

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

**REQUEST FOR PROPOSAL TITLE: Aviation Safety Audit**

**REQUEST FOR PROPOSAL NO.: 905-14-15-050**

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 Aviation & Marine Safety Solutions International, LLC, hereinafter referred to as the Contractor, whose address is 1515 Perimeter Road, Suite 217, West Palm Beach, Florida, 33406.

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 October 28, 2015, NDDOT's request for proposal issued on September 30, 2015, 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.



A handwritten signature, likely of the Contractor's authorized representative, is located in the bottom right corner of the page. The signature is written in dark ink and appears to be a stylized set of initials or a name.

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.



A handwritten signature, possibly "PK", is located at the bottom right of the page.

16. This agreement becomes effective when all parties have signed and it shall terminate on 11/30/2016.

EXECUTED the date last below signed.

WITNESS:

Julianne Hartless

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.)

CONTRACTOR: Aviation & Marine Safety Solutions International, LLC (AvMaSSI)

Louis A. Sorrentino

NAME (TYPE OR PRINT)

SIGNATURE

CEO & Managing Director

TITLE

December 1 2015

DATE

WITNESS:

Sandra Goebel

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

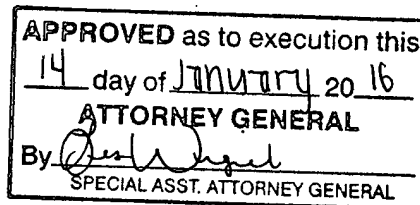
Bradley D. Fields

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

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



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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: Aviation & Marine Safety Solutions International, LLC (AvMaSSI)

Louis A. Sorrentino

NAME (TYPE OR PRINT)

SIGNATURE

CEO & Managing Director

TITLE

December 1 2015

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.



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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 discrimination 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.*).



A handwritten signature is located in the bottom right corner of the page. It appears to be a stylized, cursive signature, possibly of a person's name, written in dark ink.

## 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



FLORIDA INTEGRITY  
270 S CENTRAL BD #108  
JUPITER, FL 33458  
1-561-429-5221

**PROGRESSIVE**  
COMMERCIAL

**Policy number: 03593638-0**

Underwritten by:  
Progressive Express Ins Company  
January 13, 2016  
Page 1 of 1

## Certificate of Insurance

**Certificate Holder**

AVIATION & MARINE SAFETY  
103 S US HIGHWAY 1, STE F5-210  
JUPITER, FL 33477

**Insured**

AVIATION & MARINE SAFETY  
103 S US HIGHWAY 1, STE F5-210  
JUPITER, FL 33477

**Agent**

FLORIDA INTEGRITY  
270 S CENTRAL BD #108  
JUPITER, FL 33458

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Mar 16, 2015

Policy Expiration Date: Mar 16, 2016

**Insurance coverage(s)****Limits**

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured Motorist	\$300,000 CSL Non-Stacked
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insd & Relative
Employer's Non-Owned Auto BIPD	\$1,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit

**Description of Location/Vehicles/Special Items****Scheduled autos only**

2015 MERCEDES-BENZ C250 WDDGJ4HB9FG374282	
Comprehensive	\$500 Ded
Collision	\$1,000 Ded

**Certificate number**

01316A10638







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	<b>CONTACT NAME:</b> AirSure Limited	
	<b>PHONE (A/C, No, Ext):</b> 303-526-5300 <b>FAX (A/C, No):</b> 303-526-5303	
<b>INSURED</b> Aviation & Marine Safety Solutions International 103 South US Highway 1, Suite F5-210 Jupiter FL 33477	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Allianz Global Corporate & Specialty	
	<b>INSURER B:</b> Lloyds of London	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 25382187**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		A2GA000699815AM	7/8/2015	7/8/2016	EACH OCCURRENCE \$ \$6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ \$6,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ \$6,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			B0621P0028083601	7/8/2015	7/8/2016	\$1,000,000 Each Occurrence/Aggregate

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

Ground Hangarkeepers Liability included: \$100,000 each aircraft each occurrence  
--See Attached Remarks Schedule--

**CERTIFICATE HOLDER****CANCELLATION**

North Dakota Department of Transportation  
State of North Dakota  
its agencies, officers and employees  
bdfields@nd.gov

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

AUTHORIZED REPRESENTATIVE

(CO) Kerin Dodd

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY AirSure Limited		NAMED INSURED Aviation & Marine Safety Solutions International 103 South US Highway 1, Suite F5-210 Jupiter FL 33477	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD 25 (01/14)

HOLDER: North Dakota Department of Transportation State of North Dakota its agencies, officers and employees

ADDRESS: bdfields@nd.gov

Coverage is primary and is not contributory by any insurance or self-insurance maintained by the Certificate Holder.

WHO IS AN INSURED (SECTION V) is amended to include the Certificate Holder as an additional insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

- A. In the performance of ongoing operations of the Named Insured; or
- B. In connection with the premises owned by or rented to the Named Insured



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	<b>CONTACT NAME:</b> AirSure Limited	
	<b>PHONE (A/C, No, Ext):</b> 303-526-5300	<b>FAX (A/C, No):</b> 303-526-5303
<b>INSURED</b> Aviation & Marine Safety Solutions International 1515 Perimeter Road, Suite 217 West Palm Beach FL 33406	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Praetorian Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 24819232**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AWC0200216	1/5/2015	1/5/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

North Dakota Department of Transportation State of North Dakota its agencies, officers and employees bdfields@nd.gov	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (CO) Kerin Dodd

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ACORD 25 (2014/01)

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## **Amendment No. 1**

To: ALL INTERESTED SUPPLIERS  
From: North Dakota Department of Transportation  
Date: October 21, 2015  
Re: Amendment to RFP 905-14-15-050, Aviation Safety Audit

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Bidders Instruction 1.08 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

**Question 1** The RFP states that payment will be submitted at the conclusion of the project. Is it possible to do alternate billing terms in order to have a portion of our costs covered during the audit or must we front the money in order to complete the project on behalf of NDDOT?

**Answer 1:** Reference page 11 of 31, 3.11 Proposed Payment Procedures

**DELETE:** The State will make a single payment for each audit when all of the audit report is received and the contract is completed and approved by the project manager designated by the State.

**ADD:** The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project administrator has approved invoice. The State will not make any advanced payments before performance by the contractor under this contract.

**Question 2** One of the deliverables stated on the RFP is that the final report must offer a determination if the NDDOT "runs a safe and legally compliant Aviation Service operation" (5.03). What form does this statement need to be made? There is no certifying agency or criteria that can claim somebody as "safe." We can comment on compliance and use of best practices/legal compliance as sampled, but we cannot guarantee that every regulation is followed in every situation.

**Answer 2:** Offerors must check for compliance with Federal Aviation Regulations and that best industry safety practices are being administered.

**Question 3:** Our performance review auditors are not W2 employees. They are dedicated independent consultants. They have been with our company for 10+ years and only perform this type of work under the VanAllen brand. However, I wanted to ensure that the use of these two gentlemen would not violate the "no subcontractors allowed" statement in the RFP.

**Answer 3:** Reference page 16 of 31, 6.08 Subcontractors

**DELETE:** Subcontractors will not be allowed.

**ADD:** Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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 <u>and TITLE</u>	
Louis A. Sorrentino    Chief Executive Officer	
SIGNATURE 	DATE January 8, 2016

## Amendment No. 2

To: ALL INTERESTED SUPPLIERS  
From: North Dakota Department of Transportation  
Date: October 21, 2015  
Re: Amendment to RFP 905-14-15-050, Aviation Safety Audit

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Bidders Instruction 1.08 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

**Question 1:** Are you looking for a IS-BAO audit or a best practices safety audit?

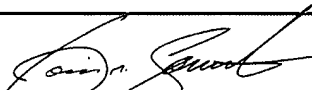
**Answer 1:** NDDOT is requesting a best practices safety audit.

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 <u>and</u> TITLE	
Louis A. Sorrentino Chief Executive Officer	
SIGNATURE	DATE
	January 8 2016

# STATE OF NORTH DAKOTA

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF FLIGHT OPERATIONS & FINANCIAL MANAGEMENT  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700**

## REQUEST FOR PROPOSAL

RFP Title: **AVIATION SAFETY AUDIT**

RFP Number: **905-14-15-050**

Date of Issue: **September 30, 2015**

Purpose of RFP: The North Dakota Department of Transportation (NDDOT) requires an annual safety audit for NDDOT Flight Operations Department. NDDOT Flight Operations Department is located in Bismarck, North Dakota and is a non IS-BAO operation consisting of 2 King Air aircraft and 1 Caravan aircraft. NDDOT requests a complete review of its aircraft, records, facilities and personnel to ensure compliance with all Federal and State Regulatory and Safety requirements.

**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 (NDDOT), Flight Operations Department, hereafter known as the "purchasing agency" is soliciting proposals for a safety audit. NDDOT Flight Operations Department is located in Bismarck, North Dakota and is a non IS-BAO operation consisting of 2 King Air aircraft and 1 Caravan aircraft. NDDOT Flight Operations requests a complete review of its aircraft, records, facilities and personnel to ensure compliance with all Federal and State Regulatory and Safety requirements.

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

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor 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***

### 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.

The approximate RFP schedule is as follows:

- RFP Issued: ***September 30, 2015***
- Deadline for receipt of questions and objections related to the RFP: ***October 16, 2015***
- Responses to questions / RFP amendments (if required) ***October 21, 2015***
- Proposals due by: ***October 28, 2015; 2:00 PM Central***
- Proposal Evaluation Committee evaluation completed by approximately: ***November 10, 2015***
- State issues Notice of Intent to Award a Contract approximately: ***November 13, 2015***
- State issues contract approximately: ***November 20, 2015***
- Contract start: ***December 1, 2015***

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

Offerors must submit **ONE original and 4 COPIES** of its proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

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:

ND DEPARTMENT OF TRANSPORTATION  
FINANCIAL MANAGEMENT, PROCUREMENT  
REQUEST FOR PROPOSAL (RFP): AVIATION SAFETY AUDIT  
RFP NUMBER: 905-14-15-050  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL**, Time on **October 28, 2015**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the sealed proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

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 point of contact is the NDDOT Chief Pilot who will be the Contract Administrator. The Contract Administrator assigned to this contract is:

**Bradley Fields, NDDOT Chief Pilot  
North Dakota Department of Transportation  
2301 University Drive, Building 45  
Bismarck, ND 58504  
Office: (701) 328-9568, Cell: (701) 527-0455**

Mr. Fields will be available Monday – Friday from 8:00 a.m. until 5:00 p.m.

### **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. If no deadline is specified, questions or objections must be received at least 7 days prior to solicitation closing.

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 BEFORE CONTRACT AWARD**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

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 Office. 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 **905-14**.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the Vendor Registry Office 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 who were notified of the RFP and to those that have requested a copy of the RFP from the procurement officer. Amendments will also be posted to the State Procurement Website at [www.nd.gov/spo](http://www.nd.gov/spo).

#### **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.

#### **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.

## SECTION TWO SCOPE OF WORK

### 2.01 Scope of Work

The North Dakota Department of Transportation (NDDOT) requires an annual safety audit for NDDOT flight operations department. The NDDOT flight department is a non IS-BAO operation consisting of 2 King Air aircraft and 1 Caravan aircraft. The audit shall be conducted by March 15, 2016, written report provided to NDDOT, Flight Operations, no later than April 1, 2016. Two people are required for the audit. One person must have a maintenance background and one person must have a flight operations background. NDDOT is requesting the inspection of the aircraft, hangar, flight manuals, maintenance manuals and issuance of a final report with the results of the findings.

DOT flight operations requests:

- 1) A safety audit of Flight and Maintenance Operations to ensure safety and legality to be completed no later than March 15, 2016, written report provided no later than April 1, 2016.
- 2) Audit team must have a minimum of 2 people ( One of a maintenance background and one of a flight background)
- 3) An interview of key personnel in the flight department
- 4) Review of aircraft maintenance records
- 5) Review of personnel training records
- 6) Inspected associated hangar facility
- 7) Review Flight Operations Manual and associated manuals
- 8) Provide a final report which includes:
  - A. Summary of the audit process
  - B. Findings, including any deficiencies noted
  - C. Recommendations for rectifying identified deficiencies

#### **Quality Assurance**

The contractor shall perform the audit in accordance with all applicable governmental regulations. The contractor must comply with FAA regulations and industry safety practices.

### 2.02 Deliverables

The contractor will be required to provide one electronic copy and one hard copy of the following deliverables;

#### ***A final report including:***

- (a) ***Summary of the findings of the audit process***
- (b) ***Findings including any deficiencies notes***
- (c) ***Recommendations for rectifying identified deficiencies***

### 2.03 Location of Work

The work is to be performed, completed, and managed at the following locations:

**North Dakota Department of Transportation  
2301 University Drive, Hangar #45, Bismarck, ND 58504**

The State will provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for **two** person(s) to make **one trip** to **Bismarck, North Dakota**. Travel to other locations will not be required.

## 2.04 Prior Experience

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements is a minimum of 5 years' experience working on safety audits of flight departments. Offerors must be familiar with FAA safety inspections, FAA regulations and crew resource management. Offerors must have experience with small aircraft and short airfield operations and turboprop aircraft.

## SECTION THREE GENERAL CONTRACT INFORMATION

### 3.01 Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning **December 1, 2015** and ending **November 30, 2016**.

#### Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to **THREE** options to renew this contract annually under the same terms and conditions for a period of **12 MONTHS** each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least **45 DAYS** before the scheduled contract expiration date.

### 3.02 Contract Type and Price Adjustment

This contract is a **firm fixed price** contract.

The contract prices shall be firm for the initial term 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 within 45 days before the contract expires. The price adjustment 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 December 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 (Appendix A). 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 purchasing agency.

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**

Part or all of this RFP and the successful proposal may 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 purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

### **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 initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

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

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

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 purchasing agency 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 purchasing agency, 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 Vendor 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, and certificates will be furnished upon request by the purchasing agency. 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 701-328-1246 or visit its 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 or visit its web site for more information.

### **3.11 Proposed Payment Procedures**

The State will make a single payment for each audit when all of the audit report is received and the contract is completed and approved by the project manager designated by the State.

The State will not make any 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 Right to Inspect Place of Business**

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.

### **3.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract.

In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.16 Termination for Default**

If the project manager designated by the purchasing agency 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 Service 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 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, the contractor may enter into subcontracts provided that the subcontract 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 project 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 purchasing agency and contractor.

## **SECTION FOUR EVALUATION CRITERIA AND CONTRACTOR SELECTION The total number of points used to score this contract is 100.**

### **4.01 Proposal format, clarity and conformance**

**Twenty Five Percent (25%)** of the total possible evaluation points will be assigned to this criterion.

[a] Has the submitted proposal addressed how the offeror will determine if NDDOT runs a safe and legally compliant aviation services operation?

[b] Does the submitted proposal address NDDOT's maintenance practices, flight operations manual and standardization, and the training program?

[c] Has the offeror proposed a schedule which meets the March 15, 2016/April 1, 2016 deadline?

[d] Has the submitted proposal addressed debriefing or a final report?

[e] Has the submitted proposal provided the rate to be charged for this service? Has it addressed invoices and payment? Has it addressed payment for travel expenses?

[f] Has the offeror provided an insurance certificate meeting the Risk Management appendix requirements?

#### **4.02 Personnel Experience/Educations, Business References**

**Fifty Percent (50%)** of the total possible evaluation points will be assigned to this criterion.

[a] Has this company successfully completed similar service contracts?

[b] Has the education and experience of the proposed auditors been provided? To what extent has the offeror presented the qualified personnel necessary to perform the contract?

[c] Are the proposed auditors familiar with FAA safety inspections, FAA regulations and crew resource management?

[d] Do the proposed auditors have experience with small aircraft and short airfield operations and turboprop aircraft?

[e] Has the offeror provided business reference contact information or letters of reference from previous clients?

#### **4.03 Contract Cost**

**Twenty Five Percent (25%)** of the total possible evaluation points will be assigned to cost.

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 lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

## **SECTION FIVE 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 out in this RFP and provide all information requested.

### **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 Proposal Clarity and Conformance**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must determine if NDDOT runs a safe and legally compliant aviation service operation, review NDDOT's maintenance practices, flight operations manual and standardization and the training programs. The offeror must provide a report of the findings as an electronic version as well as hard copy.

### **5.04 Personnel Experience/Educations, Business References**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must be familiar with FAA safety inspections, FAA regulations and crew resource management. The offeror must also have experience with small aircraft, short airfield operations and turboprop aircraft.

Offerors must provide **three** reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

### **5.05 Cost Proposal**

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

Offerors must complete cost proposal attached to this RFP or prepare a cost proposal following the same format.

## 5.06 Required Enclosures

- ☐ One Cover Letter
- ☐ One original proposal signed in ink
- ☐ Four copies of the original proposal
- ☐ One original cost proposal sealed in a separate envelope
- ☐ Sample audit report
- ☐ Reference contact information

## SECTION SIX 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 **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 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 Alternate Proposals**

Offerors may submit **ONLY ONE** proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be **REJECTED**.

## **6.08 Subcontractors**

Subcontractors will not be allowed.

## **6.09 Joint Ventures**

Joint ventures will not be allowed.

## **6.10 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.

## **6.11 Evaluation of Proposals**

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 reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **6.12 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors 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.

## **6.13 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.

## **6.14 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, vendors 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.

## **6.15 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.nd.gov/spo/legal/resources/> or contact the North Dakota State Procurement Office at 701-328-2740.

## **6.16 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 all costs including its travel and per diem expenses.

#### **6.17 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 project; 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.

#### **6.18 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 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 project until both the successful offeror and the State sign the contract.

#### **6.19 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 at least seven calendar days before the deadline for receipt of proposals.

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.

## **SECTION SEVEN ATTACHMENTS**

### **7.01 Attachments**

#### **Attachments**

1. Proposal Evaluation Form
2. Contract Form
3. Risk Management and Civil Rights Appendix
4. Cost Proposal Format
5. Offeror Checklist



## ATTACHMENT 1

### PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

#### INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

#### RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

#### COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2740 for assistance in applying preference laws.

## EVALUATION CRITERIA AND SCORING

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

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

RFP Title/Number \_\_\_\_\_

**I hereby certify that I do not have a conflict of interest with this offeror.** I further certify that I have reviewed the Request for Proposal Evaluators Guide and that neither I nor my immediate family members have a conflict of interest with regard to this offeror who submitted a proposal in response to this Request for Proposal, in accordance with N.D.A.C. § 4-12-04-04.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

### 5.03 Proposal Format, Clarity and Conformance

Weight **25 Percent**. Maximum Point Value for this Section  
100 Points x **25 Percent** = **25 Points**

Rating Scale ( <b>25 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-10</b>	Fair. Limited applicability
<b>11-15</b>	Good. Some applicability
<b>16-19</b>	Very Good. Substantial applicability
<b>20-25</b>	Excellent. Total applicability

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

[a] Has the submitted proposal addressed how the offeror will determine if NDDOT runs a safe and legally compliant aviation services operation?

EVALUATOR'S NOTES

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[b] Does the submitted proposal address NDDOT's maintenance practices, flight operations manual and standardization, and the training program?

EVALUATOR'S NOTES

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[c] Has the offeror proposed a schedule which meets the March 15, 2016/April 1, 2016 deadline?

EVALUATOR'S NOTES

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[d] Has the submitted proposal addressed that the final report will be available electronically as well as hard copy?

EVALUATOR'S NOTES

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[e] Has the submitted proposal provided the rate to be charged for this service? Has it addressed invoices and payment? Has it addressed payment for travel expenses?

EVALUATOR'S NOTES

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[f] Has the offeror provided an insurance certificate meeting the Risk Management appendix requirements?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR 5.03**

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#### **5.04 Personnel Experience/Education, Business References**

Weight **50 Percent**. Maximum Point Value for this Section  
100 Points x **50 Percent** = **50 Points**

Rating Scale ( <b>50 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-15</b>	Fair. Limited applicability
<b>16-30</b>	Good. Some applicability
<b>31-40</b>	Very Good. Substantial applicability
<b>41-50</b>	Excellent. Total applicability

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

[a] Has this company successfully completed similar service contracts?

EVALUATOR'S NOTES

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[b] Has the education and experience of the proposed auditors been provided? To what extent has the offeror presented the qualified personnel necessary to perform the contract?

EVALUATOR'S NOTES

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[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES

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[d] Do the proposed auditors have experience with small aircraft, short airfield operations and turboprop aircraft?

EVALUATOR'S NOTES

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[e] Has the offeror provided business reference contact information or letters of reference from previous clients?

EVALUATOR'S NOTES

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**EVALUATOR'S POINT TOTAL FOR 5.04**

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## 5.05 Contract Cost

Weight **25 Percent**. Maximum Point Value for this Section  
100 Points x **25 Percent** = **25 Points**

### Applying Preference Laws

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, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

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

See <http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

### Converting Cost to Points

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

## **COST PROPOSAL EVALUATION**

**See Attachment 4 – Proposal Response Sheet**

**EVALUATOR'S POINT TOTAL FOR 5.05**

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**Request for Proposal  
Evaluation Summary**

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum <b>75 Points</b> )	Maximum Points by Category	Score
1. Proposal Format, clarity and conformance	<b>25</b>	
2. Personnel experience and education; business references	<b>50</b>	
Cost Evaluation (Maximum <b>25 Points</b> )		
1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx">http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx</a> Calculated points awarded for price.  <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X <b>25 points</b> = Awarded Points		
5. Cost	<b>25</b>	
Total		

**Request for Proposal  
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	<b>75 POINTS Maximum</b>	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Proposal Format, clarity and conformance	<b>25</b>					
2. Personnel experience and education, business references:	<b>50</b>					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators ( <b>75 POINT MAXIMUM</b> ).					
Cost Propose Score	Note: ( <b>25 POINT MAXIMUM</b> )					
TOTAL						

**Request for Proposal  
Summary of Evaluation Committee Totals**

Name of RFP:						
Date:						
Technical Evaluation Criteria	<b>75 POINTS Maximum</b>	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Proposal Format, clarity and conformance	<b>25</b>					
2. Personnel experience and education, business references:	<b>50</b>					
Technical Proposal Score						
Cost Proposals Score						
Grand Total						



**ATTACHMENT 2**  
**CONTRACT – Next 3 Pages**

## **ATTACHMENT 3**

### **RISK MANAGEMENT AND CIVIL RIGHTS APPENDIX – Next 3 Pages**

## **ATTACHMENT 4**

### **COST PROPOSAL RESPONSE SHEET – Next 1 Page**

**Instructions:** ONE (1) completed cost proposal response sheets it to be submitted ina separate sealed envelope or package, clearly labeled "cost proposal."

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.

## COST PROPOSAL RESPONSE SHEET

	Hours (Combined total of 2 personnel)	Cost/Hour	Sub Total	Total
Travel				
On-Site Audit				
Compilation of final report				
TOTAL				

The contractor is responsible for the difference in estimated travel expenses.

## **ATTACHMENT 5**

### **CHECKLIST FOR OFFERORS**

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Appendixes A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ☐ 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.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.

## **Amendment No. 1**

To: ALL INTERESTED SUPPLIERS  
From: North Dakota Department of Transportation  
Date: October 21, 2015  
Re: Amendment to RFP 905-14-15-050, Aviation Safety Audit

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Bidders Instruction 1.08 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

**Question 1** The RFP states that payment will be submitted at the conclusion of the project. Is it possible to do alternate billing terms in order to have a portion of our costs covered during the audit or must we front the money in order to complete the project on behalf of NDDOT?

**Answer 1:** Reference page 11 of 31, 3.11 Proposed Payment Procedures

**DELETE:** The State will make a single payment for each audit when all of the audit report is received and the contract is completed and approved by the project manager designated by the State.

**ADD:** The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project administrator has approved invoice. The State will not make any advanced payments before performance by the contractor under this contract.

**Question 2** One of the deliverables stated on the RFP is that the final report must offer a determination if the NDDOT "runs a safe and legally compliant Aviation Service operation" (5.03). What form does this statement need to be made? There is no certifying agency or criteria that can claim somebody as "safe." We can comment on compliance and use of best practices/legal compliance as sampled, but we cannot guarantee that every regulation is followed in every situation.

**Answer 2:** Offerors must check for compliance with Federal Aviation Regulations and that best industry safety practices are being administered.

**Question 3:** Our performance review auditors are not W2 employees. They are dedicated independent consultants. They have been with our company for 10+ years and only perform this type of work under the VanAllen brand. However, I wanted to ensure that the use of these two gentlemen would not violate the "no subcontractors allowed" statement in the RFP.

**Answer 3:** Reference page 16 of 31, 6.08 Subcontractors

**DELETE:** Subcontractors will not be allowed.

**ADD:** Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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 <u>and</u> <u>TITLE</u>	
SIGNATURE	DATE

## Amendment No. 2

To: ALL INTERESTED SUPPLIERS  
From: North Dakota Department of Transportation  
Date: October 21, 2015  
Re: Amendment to RFP 905-14-15-050, Aviation Safety Audit

---

Bidders Instruction 1.08 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

**Question 1:** Are you looking for a IS-BAO audit or a best practices safety audit?

**Answer 1:** NDDOT is requesting a best practices safety audit.

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 <u>and TITLE</u>	
SIGNATURE	DATE



**Amendment No. 3**

To: ALL INTERESTED SUPPLIERS  
From: Vanessa Brosten, Purchasing Agent  
North Dakota Department of Transportation  
Date: October 28, 2015  
Re: RFP 905-14-15-050, AVIATION SAFETY AUDIT

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THE BID OPENING SCHEDULE FOR OCTOBER 28, 2015 AT 2:00 P.M. HAS BEEN RESCHEDULED.

THE NEW BID OPENING DATE AND TIME ARE AS FOLLOWS:

**OCTOBER 30, 2015 AT 5:00 P.M.**

Bidder's need not return this amendment.

Vanessa Brosten, Procurement Officer  
PHONE: 701-328-4466  
FAX: 701-328-0310  
E-MAIL: [vbrosten@nd.gov](mailto:vbrosten@nd.gov)

# PROPOSAL

# 2015

**NDDOT**  
North Dakota  
Department of Transportation

*14 CFR PART 91  
Operational Safety  
Audit Technical  
Response to RFP*

28 October 2015

**Vanessa Brosten**  
Procurement Officer  
North Dakota Department of Transportation

— CONFIDENTIAL —



**AVIATION & MARINE**  
SAFETY SOLUTIONS INTERNATIONAL, LLC

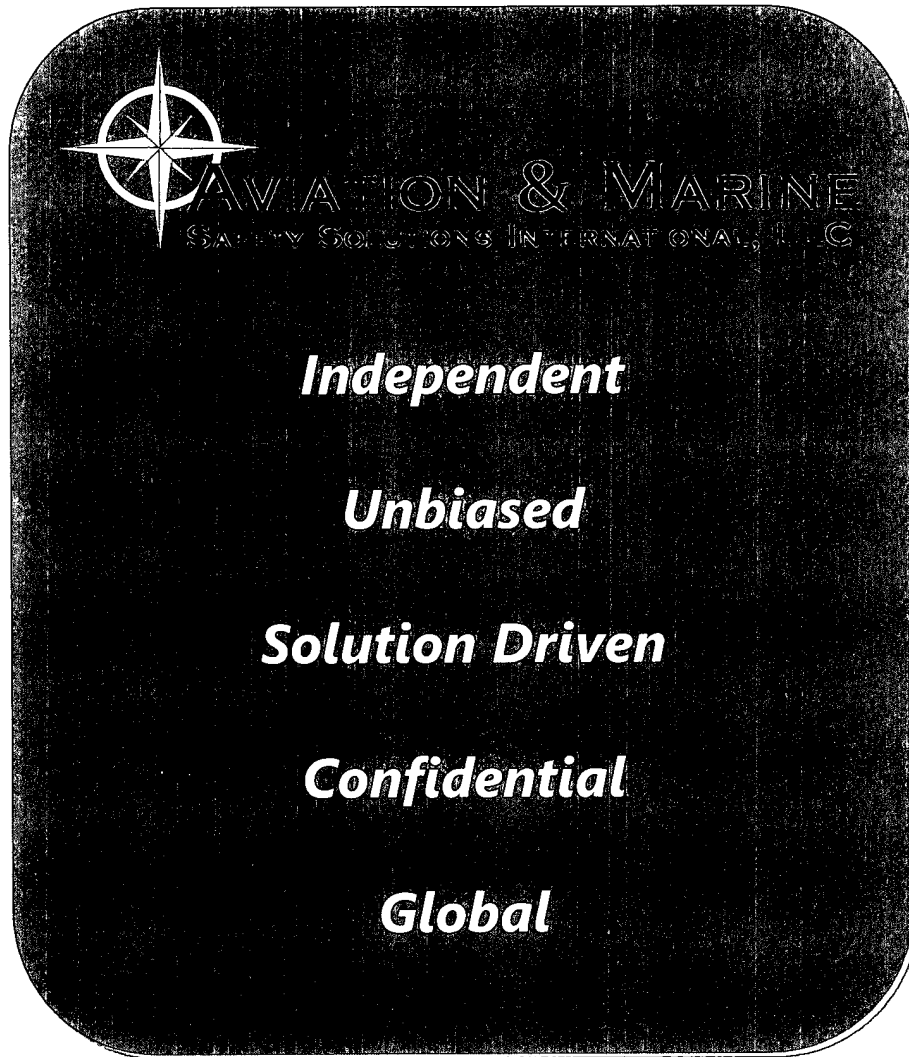
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## DISCLAIMER

The information contained in this Proposal was obtained from sources which to the best of the writer's knowledge are authentic and reliable. AvMaSSI makes no guarantee of results, and assumes no liability in connection with either the information herein contained, or the safety suggestions herein made. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

All audits and any recommendations provided by AvMaSSI are purely advisory and are intended only to assist the client in enhancing its own regulatory compliance, loss control, safety and/or security processes. Observations and recommendations are based on the information made available at the time of the audits. Furthermore, these do not purport to refer to or certify compliance with domestic or foreign regulatory requirements, or other applicable standards. No assurance can be given that implementation of the recommendations provided will be sufficient to eliminate or avoid specific hazards. Our inspections, reports and recommendations do not signify nor imply that other hazards do not exist. We assume no responsibility for your implementation, management and operation of loss control, safety and/or security procedures, whether or not pursuant to our recommendation or observations.



# 1 Introduction (ND DOT 5.2)

## 1.1 PURPOSE OF REQUEST

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The North Dakota Department of Transportation (NDDOT) requires an annual safety audit for NDDOT Flight Operations Department. NDDOT Flight Operations Department is located in Bismarck, North Dakota and is a non IS-BAO operation consisting of 2 King Air aircraft and 1 Caravan aircraft. NDDOT requests a complete review of its aircraft, records, facilities and personnel to ensure compliance with all Federal and State Regulatory and Safety requirements.

## 1.2 AvMASSI RESPONSE TO ND DOT REQUEST FOR PROPOSAL

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AvMASSI was provided a request for proposal by the North Dakota Department of Transportation Flight Operations Department (hereinafter referred to as the "ND DOT"), to select a qualified aviation operations evaluation organization to perform the annual safety audit of its Flight Operations Department.

Aviation & Marine Safety Solutions International (AvMASSI), is a highly qualified operational safety auditing company and maintains various qualifications and skillsets to perform the range of services it offers to its clients – worldwide.

- AvMASSI is a Qualified Certification Consultant (QCC) within FAA's ATOS and SAS programs;
- AvMASSI is an International Business Aviation Council (IBAC) International Standards, Support Service Affiliate (ISSA) providing IS-BAO and IS-BAH preparation services to interested clients;
- AvMASSI maintains a number of highly skilled flight operation, maintenance, airworthiness, security, ground operations and safety professionals on staff, supporting the IS-BAO Audit Program;
- AvMASSI maintains a number of highly skilled and experienced FBO, Ground Operations, Safety & Security professionals supporting the IS-BAH Program;
- AvMASSI maintains a number of highly skilled IATA IOSA Lead Auditors, Evaluators and Auditors within all disciplines of IOSA, ISAGO, ISSA and IEnvA.

- AvMaSSI supports a large number of Fortune 500, sports associations & Teams, Travel & Tourism companies, and high net-worth individuals by providing bespoke operational safety and audit programs designed to the specific needs of each client.

Aviation & Marine Safety Solutions (AvMaSSI) attests to no known conflict of interest with the ND DOT or any other related or service provider supporting ND DOT. (ND DOT 5.2)

AvMaSSI is uniquely qualified to provide the ND DOT with the important services outlined within the RFP.

### 1.3 BACKGROUND

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The history of the AvMaSSI Safety Practice begins at SH&E (Simat, Helliesen & Eichner) where the Safety Practice was launched and then managed by Lou Sorrentino to provide bespoke safety, quality, security and regulatory compliance services to the aviation community, supporting all segments.

Since that time, the SH&E Safety Practice, led by Lou Sorrentino, designed and refined a proprietary assessment methodology referred to as "Safety Architecture™", which was applied in support of the launch of the original code share audit program in 1999. At that time, SH&E was selected by United Airlines and the Star Alliance members to perform its Code Share Audits on a worldwide basis, ensuring an independent, safety focused audit.

It was from SH&E's Safety Architecture evaluation model, used for the Code Share Audits described above that the original IOSA audit (ISM Edition 1) was created.

In 2004, SH&E was certified by IATA as an IOSA Accredited Audit Organization (AO), attesting to the qualifications of SH&E and its team as fully meeting all IOSA requirements.

In 2007, SH&E was acquired by ICF International and integrated into the larger general consultancy of ICF. From 2007 to June of 2014, The Safety Practice has remained an independent practice within ICF.

In 2009 the Safety Practice successfully achieved recognition by the Federal Aviation Administration (FAA) as a Qualified Certification Consultant (QCC).

In June of 2014, Lou Sorrentino successfully negotiated the transition of the Safety Practice from ICF to form Aviation & Marine Safety Solutions International (AvMaSSI).

AvMaSSI today maintains a vibrant cadre of seasoned aviation operations subject matter experts and current, qualified auditors supporting our advanced Safety Architecture™ Approach to Operational Excellence (SAAOE)

program; as well as within programs such as IOSA, ISAGO, ISSA, IEnvA, IS-BAO, ACSF, BARS and of course, in our own Certification Consultant Program (QCC with the FAA).

AvMaSSI is a recognized IBAC Support Services Affiliate (ISSA) within IBAC's IS-BAO and IS-BAH programs which enables AvMaSSI to also prepare operators for IS-BAO and IS-BAH. We also maintain a large cadre of IS-BAO and IS-BAH auditors so we are able to ensure complete and unquestioned independence without a conflict of interest.

AvMaSSI has been supplying safety, loss control, complex risk assessments, exposure surveys and risk management services to a variety of aviation operators through insurance programs managed by the operator's insurance company and/or insurance broker. In this way, the Operator is provided bespoke safety and loss control services by the leading industry expert – AvMaSSI, rather than generalist services provided by the insurance company or subcontractor. AvMaSSI provides these services to: several of the London Underwriters and Syndicates, and numerous insurance brokers and smaller boutique firms

AvMaSSI continues to provide extensive civil aviation safety oversight support, consulting and restructuring in numerous countries around the world. Its knowledge of US DOT/FAA, JAR/EASA regulations and other Civil Aviation systems of the world enable AvMaSSI to provide expert guidance and consultation across a broad range of operating systems and environments.

Of note, AvMaSSI has been working with several state governments such as, for example, the Maryland State Police Aviation Command, performing an initial safety diagnostic and then winning the proposal to certificate the MSP Aviation Command to 14 CFR Part 135 requirements; and the City of Los Angeles providing various safety support services.

AvMaSSI is prepared to assist the ND DOT in the performance of a comprehensive, independent operational safety audit of its flight, maintenance and ground operations (including occupational safety) activities located at its Bismark ND operational site.



## 1.4 COMPLIANCE WITH LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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AvMaSSI attests to follow the intent of this statement and operates to the highest level of ethical and professional practices. (ND DOT 1.5)

"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."

## 2 Safety Credentials

### 2.1 QUALIFICATIONS

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Aviation & Marine Safety Solutions International, LLC (AvMaSSI) is the leading expert in safety and operational integrity evaluations and auditing. Formerly as SH&E and ICF SH&E, AvMaSSI developed a proprietary evaluation methodology, called "Safety Architecture" and refined to include an Approach to Operational Excellence, which is unique within the transportation industry because it focuses on integrated systemic assessment rather than anecdotal quantitative compliance-based surveillance. In addition to assessing policies, procedures, people and programs as they pertain to regulatory compliance, AvMaSSI's Safety Architecture Approach™ to Operational Excellence examines the critical inter-relationships between technical programs, operational procedures and the human or behavioral processes within the aviation operation. Since the inception of the Safety Architecture Approach™, we have applied this leading-edge methodology to successfully assess hundreds of air operators in every region of the world.

The AvMaSSI Team has been providing these services to clients worldwide since 1999 (ND DOT 2.4)

As with any complex, hazard rich environment, unintentional human factor errors and external hazards and factors which the operator cannot eliminate (weather related, ground navigational aids, ATC, external ground movements etc.) further challenge an operator's ability to maintain a state of safety equilibrium.

An operator's desire to actively test its compliance and conformance to regulations and company policies & procedures, independently, further separates those that rely on mere regulations from those that work to master the ever changing environment that is aviation in the 21<sup>st</sup> century. AvMaSSI's Safety Architecture™ Approach to Operational Excellence (SAAOE) is that proven tool, fit for purpose and tested by many of today's leading flight operations organizations globally.

### 2.2 QUALIFIED CERTIFICATION CONSULTANT BY THE FAA

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AvMaSSI is formally recognized by the FAA as one (1) of only five (5) organizations qualified to assist US air carrier applicants in preparing for the commercial air operator certification process. AvMaSSI's expertise in this area provides a platform to design, guide and deliver complete, advanced suites of manuals for the air operators, and consistent with emerging standards and recognized practices as well as harmonized standards, such as IOSA and IS-BAO.

## 2.3 RISK MANAGEMENT AND OPERATIONAL EXCELLENCE

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The AvMaSSI approach to safety is to assist clients in minimizing their risk through the identification and mitigation of human and organizational weaknesses. This focus provides a means for clients to decide what risk is acceptable, what risk must be mitigated and what risks need to be eliminated. Human and organizational weaknesses are accident precursors. AvMaSSI's approach serves to identify, eradicate or contain them.

AvMaSSI continues to perform operational assessments for a variety of entities, such as national airlines, legacy carriers, regional carriers, charter and VVIP, international ground handlers, airports, investment groups, and CEOs of organizations concerned with the operational status of their organization and intent on determining that their technical programs were:

**C**urrent

**C**omprehensive; and

**E**ffective

Reasons have varied from client to client, however the most prominent is the desire to better understand the present level of safety and challenges to ensure optimum operational integrity within their organization compared to applicable regulations and internationally recognized best practices. The information, insight, and guidance provided by AvMaSSI to its clients enable them to more effectively focus their organization on the safety and effectiveness of their aviation operations and transportation programs.

AvMaSSI provides the only truly independent, integrated operational safety assessment and risk analysis service that examines the interfaces amongst functional areas of the operators system to ensure they are sustainable into the future.

# 3 Our Approach

## 3.1 ND DOT OUTLINE OF REQUESTED SERVICES

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The North Dakota Department of Transportation Flight Operations Department is requesting a safety audit of its flight department. The ND Department of Transportation flight department; a CFR 14 Part 91, non IS-BAO flight operation consisting of two King Air 200 aircraft and one Cessna Caravan aircraft based in Bismarck, North Dakota, with a staff of four pilots and one maintenance supervisor. The North Dakota DOT requests a complete review of its aircraft, records, facilities and personnel to ensure compliance with all Federal and State Regulatory and Safety requirements.

### 3.1.1 Scope as defined in the RFP (ND DOT 2.1)

The North Dakota Department of Transportation (NDDOT) requires an annual safety audit for NDDOT flight operations department. The NDDOT flight department is a non IS-BAO operation consisting of 2 King Air aircraft and 1 Caravan aircraft. The audit shall be conducted by March 15, 2016, written report provided to NDDOT, Flight Operations, no later than April 1, 2016. Two people are required for the audit. One person must have a maintenance background and one person must have a flight operations background. NDDOT is requesting the inspection of the aircraft, hangar, flight manuals, maintenance manuals and issuance of a final report with the results of the findings.

DOT flight operations requests:

- 1) A safety audit of Flight and Maintenance Operations to ensure safety and legality to be completed no later than March 15, 2016, written report provided no later than April 1, 2016.
- 2) Audit team must have a minimum of 2 people ( One of a maintenance background and one of a flight background)
- 3) An interview of key personnel in the flight department
- 4) Review of aircraft maintenance records
- 5) Review of personnel training records
- 6) Inspected associated hangar facility
- 7) Review Flight Operations Manual and associated manuals
- 8) Provide a final report which includes:

- A. Summary of the audit process
- B. Findings, including any deficiencies noted
- C. Recommendations for rectifying identified deficiencies

### 3.1.2 Quality Assurance (ND DOT 2.2)

The contractor shall perform the audit in accordance with all applicable governmental regulations. The contractor must comply with FAA regulations and industry safety practices.

### 3.1.3 Deliverables (ND DOT 2.3)

The contractor will be required to provide one electronic copy and one hard copy of the following deliverables;

A final report including:

- (a) Summary of the findings of the audit process
- (b) Findings including any deficiencies notes
- (c) Recommendations for rectifying identified deficiencies

### 3.1.4 Location of Work

The work is to be performed, completed, and managed at the following locations:

*North Dakota Department of Transportation  
2301 University Drive, Hangar #45, Bismarck, ND 58504*

The State will provide workspace for the contractor.

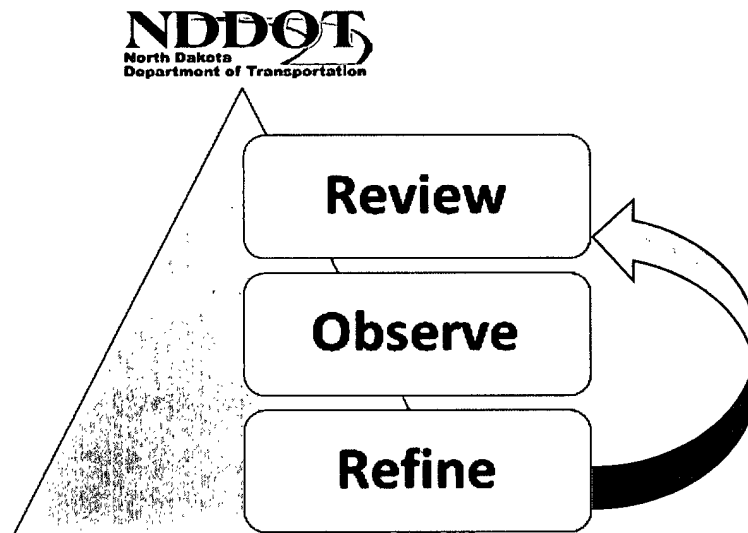
## 3.2 AvMASSI's APPROACH TO THE ASSIGNMENT

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AvMASSI proposes to apply its Safety Architecture Approach™ for Operational Excellence (SAAOE) as the methodology which aligns with ND-DOT's Scope (ND DOT 2.1) to achieve the ND DOT's objectives for a comprehensive review. The SAAOE is the perfect platform to perform the operational diagnostic of the ND DOT's aviation and health & safety programs and systems as it goes beyond mere documentary review and examines, through observation and applied auditing evaluation skills, the true state of conformance.

The SAAOE enables the Review of existing Systems, Programs and Procedures, the Observation of the application of those systems, programs and procedures at the ND DOT operational site, and the provision of Recommendations, as applicable, to existing programs or areas of enhancement the robustness and sustainability of the ND DOT programs.

Dependent on the duration of the overall assignment with the ND DOT, our SAAOE is specifically designed to move beyond the initial evaluation/audit to provide recommendations to either enhance programs and procedures and/or address emerging or latent risk conditions or behaviours 'in process'. This enables the ND DOT to benefit immediately from the SAAOE exercise instead of waiting till the conclusion of the assignment and report processing.



The SAAOE is further described below:

### 3.2.1 Safety Architecture Approach for Operational Excellence (SAAOE)

AvMaSSI will apply the Safety Architecture Approach™ to Operational Excellence (SAAOE) during the review of internal standards, guidance and directives as well as applicable technical area standards (regulations), the

ND DOT documented policies, procedures and systems as well as applied standards<sup>1</sup> and accepted best practices. Together, these elements comprise the "Standard" that will be applied to the field operation evaluation tasks identified. Our Methodology incorporates a "compliance" phase that builds into each program the relevant, applicable regulations<sup>2</sup> that are required to be present in the system.

The SAAOE standard and technical area supporting documentation comprise the "Standard" that we apply to the safety assessment of the overall operation. The compliance portion of our Standard is a derivative of applicable regulatory requirements, 14 CFR Part 91 regulations, the ND DOT standards and elements and IS-BAO standards and recommended practices as well as general Safety Management System (SMS) guidance.

The SAAOE provides the AvMaSSI subject matter experts the platform to evaluate the organizational culture, supporting systems, and operational risk management tools utilized within the ND DOT aviation operation.

We will begin the Operational Diagnostic with the Review phase and learn about the construct and function of those systems and programs designed to guide and provide oversight of operations. We will also perform formal and informal interviews of key personnel and functional management staff to ascertain their understanding and expectations of the ND DOT's programs and systems and overall perception of performance. It is our intent to incorporate the perceptions of leadership on the organizations performance into the actual observation results gathered through the Observe phase.

Throughout the entire assignment, the AvMaSSI Team will be assembling ideas and proven strategies and practices supporting the Refine phase, identifying opportunities to both validate current program's effectiveness as well as to Refine and Recommend enhancements within any of the elements assessed as a result of this assignment.

We use the SAAOE to assess Organization Culture, Systems, and Compliance, as described below. However, to accomplish this assignment, we will require access to information and documentation to prepare for our visit to the ND DOT Aviation HQ at Bismark. That information is generally described in 3.2.2 below.

### **3.2.2 Organizational Culture (Review/Observe)**

As part of the Safety Architecture™ process, each of our trained field experts apply a safety culture diagnostic approach specifically addressing the four inputs to safety culture as described below:

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<sup>1</sup> Such as IS-BAO standards and recommended practices as well as federal OSHA.

<sup>2</sup> 14 CFR Part 91 and applicable OSHA standards for hangar and ground safety.

### Informed Culture

Personnel understand the hazards and risks involved in their own operation

Staff work continuously to identify and overcome threats to safety

### Just Culture

Willful violations are not tolerated

The workforce knows and agrees on what is acceptable and unacceptable

### Reporting Culture

Personnel are encouraged to voice safety concerns

When safety concerns are reported they are analysed and appropriate action is taken

### Learning Culture

Personnel are encouraged to develop and apply their own skills and knowledge to enhance organizational safety

Staff are updated on safety issues by management

Safety reports are fed back to staff so that everyone benefits from the lessons learned

## 3.2.3 Systems (Review/Observe)

The Safety Architecture™ “Systems” step is designed to analyse the **Structure, Technical Programs, and Operational Risk Management** system(s) that underwrites an Operator’s overall safety and long-term operational integrity performance.

The **Structure** aspect of Safety Architecture includes:

**Goals** – The Company’s safety vision and safety performance goals that have been established.

**Scope** – What is surveyed (curriculum, training, surveillance, and remediation), where it is surveyed (planning, dispatch/flight following, operations, ground, maintenance, flight training, etc) the focus here is an established quality assurance program that oversees all technical functions.

**Culture** – The defining characteristics that result from practices, training and experience consists of good emphasis on safety (communication; non-adversarial relations; internal or quality valuation; safety goals) and demonstrates a well-articulated understanding and practice of the balance between economic and safety issues.



**Organization** – The existence of qualified personnel to assure good operational control, staff qualification, flight operations and maintenance safety, and security.

The **Technical Programs** aspect of Safety Architecture™ is the System, Controls, and Work Processes that support a Technical Function as follows:

**Systems** - Organization, policies, procedures, documents, records, and credentials (i.e., establish standards that are the safest way to operate). These standards will be taught to everyone so that policies and procedures can be standardized and surveyed by the operational staff through self-checks and external observation checks.

**Controls** – Key procedures, decision makers, periodic reviews, ongoing data collection, independence, and manuals current, coherent and comprehensive.

**Work Processes** – Certification, correct use of performance data, personnel trained and qualified, procedural compliance, quality of work being performed or produced by the systems and controls.

The **Operational Risk Management (ORM)** aspect of Safety Architecture™ includes a set of mitigation measures such as policies and the associated decision making processes that reduce or eliminate risks. A risk is the likelihood of occurrence and severity of an adverse consequence of a hazard. Hazards are events, activities, and conditions that have potential to cause harm. Operational Risk Management includes:

**Risk Analysis** – is the first step in the risk management process. It encompasses risk identification and risk estimation. Once a hazard has been identified the risks associated with the hazard must be identified and the amount of risk estimated.

**Risk Assessment** – takes the work completed during the risk analysis and goes one step further by conducting a risk evaluation. Here the probability and severity of the hazard are assessed to determine the level of risk.

**Risk Control** – addresses any risks identified during the evaluation process that require an action to be taken to reduce the risks to an acceptable level. It is here that a corrective action plan is developed.

**Monitoring** – is essential to ensure that once the corrective action plan is in place, it is effective in addressing the stated issues or hazards.

### 3.2.4 Compliance (Observe)

As part of our assignment, the AvMaSSI Team will utilize both the ND DOT historical data, training records, maintenance records and associated records and reports supporting regulatory compliance as well as trend information. AvMaSSI will perform its own regulatory assessment relative to localized rules and regulations (FAA, OSHA, ND DOT) as well as stated Standards within the Scope (ND DOT 2.1).

AvMaSSI suggests allowing the thoughtful photo documentation of conditions, if agreeable to the ND DOT. In all cases, aircraft registration numbers, personal identification and any other private information is not captured within the photographs. The photos will be used, if agreeable, within the exit briefing and report, should this be desired by the ND DOT.

## 3.3 PREPARATION

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AvMaSSI will work together with ND DOT to determine the documentation and records required to support the application process.

AvMaSSI will utilize a bespoke checklist comprised of 14 CFR Part 61 and 91 regulations as well as OSHA and State requirements. The Audit Checklists are proprietary to AvMaSSI and will only be provided upon award of the assignment to AvMaSSI.

## 3.4 PROJECT COLLABORATION TOOL – TEAMWORK®

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To properly conduct this assignment for ND DOT we ask that certain logistical and operational information is provided to us as soon as practicable and before we arrive on-site in order for our personnel to properly prepare for the assignment. We do this to minimize on-site time used for gathering information and analyzing data. To help facilitate the timely sharing of project related data, AvMaSSI utilizes a client collaboration tool called Teamwork®.

Ensuring our clients are fully informed of the progress/status of each project, AvMaSSI has built a reputation on clear, frequent communication. To this end, AvMaSSI provides the ND DOT project liaison personnel with access to this internet based collaboration tool – Teamwork®. By utilizing this tool, we are able to easily track tasks, define audit schedules and dates on site, post Evaluator/Client feedback/questions or opportunities for enhancement, post completed reports, track non-conformities and open corrective action records.

AvMaSSI requests that only 'current' documents are provided in advance of the on-site assessment period to enable proper review for the development of the Standard elements.

### **3.5 CONFIDENTIALITY & CONFLICT OF INTEREST**

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AvMaSSI commits to ND DOT that all data provided to AvMaSSI and its assessment team will be treated in complete confidence and will not be disclosed to any party outside of AvMaSSI.

AvMaSSI attests to no conflict of interest associated with the ND DOT, Flight Department and personal identified within the RFP.

AvMaSSI will immediately disclose to the Procurement Officer is any potential conflict becomes known to AvMaSSI at any time during this assignment.

## 4 Staffing & Logistical Elements

### 4.1 STAFFING – EXPERT TEAM

---

In order to properly conduct this assignment, AvMaSSI will utilize the following core staff for a period of two full days on site (4 Mandays) , supported by AvMaSSI analysts and associates to assure on time and on budget performance of this assignment:

- ▶ Mike Smith – Project Leader – Flight Operations and Safety Systems
- ▶ Larry Williams – Airworthiness & Regulatory Compliance
- ▶ José Muñoz – Airworthiness & Regulatory Compliance (**Alternate**)
- ▶ Louis Sorrentino – Senior Project Leader – Flight Operations and Safety (Regulatory FAA & OSHA)

**Note:** Each Auditor/Evaluator's CV is attached in the Appendix portion of this proposal.

AvMaSSI maintains a cadre of over thirty (30) subject matter experts and evaluator/auditors and can provide additional resources of similar qualification to support this assignment, alleviating any potential for project delay.

Senior level oversight will be provided by Louis Sorrentino.

### 4.2 INSURANCE REQUIREMENTS:

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AvMaSSI commits to providing the required coverages and will provide a certificate of insurance on notification that AvMaSSI has been selected as the vendor of choice. A sample COI is provided for good order.

### 4.3 SCHEDULING OF ASSIGNMENT AND MOBILIZATION

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AvMaSSI understands that ND DOT is eager to select a qualified this assignment with a reputable firm that is fully qualified to provide a truly independent and customized service to the ND DOT. AvMaSSI will work with ND DOT to assure we meet and exceed your scope objectives and easily meet your intended schedule targets. ND DOT wishes for the assessment to be conducted prior to March 15<sup>th</sup> 2016 with the Final Report and briefings

completed and submitted prior to April 1, 2016. AvMaSSI will work with ND DOT to assure we meet the agreed tentative schedule for the assessment.

Once the contract has been signed and schedules agreed, AvMaSSI will ensure that the proposed SMEs become available to support this assignment.

#### 4.4 REFERENCES (ND DOT 5.4)

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- 1) Hendrick Motorsports – Mr Dave Dudley, Email: [ddudley@hmsracing.com](mailto:ddudley@hmsracing.com) Tel: 704-453-2533
- 2) Los Angeles Fire Department – Scot Davidson, Email: [scot.davison@lacity.org](mailto:scot.davison@lacity.org) Tel: 818-756-8635
- 3) State of Maryland Aviation Command, Trooper Mike Deruggiero, Tel: 410-238-5812  
Email: [michael.deruggiero@maryland.gov](mailto:michael.deruggiero@maryland.gov)

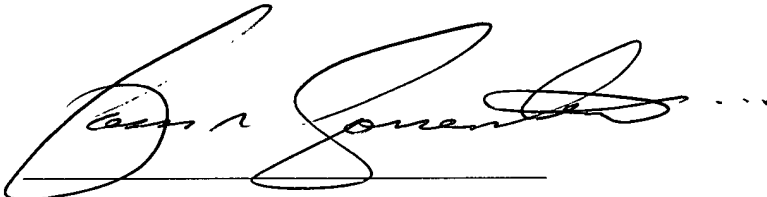
#### 4.5 CERTIFICATION OF PROPOSAL

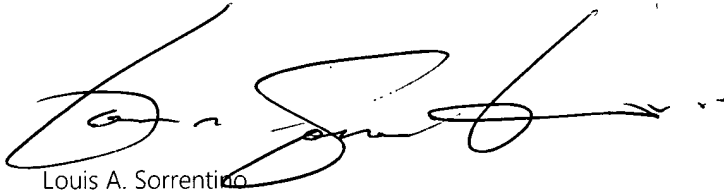
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By signature on the proposal, AvMaSSI certifies that it complies with:

- 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).

Attested to, this day of 28 October 2015 by:





Louis A. Sorrentino  
Chief Executive Officer and Managing Director

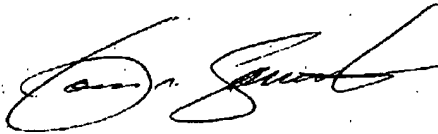
## 5 Summary

AvMaSSI is pleased to submit this proposal to the ND DOT and would be honored to be able to work with your organization. We have provided a template Engagement Agreement for your review and if agreeable, executed as soon as possible. This will facilitate AvMaSSI aligning schedules to perform the on-site tasks outlined.

On behalf of AvMaSSI, we thank you for this opportunity to provide this proposal to you. Please do not hesitate to contact me with any questions.

We look forward to providing these valuable certification services to the ND DOT.

Yours sincerely,



Louis A. Sorrentino  
CEO & Managing Director  
Aviation & Marine Safety Solutions International, LLC

Tele: Office +1 561-745 9787

Tele: Cell +1 917-916-8334

Email: [Lou@avmassi.com](mailto:Lou@avmassi.com)

Web: [www.avmassi.com](http://www.avmassi.com)

# APPENDIX – Team CVs

## LOUIS A. SORRENTINO III, CEO & MANAGING DIRECTOR

### Area of Specialization:



Mr. Sorrentino's broad and extensive experience in the air transportation industry enables him to consult across a wide range of areas, such as aircraft and airport operations, safety, security and quality, and civil aviation regulation and safety oversight. As an experienced aviation safety, regulatory and security practitioner, Lou has performed hundreds of operational audits of airlines, corporate flight departments, fixed and rotary wing operations, airports, airport related business (FBO/Ground Handlers/Catering/Cargo/AvSec) and civil aviation authorities.

For the past 15 years, Lou has been involved with several CAA projects such as Greece, Cyprus, Nigeria, Angola, Saudi Arabia, the United Arab Emirates (UAE), Bahrain and Mexico; Air Operators and Ground Handlers in Europe, North and South America; Asia, Middle East and Africa; OEM's in the Europe, Brazil and the USA covering an array of activities such as, safety oversight inspections, security, audits, training, certification, and organizational restructurings.

Lou has created, implemented and managed safety/security management systems for numerous entities within the global aviation community and brings a multi-disciplinary approach to managing projects.

### Relevant Project Experience:

<u>Client</u>	<u>Engagement</u>
Major International Airport(s)	Perform Safety Management System Diagnostic and implementation roadmap, support and training. Supported Post Accident After Action Assessment & Briefings.
International FBO-Ground Handler	Performed assessment of Safety and Quality program and developed Standard Operating Procedures for FBO and GH Operations; Preventive Maintenance Programs; Driver Training; and Quality Management.
Maryland State Police Aviation Command	Project Leader and SMS SME for 14 CFR Part 135 Certification and performance of initial post-accident assessment of HAAO.
Major US Hospital EMS network	Performed Helicopter EMS safety and operational assessment for Hospital network.
Aerial Applicator & Ops review	Performed safety program and hazard assessment of fixed and rotor wing aerial application operator and 50+ aircraft fleet.
NATA Safety First	Developed the first ever Safety Management System for Ground Handlers and FBOs. Provided Manual, Training, Newsletter and Incident Tracking, Analysis & Guidance for NATA members
Domestic Charter Management	Provide Vendor Standards Audit for all supplemental operators prior to approval
UAE Civil Aviation Authority	Management of Safety Oversight Project
Nigerian Civil Aviation Authority	Management of Safety Oversight Project
Transportation Security Admin.	Developed post 9/11 passenger and baggage security "best practices" that became standards in the U.S. for 429 Airports.
US Aviation Insurance Company	Provide Risk Management and Loss Mitigation Strategies to Airports, FBOs and Operators.
Automotive Racing Flight Depts	Provided Post AC Accident "Forward Looking" operational safety services for teams.
DOT-Inspector General Flight Dept.	Technical Support Services – Safety & Security. Provided Post Accident Safety and Risk Management Guidance.
Major Part 135 "On Demand" Charter Operator	Provided audit services on flight departments
Major Charter Operator	Performed Certificate Analysis of potential Part 135 certificate acquisitions



Client

Major Foreign Airline  
New Entrant  
Ground Services Company  
Major Foreign Airline

Engagement

Security and Quality Program Development  
FAR Part 121 Manuals and AOC  
Station Safety Audits/Fuel Farm Manual Development  
Station safety audits – major hubs and mx ops.

**Background:**

Prior to launching Aviation & Marine Safety Solutions International, Mr. Sorrentino was the Senior Vice President ICF SH&E and SH&E from 1999 to June 2014.

In January of 2002, Lou served as one of the core airport operations and airport security experts for the Post 9-11 team developing an advanced model of commercial airport checkpoint security. The work Lou performed aided in the development of the checkpoint security model applied by the TSA at the 429 commercial airports within the United States/

Prior to 1999, Lou was the Senior Vice President of Aviation Risk Management Services for Aon Aviation from 1995 to 1999. During that time, Mr. Sorrentino was a licensed Aviation Insurance Broker. Prior to that, Lou served as Senior Vice President – Operations – Signature Flight Support from 1990 to 1994, an international ground handler and fixed based operation (FBO) and held additional post such as Vice President–Operations, Support/Training & Safety– Page Avjet Corp from 1988 to 1990, and Corporate Risk Manager/Contracts Officer – Page Avjet Corporation from 1986 to 1988. He has worked within the aviation insurance industry with USAIG from 1983 to 1985. Lou worked as an FAR Part 135 pilot and flight instructor for a seaplane charter and flight school.

Mr. Sorrentino is recognized by the State of California as Expert in Air Operations Certificates and FAA Regulations. In addition, Lou has represented the National Air Transportation Associate (NATA) in the development of its Air Charter Safety Management System program for CFR Part 135 members and has consulted among a broad range of clients on CFR Part 135 issues, such as A0008 Operational Control, Human Factors and Safety Performance.

Lou is a recognized IATA Operational Safety Audit (IOSA) Evaluator and Lead Auditor as well as an IATA Safety Audit Security and Ground Operations Auditor performing Airline, FBO/Ground Handler Headquarter Audits throughout the world.

**Education:**

B.A. University of Maine – Economics  
University of Southern California – School of Engineering – Aviation Safety Program – In progress

**Credentials:**

Commercial Pilot & Former Flight Instructor  
ISO 9000 Lead Auditor Qualified – Cert 4703007  
IATA - IOSA Auditor Cert 047184  
IBAC IS-BAO Certified Auditor;  
IBAC ISSA Program Manager  
OSHA Voluntary Compliance Instructor  
New Jersey Aviation Hall of Fame & Museum – Board Trustee  
United Kingdom R&M Security Clearance

**Articles:**

Aircraft Business Journal – The Dollars and Sense of Safety  
NATA – Safety 1<sup>st</sup> eToolkit – Program Author –Author - Monthly Industry Newsletter  
Airport Business – Quality System Auditing

**Affiliations:**

Global Aerospace SM4 Partner  
National EMS Pilots Association (NEMSPA)  
National Agricultural Aviations Association (NAAA)  
National Business Aviation Association (NBAA)

## Michael J Smith, Civil Aviation & Regulatory Programs, Operations Auditing

### Area of Specialization:



Mr. Smith brings to any project a wealth of senior management experience and technical expertise in both private industry and government. Through an executive level career spanning more than 20 years, he has managed and contributed to many innovative and highly successful technical, policy implementation and organisational restructuring projects. These have included complex and contentious issues requiring astute and sensitive leadership.

Mr. Smith's broad and extensive experience in civil aviation regulation enables him to consult across a wide range of areas, such as aircraft operations, safety, security, regulatory compliance, airspace management and quality assurance. To complement his extensive technical and project management capabilities, Mr. Smith has been at the forefront of numerous groundbreaking educational and cultural change programs, especially in the aviation industry. For the past 20 years Mr. Smith has been involved with many CAA projects (Australia, Bahrain, Singapore, Canada, The UAE, International Civil Aviation Organization, European Aviation Safety Agency, Angola, Nigeria); air operators in North America, South America; Asia, and Africa; Mr. Smith has been a driving force for the introduction of Safety Management Systems to aviation since his pioneering work with Australia's Civil Aviation Safety Authority almost 20 years ago.

### Relevant Project Experience:

#### Client

Civil Aviation Authority Australia  
Airservices Australia  
Civil Aviation Safety Authority Australia  
Civil Aviation Safety Authority Australia  
Civil Aviation Safety Authority Australia  
Department of Transport and Regional Services  
Civil Aviation Authority of Fiji  
Civil Aviation Authority of Singapore  
Transport Canada  
Nigerian Civil Aviation Authority  
Nigerian Civil Aviation Authority  
World Bank  
Nigerian Civil Aviation Authority  
United Arab Emirates GCAA  
Bahrain CAA

#### Engagement

Implementation of GNSS for Aviation – Enroute  
Implementation of GNSS for Aviation – Non-Precision Approach  
Australia's Y2K Compliance Program  
Introduction of Safety Management Systems  
Accident Investigation Protocols  
Comprehensive reform of Australia's National Airspace System  
Training  
Training  
Safety Management Systems; Training and Implementation  
Technical Assistance and Restructuring Project  
Certification of Nigerian Airports  
Technical Assistance to Nigeria; IASA Compliance  
State Safety Program Development  
Design of Safety Affairs Processes and Support Services  
Technical Support for Oversight of Aeronautical Operations

### Additional Project Experience:

- Established an agency comprising senior specialists drawn from Airservices Australia, DOTARS, Department of Defense, and contracted expert advisers, to plan and implement major airspace changes that directly affected all Australian pilots and air traffic controllers.
- Developed management and governance systems to deal with the diverse requirements of a multi-agency group working on a project of national significance.
- Oversaw the development of implementation safety cases for each stage of National Airspace System reform.
- As a member of the CASA Executive, promoted the CASA challenge of leading the aviation community in providing Australia with a world-class air safety environment.
- Initiated and led the development of Safety Management Systems for industry, as a result, CASA is consistently recognized as the world leader in the regulation and promotion of aviation safety management systems.
- Redeveloped CASA's Human Factors function into a centre for excellence for advice and training of CASA

- Compliance and Standards staff and the aviation industry.
- Coordinated operational aspects of the introduction of Global Navigation Satellite Systems (GNSS) technology within the Australian Flight Information Region, and development of all associated GNSS standards, practices and procedures.
- Developed policy settings for the establishment of a more effective structure for the management of Sydney Airport environmental issues
- Managed a safety gap analysis audit in a FAA IASA compliance implementation plan for two African State Civil Aviation Authorities at the request of their governments.
- Managed a safety gap analysis audit and ICAO USOAP implementation plan of two African Civil Aviation Authorities at the request of their governments.
- Participated in a Consultancy Study to Develop Business Aviation in Singapore.
- Participated in safety audits at executive aviation operators in the USA on behalf of a prominent sports franchise.

**Background:**

Prior to joining Aviation & Marine Safety Solutions, Mr. Smith was the Lead Technical Consultant for the World Bank's West and Central Africa Air Transportation Safety and Security Program. Mr. Smith led the Nigerian Civil Aviation Authority's regulatory and safety oversight reform program that culminated in Nigeria gaining US FAA IASA Category One Status.

Mr. Smith held a number of high profile senior executive positions with the Australian Government including Deputy Director/CEO of the Civil Aviation Safety Authority. Mr. Smith's work in the Civil Aviation Safety Authority in Australia was characterized by his ability to build highly effective teams that integrated the talents of both technical and creative people. Mr. Smith was able to develop and take advantage of his strong communications skills to gain the support of disparate stakeholders working in at times controversial projects.

Mr. Smith has worked with diverse groups and cultures in a variety of settings around the World. Recent projects have included working in Asia, North and South America, Africa the Middle East and Australia. Mr. Smith spent almost five years working and living in Nigeria. He achieved a high degree of effectiveness through his ability to integrate into the Nigerian culture and the culture of the Nigerian Civil Aviation Authority.

**Education:** Macquarie University Graduate School of Management.

**Credentials:** Australian and US professional pilot and aircraft maintenance qualifications.  
ISO 9000 Auditor Qualified  
IBAC IS-BAO Certified Auditor

**Year Joined Firm:** 2014

**Languages:** English

## **JOSÉ L. MUÑOZ, Civil Aviation & Regulatory Programs**

### **AvMaSSI Area of Specialization: Regulatory Compliance, Quality & Safety Management Systems**



Mr. Muñoz leads the Civil Aviation Regulatory Unit and has over thirty years' experience providing expert guidance within the civil aviation safety oversight, regulatory, engineering, manufacturing, flight test, certification, safety, quality assurance and project management areas. He is among the leading industry experts in airworthiness and regulatory standards. Mr. Muñoz' broad and extensive project leadership experience in the air transport industry enables him to consult across a wide range of areas. As an experienced aviation safety, regulatory and quality practitioner, José has performed over 800 operational assessments and audits of civil aviation authorities (safety oversight), airlines, maintenance organizations and OEMs. José has participated and lead several technical assistance projects involving Civil Aviation Authorities, air carriers, production approval holders, maintenance facilities/repair stations and aeronautical parts distributors. For the past 19 years, José has been involved with several CAA projects (among them: China, Singapore, Mexico, Bermuda, the U.A.E, Bahrain, Chile, ACSA {Central American Regional Civil Aviation Authority}, France, Greece, Cape Verde, Turkey, Colombia, Cyprus, Nigeria, and Angola); air operators in North America, South America; Asia, Europe, Middle East and Africa; OEM's in the USA, Brazil and Europe covering an array of activities such as type certifications, safety oversight inspections, audits, training and organizational restructurings. Mr. Muñoz is also a certified IATA IOSA Lead Auditor & Evaluator, IS-BAO auditor and part of the FAA ATOS Qualified Certification Consultant Team.

### **Relevant Project Experience:**

#### Client

Civil Aviation Authority of China  
Civil Aviation Authority of Singapore  
UAE General Civil Aviation Authority  
Bahrain Civil Aviation Affairs  
Mexican Civil Aviation Authority  
Bermuda Dept. of Civil Aviation  
Cyprus Dept. of Civil Aviation  
Chilean Civil Aviation Authority  
Central American Aviation Authority  
Greek Civil Aviation Authority  
Nigerian Civil Aviation Authority  
DOT- Inspector General  
National Air Transportation Assoc.  
Various US & Latin American airlines  
Various Middle East and African airlines  
Major European Vacation Operator  
Several Oil Exploration Firms  
Major US International Airport

#### Engagement

Regulatory reform assistance  
Regulatory assistance in General Aviation  
Regulatory assistance & safety oversight project guidance  
Safety Oversight and FAA IASA Project Guidance  
Technical Assistance & Restructuring Project  
Safety Oversight of ICAO 83bis Transport Category Aircraft  
Technical Review of Department  
Training  
Training; Safety Agency  
Safety Oversight and FAA IASA Project Guidance  
Technical Assistance and Restructuring Project  
Technical Support Services - Safety & Security  
Safety Management System  
Consulting Quality / Regulatory Compliance  
Consulting Quality / Regulatory Compliance  
Safety oversight audits of hired airlines  
Safety oversight audits of hired operators  
Post-accident ERP debriefing workshop subject matter expert

### **Background & Additional Project Experience:**

Prior to joining AvMaSSI, Mr. Muñoz served as:

Vice President of Airworthiness, Safety and Civil Aviation Programs of the Financial, Technical & Operational Safety Services Business Unit of ICF (2005-2014). Mr. Muñoz' responsibilities include the managing and monitoring of Civil Aviation Authorities restructuring projects; regulatory consulting, safety management system implementations and the management of safety and risk assessment audits on behalf of client insurance companies, air operators, US Government Agencies and IATA. Mr. Muñoz also participates in the preparation and submittal of proposals to several government and non-government clients as well as supporting marketing efforts for the Business Unit. A few references include:

- Managed a safety gap analysis audit and currently working in a FAA IASA compliance implementation plan for two Arab Gulf State Civil Aviation Authorities at the request of their governments.
- Lead several aviation safety audits at aircraft & helicopter manufacturers; FAA Part 145 & EASA Part 145 Maintenance Facilities; and FAA Parts 91, 121, 129, 135, 133, 137 & EASA OPS 1 and Part M operators.
- Participated and lead IATA IOSA audits conducted at air carriers in the Middle East, Latin America, Asia, Africa, Europe, Australia and the CIS.
- Managed a safety gap analysis audit and currently working in a FAA IASA compliance implementation plan for a Latin American Civil Aviation Authority at the request of its government.
- Managed a safety gap analysis audit and implementation plan of a European Civil Aviation Authority at the request of its Government.
- Managed a safety gap analysis audit and implementation plan of two African Civil Aviation Authorities at the request of their governments.
- Participated in a Consultancy Study to Develop Business Aviation in Singapore.
- Participated in safety audits at executive aviation operators in the USA, Europe and the CIS on behalf of a prominent fractional aircraft operation.

Vice President, Aeronautics & Space Division Bureau Veritas North America, Inc. (1993-2005) - responsible for the Division's administrative, commercial and operational activities in the Americas region. Prepared and monitored annual budgets, developed pricing policies and quotation guidelines. Responsible for the preparation and submittal of proposals. Monitored performance of training, auditing, aircraft inspection, quality, regulatory consulting and asset management services to several clients in the Americas and in Europe and Asia on an "as needed" basis. These included foreign Civil Aviation Authorities/Ministries of Transport, airlines & operators, airframe & engine manufacturers, maintenance facilities, distributors, banks & leasing companies and insurance companies. Performed ISO 9001/AS 9100 assessments in the aerospace/aviation fields under Group's subsidiary Bureau Veritas Quality International (BVQI).

Group Quality Assurance Engineer, Goodrich Aerostructures (1990-1993): Monitored production and quality performance and resolved regulatory issues at major European subcontractors and partners involved in the manufacture and integration of nacelle systems installed on Airbus Industrie and McDonnell Douglas aircraft.

Sr. Procurement Quality Engineer, General Dynamics Convair Division: Commercial A/C Programs (1987-1990) - Monitored production and quality performance of several subcontractors in Italy and Israel during the initial production stages and type certification of the MD11 aircraft.

Flight Test Engineer - Tomahawk Cruise Missile Program, General Dynamics Convair Division, (1984-1987): Worked in the flight test team giving technical support for the coordination, execution and post flight analysis of flight tests under US Navy and US Air Force contracts.

**Education:** B.S. Mechanical & Aerospace Engineering, Minor – Operations Management  
Illinois Institute of Technology, Chicago, IL (1984)

**Languages:** English, Spanish, French, Italian

**Credentials:** Bermuda Department of Civil Aviation DAI 210; ISO 9000 Lead Auditor Qualified - Cert 1937; IATA - IOSA Auditor Cert 078335; AS 9100 Aerospace Auditor. Active member of the American Society of Quality and the American Institute of Aeronautics and Astronautics.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	<b>CONTACT NAME:</b> AirSure Limited	
	<b>PHONE (A/C, No, Ext):</b> 303-526-5300 <b>FAX (A/C, No):</b> 303-526-5303	
<b>INSURED</b> Aviation & Marine Safety Solutions International 1515 Perimeter Road, Suite 217 West Palm Beach FL 33406	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Allianz Global Corporate & Specialty	
	<b>INSURER B:</b> Lloyds of London	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 24819165

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		A2GA000699814AM	7/8/2014	7/8/2015	EACH OCCURRENCE \$ <b>\$6,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>\$6,000,000</b> GENERAL AGGREGATE \$ <b>N/A</b> PRODUCTS - COMP/OP AGG \$ <b>\$6,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			B0621PAV100514	7/8/2014	7/8/2015	\$1,000,000 Each Occurrence/Aggregate

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

Ground Hangarkeepers Liability included: \$100,000 each aircraft each occurrence  
-See Attached Remarks Schedule--

**CERTIFICATE HOLDER****CANCELLATION**

North Dakota Department of Transportation  
State of North Dakota  
its agencies, officers and employees  
bdfields@nd.gov

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

AUTHORIZED REPRESENTATIVE

(CO) Kerin Dodd

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ACORD 25 (2014/01)

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



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY AirSure Limited		NAMED INSURED Aviation & Marine Safety Solutions International 1515 Perimeter Road, Suite 217 West Palm Beach FL 33406
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD 25 (01/14)

HOLDER: North Dakota Department of Transportation State of North Dakota its agencies, officers and employees

ADDRESS: bdfields@nd.gov

Coverage is primary and is not contributory by any insurance or self-insurance maintained by the Certificate Holder.

WHO IS AN INSURED (SECTION V) is amended to include the Certificate Holder as an additional insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

- A. In the performance of ongoing operations of the Named Insured; or
- B. In connection with the premises owned by or rented to the Named Insured



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2015

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<b>PRODUCER</b> AirSure Limited 2554 Tennessee Trail Road Golden, CO 80401	<b>CONTACT NAME:</b> AirSure Limited <b>PHONE (A/C, No, Ext):</b> 303(526)5300 <b>FAX (A/C, No):</b> 303(526)5303 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Praetorian Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Aviation & Marine Safety Solutions International 1515 Perimeter Road, Suite 217 West Palm Beach FL 33406	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:** 2401232**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTOR						<input type="checkbox"/> ACC OCCURRENCE <input type="checkbox"/> DAMAGE TO RENTED PREMISES (a occurrence) <input type="checkbox"/> MED EXP (Any one person) <input type="checkbox"/> PERSONAL & AD INJURY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS & COMP/OP AGG <input type="checkbox"/>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> AND AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> SCHEMELD AUTOS <input type="checkbox"/> NONOWNED AUTOS						<input type="checkbox"/> COMBINED SINGLE LIMIT (a accident) <input type="checkbox"/> BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) <input type="checkbox"/>
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<input type="checkbox"/> ACC OCCURRENCE <input type="checkbox"/> AGGREGATE <input type="checkbox"/>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> AN PROPRIETOR/PARTNER/EMPLOYEE OFFICER/MEMBER BENEFITARY (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AWC0200216	1/5/2015	1/5/2016	<input checked="" type="checkbox"/> PER STAT <input type="checkbox"/> OTOR <input type="checkbox"/> L. ACCIDENT 1,000,000 <input type="checkbox"/> L. DISABD CA EMPLOYEE 1,000,000 <input type="checkbox"/> L. DISABD POLICY LIMIT 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

North Dakota Department of Transportation  
State of North Dakota  
its agencies, officers and employees  
bdfields@nd.gov

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AUTHORIZED REPRESENTATIVE

(CO) Kerin Dodd

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## **Lawrence (Larry) Henry Williams**

2119 Jem Path  
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[www.larrywilliams.aero](http://www.larrywilliams.aero)  
[lw1w1964@gmail.com](mailto:lw1w1964@gmail.com)

*Over 32 years Air Carrier Certification and Auditing Experience ~ International Trainer and Presentations (ICAO Endorsed Instructor) ~ Training Program Approval and Standardization ~ International Air Carrier and Civil Aviation Authority Technical Assistance and Auditing Experience ~ Regulation and Technical Guidance Material Development (both FAA and international) ~ Accredited IS-BAO, IOSA and ACSF Auditor ~ Former Airline Captain ~ Former Corporate Aviation Department Manager ~ Aviation Teaching Experience (FAA Academy, FAA Center for Management and Executive Leadership, Department of Transportation Safety Institute, Auburn University and Middle Tennessee State University) ~ Regulatory Compliance and Enforcement experience (including hundreds of FAA enforcement actions initiated) ~ Subject matter expert experience ~ Heliport Design and Approval ~ Investigated Hundreds of Aircraft Accidents/Incidents*

### **Aerospace/Aviation subjects taught include:**

- Meteorology • Federal Aviation Regulations • Air Carrier Certification
- Pilot School Certification • Model Civil Aviation Regulations • Crew Resource Management
- Air Crew Licensing • Foreign Air Carrier Inspection • Personnel Licensing • Compliance & Enforcement Procedures • Flight Safety • Air Traffic Control Procedures • System Safety • Flight Testing Procedures • Government Aviation Safety Inspector-Operations • Aviation Training Organization Certification • Aircraft Accident Investigation

### **CAREER HIGHLIGHTS**

- Selected to serve as Instructor for International Civil Aviation Organization (ICAO) teaching the following courses: Aviation Safety Inspector-Operations, Approved Training Organization Certification, and Flight Crew Licensing as part of ICAO's TRAINAIR Program.
- Taught courses to international students at the Department of Transportation's Transportation Safety Institute and at various locations including Europe, Indonesia, Central America, Italy, Panama, Africa, and Turkey.
- Served as Team Leader for FAA's Technical Assistance Team to aid the Nigeria Civil Aviation Authority in obtaining FAA's Category One Status for aviation safety oversight. Category One status was granted in 2010 as the first African nation to receive such status in decades.
- Taught management and technical courses at FAA's Center for Management and Executive Leadership, the Department of Transportation's Transportation Safety Institute and the FAA Academy.
- Served on FAA Team to develop and revise the "Model Civil Aviation Law" and "Model Civil Aviation Regulations" which are used to assist foreign countries to develop an ICAO compliant Civil Aviation Safety system.
- Administered stage and final progress checks as Chief Flight Instructor at FAA approved flight schools; served as FAA's National Resource Inspector for IA-JET (Westwind) and Short 360 Aircraft (conducting flight checks, proving runs and serving as FAA's expert for the aircraft); completed more than a thousand flight evaluations and issued hundreds of pilot certificates and ratings. Appointed FAA designated pilot examiner upon retirement from FAA in March 2010.

- Revised and updated numerous training courses in order to improve and adjust course objectives to fit training needs; served as FAA's Subject Matter Expert (SME) in the development and updating of various courses and lesson plans.
- Assigned to FAA's Air Transportation Oversight Office (ATOS-CMO) responsible for writing and revising Safety Attribute Inspections (SAIs) and Element Performance Inspections (EPIs) providing quality control for all new FAA Air Carrier certification.
- Actively monitored and performed continuing surveillance of flight schools to determine ongoing compliance with established regulations and procedures.
- Served as adjunct faculty in the Aerospace Department at Middle Tennessee State University; taught undergraduate course Flight Safety (Aerospace 3107) and Crew Resource Management (Aerospace 3230) for over 10 years
- Graduate of the University of Southern California's Aviation Safety Certificate Program.
- Investigated hundreds of aircraft accidents and incidents
- Consulted with Foreign Civil Aviation authorities on various regulatory and safety issues including Dubai, Bahrain, Kenya, Tanzania, Uganda, Nigeria, Mexico, Ukraine, Azerbaijan, and others.

## **PROFESSIONAL EXPERIENCE**

### **Aviation Consultant – Since March 2010**

Aviation safety expert consulting with foreign civil aviation authorities, air carriers, air agencies, corporate flight departments and other aviation entities worldwide. Providing advice and training (both formal classroom and on-the-job), serving as subject matter expert, conducting due diligence and safety audits (including IS-BAO, ACSF and IOSA audits), developing training and technical manuals, assisting in FAA Air Carrier and Air Agency certification (including mergers and acquisitions), providing compliance and litigation assistance, serving as subject matter expert and expert witness and other consulting services.

### **FEDERAL AVIATION ADMINISTRATION – 1976 – 2010**

#### **Supervisory Aviation Safety Inspector (2007-2010)**

Detailed to FAA's Washington, DC Headquarters' International Programs and Policy Division conducting technical assistance and technical reviews of foreign countries' civil aviation authorities attempting to comply with international aviation safety standards. Conducted ICAO approved government aviation safety training classes and provided on-the-job training and other assistance.

#### **Aviation Safety Inspector (2004-2007)**

Assigned to the FAA Air Transportation Oversight System (ATOS) Certification Surveillance and Evaluation Team (CSET) Inspector (FAA's Washington Headquarters); served as national technical expert regarding specific aircraft and airline procedures and policies related to certification and evaluation of part-121 air carriers. Provided expertise and technical guidance, ensuring standardization and consistent application of agency guidelines.

Collaborated with principal inspectors of various airlines to develop surveillance strategies for air carriers after certification and actively participate in development and modification of air carrier inspector handbooks. Verified targeted organizations met Federal Aviation Regulations (FAR) regarding operations programs; evaluated air carriers for compliance with Federal Aviation Regulations. Collateral duties included teaching International Civil Aviation Organization (ICAO) approved courses to foreign air carrier inspectors.

#### **Supervisory Aviation Safety Inspector (1990-2004)**

Managed all operational aspects of the Nashville, Tennessee Flight Standards District Office (FSDO); supervised inspectors tasked with maintenance, avionics and operations. Planned,

defined, and managed budget; reallocated resources among projects and programs to ensure attainment of budget objectives. Accountable for aviation safety related activities; developed field office policies and procedures regarding versatile environment of air carrier, foreign air carrier surveillance, general aviation, Air Transportation Oversight System (ATOS), certificate management functions, and various special multi-organizational projects and activities. Supervised personnel; managed human resource functions including training, scheduling, performance evaluations, and corrective/disciplinary actions.

**Aviation Safety Inspector (1986-1990)**

Functioned as the primary operations interface between assigned air carriers/air operators/air agencies/airmen/designees and the Federal Aviation Administration. Responsible to assure that assigned organizations meet Federal Aviation Regulations with respect to operations programs. Determined the need for, and then established work programs for surveillance and inspection of assigned organizations. Responsible for surveillance and certification of assigned operators and to take appropriate action, including enforcement proceedings, when deficiencies were discovered. Served as the office's quality assurance coordinator as a collateral duty. This collateral duty mandated that all reports be examined (accidents, incidents, enforcement actions, etc.) for correctness prior to forwarding to the appropriate office or person. Investigate accidents, incidents, reports of violations of Federal laws and regulations. Served as the government's expert witness at National Transportation Safety Board hearings and other court proceedings.

**Aviation Safety Inspector (Washington Headquarters) (1985-1986)**

Served as Aviation Safety Inspector (operations) in the Office of Flight Operations in FAA's Washington Headquarters responsible for recommending and justifying new or amended Federal Aviation Regulations; developing policies, standards, programs, and procedures for airmen. Developed and recommended standards, policies, procedures, and programs governing the certification, inspection, and surveillance of air carriers, air agencies, instructional, and other types of airmen. Provided a continuing review of established rules, regulations, and standards pertaining to the certification of airmen and air agencies to assure that they have maintained pace with the needs to which they are directed and that they are reasonable, necessary and adequate. Developed, coordinated, and justified timely changes where mandated. Coordinated a wide variety of positions/policies to ensure consistent approaches and standard interpretations. Collected, verified and assimilated information necessary to ensure integration of all issues that will directly or indirectly impact recommended strategies, tactics, or solutions to issues. Developed and reviewed for accuracy and content, safety related/technical issue papers, briefings, reports, and correspondence for the Office of the Director. Responded to congressional correspondence, NTSB recommendations, Freedom of Information Act requests, etc. to ensure responses met the needs of the requester and the FAA.

**Aviation Safety Inspector (Nashville, Tennessee Flight Standards District Office, 1982-1985)**

Functioned as the primary operations interface between assigned air carriers, air operators, air Agencies, airmen, designees and the Federal Aviation Administration. Responsible to assure that assigned organizations meet Federal Aviation Regulations with respect to operations programs. Determined the need for, and then established work programs for surveillance and inspection of assigned organizations. Responsible for surveillance and certification of assigned operators and to take appropriate action, including enforcement proceedings when deficiencies were discovered. Served as the office's quality assurance coordinator as a collateral duty. This collateral duty mandated that all reports be examined (accidents, incidents, enforcement actions, etc.) for correctness prior to forwarding to the appropriate office or person. Investigate accidents, incidents, reports of violations of Federal laws and regulations. Served as the government's expert witness at National Transportation Safety Board hearings and other court proceedings.

**Aviation Safety Inspector (Operations- Instructor) (1980-1982)**

Instructor at the Federal Aviation Administration Academy, teaching FAA and non-FAA personnel in techniques and procedures of administering private, commercial, instrument, flight instructor and ATP certification flight tests. Taught in both flight and classroom phases of approved training and standardization courses offered at the FAA Academy. This included newly hired inspectors in their initial indoctrination course and experienced inspectors in recurrent and advanced courses. Responsible for continuing evaluation of each course of instruction to determine ways and means of improvement and adjustment of course objectives to fit training needs of field inspectors. Kept courses of instruction modernized; in planning, developing, and organizing material; made changes in course content and objectives consistent with annual work program objectives of Flight Standards Service. Executed a detailed report of accomplishment for each student, signifying the student's relative accomplishment of mandated outcomes. Assigned as the unit's course manager for the course "Airman Certification Techniques and Procedures."

**Aviation Safety Inspector (Accident Prevention Specialist) (Juneau, AK, Flight Standards District Office, 1978-1980)**

Responsible for the planning, conduction, direction, and evaluation of Accident Prevention Programs for the district (over 25,000 square miles in Southeast Alaska). In addition served as technical advisor to the District Office Manager and assisted in other areas of general aviation operations as required. Participated in accident investigations to develop detailed knowledge of contributing factors, causes, etc. Investigate accidents, incidents, and reports of violations of Federal laws and regulations. Write reports and serve as the government's witness in hearings and court proceedings. Conducted surveillance of air carriers and air operators to determine accident prevention suggestions and methods.

**Air Traffic Control Specialist (1976-1978)**

Served as an Air Traffic Control Specialist at Anniston, AL and Muscle Shoals, AL Flight Service Stations. Independently performed the full range of operational duties, which included providing information to pilots on such matters as weather, air routes, navigational aids, and airport conditions before and during flight. Issued instrument clearances to pilots and provided emergency service to pilots in distress. Provided disoriented pilots with direction finding services.

**EDUCATION & CREDENTIALS**

**Specialist in Education, Curriculum & Instruction** – Middle Tennessee State University (1995)

**Master of Education in Aerospace Education** – Middle Tennessee State University (1976)

**Bachelor of Science in Psychology** – Middle Tennessee State University (1971)

**Aviation Safety Certificate Program Graduate** – University of Southern California

**Certifications/Licensure**

- Pilot Weather Briefing Certificate and Certificate of Authority to Take Weather Observations issued by the National Weather Service
- Accredited International Standard for Business Aircraft Operations (IS-BAO) Auditor
- Accredited Air Charter Safety Foundation (ACSF) Auditor
- Accredited International Air Transport Association Operational Safety Audit (IOSA) Auditor (Operations, Cabin and Dispatch)

- Certified Fraud Examiner (Association of Certified Fraud Examiners)
- American Red Cross CPR & Advanced First Aid Instructor Certificate
- Federal Communication Commission Amateur Radio License Extra Class, (call sign NV0L)

### **Federal Aviation Administration Airman Certificates**

**Airline Transport Pilot** – Airplane Single & Multi-Engine Land, Rotorcraft: Helicopter & Gyroplane; Type ratings in Lear Jet, Hawker Jet, Cessna Citation, Jet Commander, Sabreliner, Short 360, EMB-100, R-22, AS-360; Commercial Privileges: Airplane Single & Multi-Engine Sea, Glider

**Flight Instructor Certificate** – Airplane Single & Multi-Engine, Rotorcraft - Helicopter & Gyroplane, Instrument-Airplane and Helicopter, Glider

**Ground Instructor Certificate** – Advanced and Instrument

**Air Traffic Control Specialist Certificate**

### **Professional development and training\*\***

IOSA auditor training course

IS-BAO auditor training course

ACSF auditor training course

International Civil Aviation for Inspectors course

ICAO endorsed Government Safety Inspector (Operations)

ICAO endorsed Approved Training Organization Certification,(ATO)

ICAO endorsed Personnel Licensing (PEL)

Flight Simulator Evaluation course

Legal, Regulations, Compliance and Investigation course

FAA Rulemaking Course

Certification Standardization Evaluation Team Orientation

Advanced Qualification Program

Internal Evaluation Program for Evaluators

Aeronautical Personnel Licensing Course (ICAO approved)

Air Transportation Oversight System (ATOS) Indoctrination

Aircraft Cabin Safety Investigation

Accident Prevention Techniques and Procedures

Operational Approval of Advanced Avionics

Aircraft Accident Investigation (initial and advanced)

Gas Turbine Engine Accident Investigation

Human Factors in Aviation Safety

The Role of the Technical Witness in Aviation Litigation

Legal Aspects of Aviation Safety

Helicopter Accident Investigation

Initial and Advanced FAA Academy Instructor Training

Air Carrier Certification (initial and recurrent)

Aviation Safety Program Management

Human Factors in Aircraft Accident Investigation

Crew Resource Management (initial and recurrent)

System Safety

Tennessee Aerospace Education Workshop

Tennessee Aeronautics Commission's International Aerospace Education Workshop

Executive Aircraft Emergency Procedures & Smoke Evacuation course

Numerous Aircraft Initial and Recurrent Courses (contracted with Flight Safety International, Simuflight, SIMCOM, and Commercial Airlines)  
Numerous U.S. Air Force Auxiliary Civil Air Patrol Courses including the National Staff College, National Check Pilot School and Inspector General's College

Numerous emergency management courses completed from the  
Federal Emergency Management Agency's National Emergency Training Center  
*\*\*Comprehensive listing of over 7000 hours of formal professional development and management courses available upon request\*\**

### **Honors & Awards**

- Superior Contribution to Aviation Safety award issued by Air Transportation Oversight System Certificate Management Office (2005), Superior Contribution to Aviation Safety awards issued by FAA (2008 and 2009)
- National Business Aviation Association (NBAA) Pilot Safety Award for 12,000 accident free flying hours, December, 2011.
- Federal Aviation Administration Washington Headquarters, 'Commitment to People' award (2004)
- State of Tennessee Department of Transportation, Division of Aeronautics, 'Career Contribution to Aviation' award (2004)
- Tennessee Wing, Civil Air Patrol, 'Commander of the Year' (1998)
- Federal Aviation Administration National Winner, 'Excellence in Public Awareness' (1993)

### **Professional Associations**

International Society of Air Safety Investigators  
System Safety Society  
Association of Certified Fraud Examiners  
American Institute of Aeronautics and Astronautics  
Flight Safety Foundation

### **Community Activities**

Tennessee Wing, Civil Air Patrol - Former Commander of Murfreesboro Squadron,  
Tennessee Wing Inspector General and Wing Check Pilot  
American Red Cross Volunteer - Teaching CPR & First Aid Courses  
Appointed as the Airport Support Network (ASN) volunteer for the Murfreesboro, Tennessee airport by the Aircraft Owners and Pilots Association (AOPA)

**Mail body: Fw: NEED YOUR RESUME URGENTLY SEND TO ME ASAP**

---

Sent using OWA for iPhone

---

**From:** Lawrence Williams <lhwilliams@aol.com>  
**Sent:** Thursday, October 29, 2015 3:59:07 PM  
**To:** Louis Sorrentino  
**Subject:** Fwd: NEED YOUR RESUME URGENTLY SEND TO ME ASAP

Here you go again,

Larry

Begin forwarded message:

**From:** Lawrence Williams <lhwilliams@aol.com>  
**Date:** October 29, 2015 at 3:49:46 PM EDT  
**To:** Lou Sorrentino <lou@AvMaSSI.com>  
**Subject:** Re: NEED YOUR RESUME URGENTLY SEND TO ME ASAP

Here you go Lou,

Larry

On Oct 29, 2015, at 3:12 PM, Louis Sorrentino <lou@AvMaSSI.com> wrote:

# PROPOSAL

# 2015

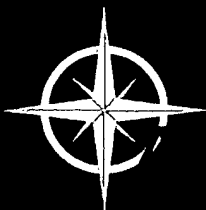
**NDDOT**  
North Dakota  
Department of Transportation

*14 CFR PART 91  
Operational Safety  
Audit Cost Proposal to  
RFP*

28 October 2015

**Vanessa Brosten**  
Procurement Officer  
North Dakota Department of Transportation

— CONFIDENTIAL —





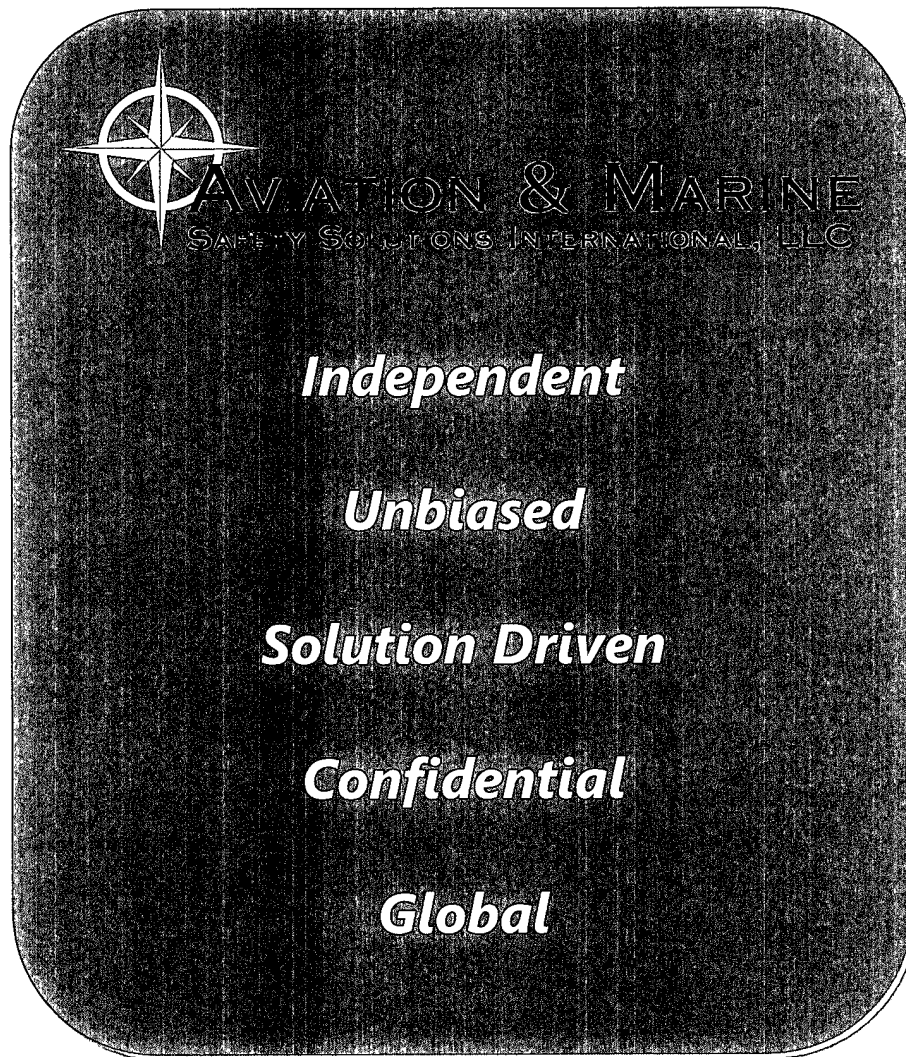
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## DISCLAIMER

The information contained in this Proposal was obtained from sources which to the best of the writer's knowledge are authentic and reliable. AvMaSSI makes no guarantee of results, and assumes no liability in connection with either the information herein contained, or the safety suggestions herein made. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

All audits and any recommendations provided by AvMaSSI are purely advisory and are intended only to assist the client in enhancing its own regulatory compliance, loss control, safety and/or security processes. Observations and recommendations are based on the information made available at the time of the audits. Furthermore, these do not purport to refer to or certify compliance with domestic or foreign regulatory requirements, or other applicable standards. No assurance can be given that implementation of the recommendations provided will be sufficient to eliminate or avoid specific hazards. Our inspections, reports and recommendations do not signify nor imply that other hazards do not exist. We assume no responsibility for your implementation, management and operation of loss control, safety and/or security procedures, whether or not pursuant to our recommendation or observations.



# 1 Introduction

## 1.1 AvMASSI COST PROPOSAL RESPONSE TO ND DOT REQUEST FOR PROPOSAL

AvMASSI was provided a request for proposal by the North Dakota Department of Transportation Flight Operations Department (hereinafter referred to as the "ND DOT"), to select a qualified aviation operations evaluation organization to perform the annual safety audit of its Flight Operations Department.

The following is AvMASSI's cost proposal for the scope of work outlined within the RFP:

## 1.2 COST PROPOSAL RESPONSE VIA ND DOT SHEET

	Hours (Combined total of 2 personnel)	Cost/Hour	Sub Total	Total
Travel	8	\$75	\$600.00	\$600.00
On-Site Audit	32	\$150	\$4800.00	\$4800.00
Travel Expense (Air,Hotel,Meals	Air total: \$1200.00	\$1200 Total	\$1200 + \$840	\$2040.00
	Hotel/M meal \$140/nt	\$840. Total	\$2,040.00	
Compilation of final report	8	\$100	\$800.00	\$800.00
TOTAL				\$8,240.00

The contractor is responsible for the difference in estimated travel expenses.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Louis A. Sorrentino". The signature is fluid and cursive, with a large initial "L" and "S".

Louis A. Sorrentino  
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