800-777-5033  
Toll Free Fax 1-888-786-8695  
TTY (hearing impaired) 1-800-366-6888  
Fraud and Safety Hotline 1-800-243-3331  
[www.WorkforceSafety.com](http://www.WorkforceSafety.com)

TRACIE GEFROH  
BISMARCK AERO CENTER CORP  
BISMARCK AERO CENTER/MANDAN AERO CENTER  
2301 UNIVERSITY DR BLDG 53  
BISMARCK ND 58504-

Employer Account Number: 1274462

Issued Date: 08/27/2018

Expiration Date: 09/13/2019

## **CERTIFICATE OF PREMIUM PAYMENT**

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

*Barry Schumacher*

Barry Schumacher  
Chief of Employer Services

Class	Classification Description
7403	Aircraft Ground Crew Operations
7405	Aircraft Flying Operations
8747	Professional/Business Reps
8747X	Officer/Owner or Family Member Coverage
8805	Clerical Office Employees



#### Appendix E – Financial Viability

- Reference letter from Michelle Nyhus Tax Services, CPA
- Reference letter from BNC National Bank
- Reference letter from Unison Bank
- Methodology & Explanation –See Cost Proposal
- Domestic Corporation Annual Report (Company Officer Report) -See Cost Proposal
- Three Years Tax Statements – See Cost Proposal
- Three Years Income & Balance Sheet – See Cost Proposal



August 29, 2018

To whom it may concern:

Bismarck Aero Center is a community-minded locally grown company who I have had the privilege of working with since 2011. While providing accounting and tax services for Bismarck Aero Center, I have noticed the cautious attention to detail paid by the owners on numerous occasions. They have hired qualified professionals over the past few years to help assess everything from pricing/purchasing decisions to much larger expansion ideas. Respect has always been paid to the professional advice.

The company takes great pride to encompass all that the personal and professional aviation industry requires: service, fueling, education, pilot services and more. Management has carefully considered the business' cashflow in decisions relating to product management, employment, and bank borrowing, to name a few. Managers also strive to reward each employee as an important team member, hoping to empower them to provide top notch experiences for their clientele. According to management, around 95% of these clients continue to come back!

Personally, my husband and I have hired Bismarck Aero Center for our flight education needs. It's no surprise to us that the business recently celebrated its 28<sup>th</sup> year!

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Michelle L. Nyhus'.

Michelle L. Nyhus, CPA



**BNC**  
**National Bank**

---

3000 Yorktown Drive    Bismarck, ND 58503    [www.bncbank.com](http://www.bncbank.com)    Telephone: (701) 250-3070    Fax: (701) 355-3270

August 28, 2018

**Re:    Bismarck Aero Center Corporation**

To Whom It May Concern:

BNC National Bank has maintained a relationship with Bismarck Aero Center Corporation since 2005. During this time, we have developed a very good working relationship with the executive management team of the company and have a high level of comfort in their ability to manage and operate a business. Throughout the relationship, all banking accommodations have been handled as agreed.

Feel free to use me as a reference if you have any questions about Bismarck Aero Center Corporation, its management team, and their track record with our bank.

Regards,

Jason Ulmer  
Business Banking Officer  
BNC National Bank



August 28, 2018

Re: Robert Simmers, Jon Simmers and Bismarck Aero Center Corporation

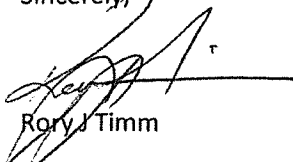
To Whom It May Concern:

This is a letter of reference of Bismarck Aero Center Corporation (BACC). Unison Bank has developed an extensive relationship with Robert Simmer (Simmers Family). The banking relationship is over 40 years old and is continuing. Jon Simmers has worked alongside his father for several years. Jon has the knowledge, passion and vision to continue to lead BACC into the future.

Unison Bank has continued this relationship over the years due to a sound business plan of the borrower and their continued success of providing services to the aircraft community at the Bismarck Airport. It is important to have a successful partnership with borrowers to be able to expand their operations. Solid performance on current and past loans has been excellent. Working with Bob and Jon is a pleasure and Unison Bank looks forward to helping provide additional financing needs when those arise.

If you have any questions, please feel free to contact myself at 701-952-5683 or [rtimm@unisonbank.com](mailto:rtimm@unisonbank.com).

Sincerely,



Rory J Timm  
Vice President

401 1st Avenue South :: PO Box 2056  
Jamestown, ND 58402-2056  
701-253-5600 :: Fax 701-253-5757  
Toll Free 800-708-8348

3740 E. Southern Ave., Suite 120  
Mesa, AZ 85206  
480-497-9800 :: Fax 480-497-3775  
Toll Free 855-803-2265 :: Fax 855-805-2265

[unisonbank.com](http://unisonbank.com)



#### Appendix F – Service Reporting Documents

- Shop Order Total Billing Report - sample
- Shop Order - sample

Run: 8/28/2018  
8:12AM

**Bismarck Aero Center**  
**Shop Order Total Billings Report**

Page: 1

Includes Shop Orders Closed From: / / Through: / /

Shop Order #	Account Name	Close	Aircraft #	Inventory	Labor	Other	Total
RS-18-1089	ND Dept. Of Transportation	4/27/2018	N202ND	4.21	102.00	0.00	106.21
Totals:				4.21	102.00	0.00	106.21

**Totals By Category:**

**Inventory:**

Total Parts:	4.21
Total Fuel:	0.00
Total Oil:	0.00
Total Outside Parts:	0.00
	<hr/>
	4.21

**Labor:**

Total Hourly Labor:	102.00
Total Flat Fees:	0.00
	<hr/>
	102.00

**Other:**

Total Outside Work:	0.00
Total Outside Repair:	0.00
Total Misc Supplies:	0.00
Total Freight:	0.00
Total Miscellaneous:	0.00
Total Core Charges:	0.00
Total Sales Taxes:	0.00
Total Fuel Taxes:	0.00
Total Discounts:	0.00
	<hr/>
	0.00

**Grand Totals:** 106.21

Notes: Reporting on Single Transaction: RS-18-1089



# Bismarck Aero Center

2301 University Drive Bldg 53

Bismarck ND 58504

Office (701) 223-4754

Fax (701) 223-9566

Work Order: RS-18-1089  
Acct Number: N202ND

Opened: 4/27/2018  
Closed: 4/27/2018

Sold To: ND Dept. Of Transportation N202ND

Ship To: ND Dept. Of Transportation N202ND

Aircraft Number: N202ND Type: B200 S/N: BB1611

## Discrepancy: 1

### Item:

Charge air conditioning system per customer's request.

### Action Taken:

Serviced air conditioning system with 1 pound of R134 refrigerant.

Tech: EP

Inspector: HB

Charges This Item:				1.00 Hours @		102.00	\$	102.00
Part Number	Description	Credit	Quantity	Units	List Price	Disc	Unit Price	Extended
R134A	Freon		1.00	Pound	6.750	38	4.210	\$ 4.21
				Total For This Discrepancy:		\$	106.21	

## Summary:

Total Parts:	\$	4.21	Total Labor - 1.00 Hours:	\$	102.00
--------------	----	------	---------------------------	----	--------

## Totals:

SubTotal:	\$	106.21
Total Charges:	\$	106.21
Amount Remaining:	\$	106.21

There has been a 5% shop supply fee applied to this work order based upon labor.  
Other pertinent details of this work order are on file.

**PLEASE PAY FROM THIS INVOICE.**

**Payment terms are NET 10 DAYS from Closed Date.**

Late payments are subject to 1.5% interest.  
Credit card payments are subject to a 3% transaction fee.

Thank you for your business!

BAC reserves the right to file a FAA Mechanics Lien on all account balances that are past due.



Appendix G – NDDOT Correspondence

- Amendment No. 1
- RFP 905-16-18-050 – Letter of Interest

**Amendment No. 1**

To: ALL INTERESTED SUPPLIERS  
From: North Dakota Department of Transportation  
Date: August 30, 2018  
Re: Amendment to RFP 905-16-18-050, Aircraft Maintenance Service

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This solicitation is amended as follows:

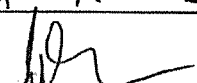
**Section 7.13, Risk Management Appendix, has been revised. Replace Attachment 7.13, Risk Management Appendix, with the attached updated Risk Management Appendix (revision date 8-18).**

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer  
PHONE: 701-328-4466  
FAX: 701-328-0310  
E-MAIL: vbrosten@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR and TITLE	
Jonathan P. Simmels LEO	
SIGNATURE	DATE
	8-31-18



August 17, 2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
FINANCIAL MANAGEMENT DIVISION – PROCUREMENT  
REQUEST FOR PROPOSAL 905-16-18-050  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700

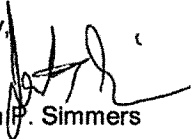
Re: Letter of Interest – RFP-905-16-18-050, AIRCRAFT MAINTENANCE SERVICE

Ms. Brosten:

The purpose of my correspondence is to indicate our interest in the Aircraft Maintenance Service RFP with the North Dakota Department of Transportation in accordance with section 1.14 of the RFP. It is recognized that this is an optional exercise related to the RFP. We would like to ensure that we receive all future notices related to this RFP.

Please do not hesitate to reach out to me for any additional questions.

Sincerely,

  
Jonathan P. Simmers  
CEO  
Bismarck Aero Center  
701-223-4754  
jons@bismarckaero.com

**OTHER COST RELATED:**

Item 6 - Offerors must indicate whether or not they charge an additional call out fee for after hours or defined holidays.

Call out Fee: Amount \$ NA charged per NA (Instance, hour,)

Item 7 - The NDDOT will pay the replacement cost for parts at the time the parts are pulled from inventory and used on NDDOT aircraft, plus a negotiated markup percentage. Do not include shipping costs.

Indicate the markup percentage offered 20 %

Item 8 - The NDDOT will pay a negotiated markup percentage for parts that may be required for service but are not stock items. Do not include shipping costs.

Indicate the markup percentage offered 14 %

Item 9 - Payment terms and discount offers may be considered during negotiation with the apparent awardee. If offeror wishes to address payment terms and discount offers, then include that information in an attachment to the cost proposal.

- See attached

**EVALUATOR'S POINT TOTAL FOR 7.05 (Maximum 15)**

John J. 9-4-18



### Company Viability - Methodology and Explanation

Section 5.03 of the RFP contains the Company Viability requirements of any responding proposals to "provide financial information in such a manner that the state can reasonably formulate a determination about the stability and financial strength of the organization." The RFP lists several methods of providing this information. In our best interest for confidentiality, we have chosen not to submit our information to D&B at this time. As a result, our methodology used in providing Company Viability information is to include the tax returns, balance sheet, and income statements that correlate together from the past three years. Note that our company completed our official name change transition from Aircraft Management Services to Bismarck Aero Center Corporation effective December 8, 2017. The name change is merely to simplify our brand and to reduce confusion amongst the General Aviation Community. There have been no other organization changes associated with this name change.

Furthermore, we have offered three reference letters from financial institutions that can support our growth, financial strength, and management practices. In visiting with our primary lender, BNC Bank, they have communicated that they do not pull credit reports due to our long standing working history together. Each member has agreed to accept a phone call from the NDDOT.

Respectfully, we would also like to offer evidence that our relationship with the NDDOT over the past 14 years without any financial issues would suggest an established track record for Company Viability.

- Company Size – see attached tax statements, balance sheets and income statements.
- Organization – S Corporation
- Date of Incorporation – April 12, 1990
- Ownership – Robert H. Simmers, Michael A. Aarestad, Jonathan P. Simmers
- Number of Employees – 40 combined full-time and part-time.
- Revenues – see attached

In addition, it is important to recognize our strong relationship that has been developed with the City of Bismarck and the Bismarck Airport. Our positive relationship has been solidified through our strict adherence to Bismarck Airport Minimum Standards, positive community outreach programs, industry advocacy involvement, and youth programs. Evidence of this solid relationship are highlighted by the continued support of the Bismarck Airport in the recent expansions of Hangar 6 and our remodeling efforts for our FBO facility.

We would like to certify that there are no judgments against or existing conditions that could have a potential financial reversal for Bismarck Aero Center and associated companies. Bismarck Aero Center and associated companies have not received any FAA fines in the last 24 months and are not currently under any associated investigations.



### 2.08 Cost Proposal and Definition of "Hourly Rate"

It is recognized that administrative fees, mark up on freight, or shop supplies as a variable to labor are not acceptable within the guidelines of RFP 905-16-18-050 and will not be charged to the NDDOT. Hourly rates listed in U.S. currency will apply in the following manner:

1. BAC will bill the hourly rate for actual time spent by the Technician with regard to maintenance and avionics activities associated with inspections, repairs, or installations. Given BAC is located on the same airport as the NDDOT leased hangar, billing an hourly rate for travel from an off-site location will not be considered in the hourly rate.
2. It is anticipated that any work completed away from the NDDOT hangar would be under extenuating circumstances and would be more than likely at a remote airport away from Bismarck, ND. As a result, any service work performed at the Bismarck Airport will not be eligible for reimbursement for Technician travel time or aircraft relocation. If services are required under extenuating circumstances at a remote airport, all travel expenses will be pre-approved by the NDDOT Maintenance Manager. If extenuating circumstances apply, BAC policy is to charge mileage as well as lodging and meals at cost.

BAC does not intend to request a rate increase after the 12 months of the contract have been completed.

You will notice a 20% recommended mark up for Item 7 on Cost Proposal 7.05. After careful study, the overwhelming majority of in-stock items purchased by the NDDOT over the past few years have been primarily insignificant cost/consumable items such as "o" rings and light bulbs. The increased rate covers shipping and handling expenses that are not recovered for in stock items. We will honor our past pricing of 15% for in stock tires sold to the NDDOT.

Industry standards allow for a 3-5% mark up above labor costs for shop supplies fees. If awarded the contract, we would like to review the possibility of a reasonable shop supplies fee schedule with the NDDOT.

All hourly rates and invoices assume net 30-day payment terms. Prompt Pay discounts will be considered after a payment history with the NDDOT is established. If average payments are made within 15 days, a 1% discount will be offered. From an administrative standpoint, it becomes too cumbersome to issue a discount on an invoice by invoice basis. As a result, a track record must be established and the average benchmark discount can be applied to all NDDOT work orders. On the reverse, if a track record of late payment beyond 30 days is established, Bismarck Aero Center may assess late payment fees in the form of accumulated interest. Additional hourly rate discounts can be explored if the NDDOT is interested in discussing Jet A fuel purchases with Bismarck Aero Center (this is outside of the scope of the current RFP).

## Risk Management Appendix

### Aircraft Product/Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to indemnify, save and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Contractor or its agent, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement. Contractor also agrees to indemnify, save and hold the State harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Airport Liability** including completed operations in the amount of **\$1,000,000 per occurrence**.
- 2) **Ground Hangarkeeper's Liability** with minimum limits of **\$5,000,000 per aircraft**. (If the Contractor takes the planes into the air for testing, Contractor must provide **In-Flight Hangarkeeper's Liability** with minimum limits of **\$5,000,000 per aircraft**).
- 3) **Automobile Liability** for off-premises liability including owned, hired, and non-owned vehicles **with limits of \$1,000,000**.
- 4) **Workers compensation** insurance meeting all statutory limits.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 2, and 3 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 8-18  
Revised 8-18