

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

REQUEST FOR PROPOSAL

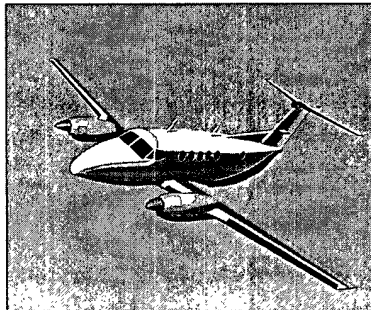
RFP Title: AIRCRAFT MAINTENANCE SERVICE

RFP Number: 905-16-14-050

Date of Issue: June 18, 2014

Purpose of RFP: To provide a local aircraft maintenance service commencing October 1, 2014, in order to support the requirements of the North Dakota Department of Transportation, Office of Flight Operations, on behalf of the State of North Dakota.

Procurement Officer: Vanessa Brosten, Financial Management Division



Offerors are not required to return this form.

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

REQUEST FOR PROPOSAL TITLE: AIRCRAFT MAINTENANCE SERVICE

REQUEST FOR PROPOSAL NO.: 905-16-14-050

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

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

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated July 18, 2014, NDDOT's request for proposal issued on June 18, 2014, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.

2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.

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



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



16. This agreement becomes effective when all parties have signed and it shall terminate on 09/30/2016.

EXECUTED the date last below signed.

WITNESS:

Tracie M. Befroh
NAME (TYPE OR PRINT)
Tracie M. Befroh
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:

Debbie S. Kolegraf
NAME (TYPE OR PRINT)
Debbie S. Kolegraf
SIGNATURE

CONTRACTOR:

Jonathan P. Simmers
NAME (TYPE OR PRINT)
Jonathan P. Simmers
SIGNATURE
CEO
TITLE
8-6-14
DATE

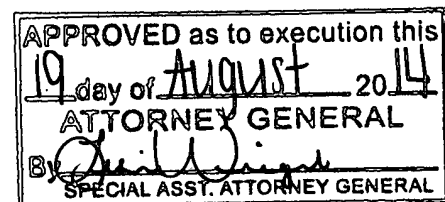
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)
Grant Levi
SIGNATURE
8/20/14
DATE

APPROVED as to substance by:

Shannon L. Sever
DIVISION DIRECTOR (TYPE OR PRINT)
Shannon L. Sever
SIGNATURE
8/7/2014
DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 3-11



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS APPENDIX

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 shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



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



CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

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

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

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

POLICY NUMBER: NAF4027125
POLICY PERIOD: From October 1, 2013 To October 1, 2014
INSURANCE COMPANY: Catlin Insurance Company, Inc.

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

As respects the above certificate holder:

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

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of October 1, 2013.

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

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

By: 
W. Brown & Associates Insurance Services

Date of Issue: October 1, 2013
Certificate No.: 8

SCHEDULE OF LOCATIONS

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

Bismarck Municipal Airport, Bismarck, ND
including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

Type of Coverage:

LIMITS OF LIABILITY

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



National Indemnity group of insurance companies
3024 Harney Street
Omaha, NE 68131



Commercial Auto Insurance Binder

BISMARCK AERO CENTER
2301 UNIVERSITY DR
BISMARCK, ND 58504

Policy Term: 11/06/2013 8:41 AM to 11/06/2014 12:01 AM
Policy Number: 70APR296527
Minimum Earned Premium: \$0
Business Description:

Total Policy Premium: \$1,768.00

Issued by: Northern States Agency, Inc. (St. Paul, MN)

THIS BINDER IS A TEMPORARY CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE BOTTOM OF THIS FORM.

Thank you for your recent order for coverage. We are pleased to bind coverage (FOR 30 DAYS) effective 11/06/2013 8:41 AM with National Indemnity Company.

Coverage Information

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

Vehicle Information

1. 2006 CHEVROLET IMPALA	VIN: 2G1WT58K569147992
2. 2005 CHEVROLET UPLANDER	VIN: 1GNDV23L65D269745
3. 2000 DODGE STRATUS	VIN: 1B3EJ46C5YN210959

Special Conditions:

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



**North Dakota
Workforce Safety
& Insurance**
Putting Safety to Work

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

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

AIRCRAFT MANAGEMENT SERVICES
DBA BISMARCK AERO CENTER/DAKOTA AVIONICS
2301 UNIVERSITY DRIVE BLDG 53
BISMARCK ND 58504-

Employer Account Number: 1274462

Issued Date: 09/16/2013

Expiration Date: 09/13/2014

CERTIFICATE OF PREMIUM PAYMENT

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

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

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

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

Barry Schumacher

Barry Schumacher
Chief of Employer Services

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

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

REQUEST FOR PROPOSAL

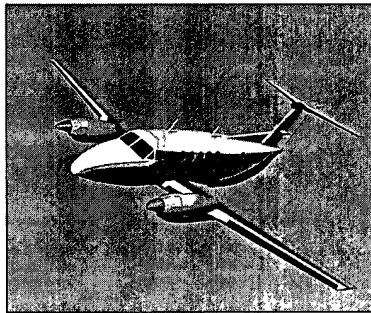
RFP Title: AIRCRAFT MAINTENANCE SERVICE

RFP Number: 905-16-14-050

Date of Issue: June 18, 2014

Purpose of RFP: To provide a local aircraft maintenance service commencing October 1, 2014, in order to support the requirements of the North Dakota Department of Transportation, Office of Flight Operations, on behalf of the State of North Dakota.

Procurement Officer: Vanessa Brosten, Financial Management Division



Offerors are not required to return this form.

TABLE OF CONTENTS

1.0 Introduction and Instructions

- 1.01 Purpose of the RFP
- 1.02 Contact Person, Telephone, Fax Number and E-mail
- 1.03 RFP Schedule
- 1.04 Return Mailing Address and Deadline for Receipt of Proposals
- 1.05 Compliance with Laws, Nondiscrimination and Affirmative Action
- 1.06 Assistance to Offerors with a Disability
- 1.07 NDDOT Contract Administrator Assigned
- 1.08 Deadline for Receipt of Questions and Objections
- 1.09 Approved Vendor Registration Requirements
- 1.10 Pre-proposal Conference
- 1.11 Amendments to the RFP
- 1.12 News Releases
- 1.13 Notice Provided
- 1.14 Letter of Interest
- 1.15 Definitions

2.0 Proposal Scope and Content

- 2.01 Scope of Work
- 2.02 Location of Work and Billing Address
- 2.03 Organizational Structure and Employee Turnover
- 2.04 Management and Service Plan
- 2.05 Tools, Equipment, Parts, Third-Party Suppliers & Shipping
- 2.06 Experience, Qualifications, Subcontractor(s), References
- 2.07 Quality Assurance
- 2.08 Cost Proposal and Definition of "Hourly Rate"

3.0 General Contract Information

- 3.01 Contract Period and Renewal Option
- 3.02 Contract Type and Price Adjustment
- 3.03 Standard Contract Provisions
- 3.04 Proposal as a Part of the Contract
- 3.05 Additional Terms and Conditions
- 3.06 Supplemental Terms and Conditions
- 3.07 Contract Approval
- 3.08 Contract Changes – Unanticipated Amendments
- 3.09 Indemnification and Insurance Requirements
- 3.10 Taxes and Taxpayer Identification
- 3.11 Proposed Payment Procedures
- 3.12 Contract Funding
- 3.13 Payment Terms
- 3.14 Contract Personnel
- 3.15 Right to Inspect Place of Business and Conduct Investigations
- 3.16 Termination for Default
- 3.17 Open Records Laws - Confidentiality
- 3.18 Independent Entity
- 3.19 Assignment
- 3.20 Disputes - Applicable Law and Venue
- 3.21 Informal Debriefing

4.0 Evaluation Criteria and Contractor Selection

- 4.01 Management and Service Plan, Organizational Structure and Employee Turnover, Company Viability
- 4.02 Tools, Equipment, Parts, Third-Party Suppliers & Shipping
- 4.03 Experience, Qualifications, Subcontractor(s) References
- 4.04 Quality Assurance
- 4.05 Contract Cost

5.0 Proposal Format and Content

- 5.01 Proposal Format and Content
- 5.02 Introduction
- 5.03 Scope of Work, Etc. & Company Viability
- 5.04 Experience, Qualifications, Subcontractor(s), References
- 5.05 Quality Assurance
- 5.06 Cost Proposal
- 5.07 Required Proposal Enclosures
- 5.08 Offerors Checklist

6.0 Standard Proposal Information

- 6.01 Authorized Signature
- 6.02 State Not Responsible for Preparation Costs
- 6.03 Conflict of Interest
- 6.04 Offeror's Certification
- 6.05 Offer Held Firm
- 6.06 Amendments to Proposals and Withdrawal of Proposals
- 6.07 Subcontractors
- 6.08 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 6.09 Evaluation of Proposal
- 6.10 Right of Rejection
- 6.11 Clarification of Offers
- 6.12 Discussion and Best and Final Offers
- 6.13 Preference Laws
- 6.14 Contract Negotiation
- 6.15 Failure to Negotiate
- 6.16 Notice of Intent to Award – Offeror Notification of Selection
- 6.17 Protest and Appeal

7.0 Attachments

- 7.01 Management and Service Plan, Organizational Structure and Employee Turnover, Company Viability
- 7.02 Tools, Equipment, Parts, Third-Party Suppliers, Shipping
- 7.03 Experience, Qualifications, Subcontractor(s), References
- 7.04 Quality Assurance
- 7.05 Cost Proposal
- 7.06 Sample Form – Request for Proposal Evaluation Summary – Individual Evaluator Total
- 7.07 Sample Form – Request for Proposal Evaluation Summary – Evaluator Totals by Offeror
- 7.08 Sample Form – Request for Proposal Evaluation Summary – Offeror Totals
- 7.09 Contract Administrator (Aircraft Maintenance Manager) Responsibilities
- 7.10 Aircraft Maintenance Service – Third Party Suppliers
- 7.11 Sample Notice of Award
- 7.12 Sample Contract
- 7.13 Risk Management Appendix

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**, Office of Flight Operations, hereafter known as 'NDDOT', is soliciting proposals for a local **AIRCRAFT MAINTENANCE SERVICE** provider for the current fleet of NDDOT aircraft including a 1998 Beechcraft B200 King Air (N939BW), 1998 Beechcraft B200 King Air (N200ND) and a 2010 Cessna Caravan 208 (N228GS).

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

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

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

PROCUREMENT OFFICER: Vanessa Brosten
PHONE: 701-328-2571
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. It is also possible that a Best & Final will be issued which will move the scheduled dates.

RFP Issued: **JUNE 18, 2014**

Deadline for receipt of questions and objections related to the RFP: **JULY 1, 2014**

Responses to questions / RFP amendments (if required): **JULY 3, 2014**

Proposals due by: **JULY 21, 2014**

Site Inspections, Interviews & Oral Presentations completed by: **JULY 31, 2014**

Proposal Evaluation Committee evaluation completed by approximately: **AUGUST 13, 2014**

State issues Notice of Intent to Award a Contract approximately: **AUGUST 14, 2014**

State issues contract approximately: **AUGUST 22, 2014**

Contract start: **OCTOBER 1, 2014**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

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

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

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT DIVISION – PROCUREMENT
REQUEST FOR PROPOSAL 905-16-14-050
608 EAST BOULEVARD AVENUE
BISMARCK, ND 58505-0700

Proposals must be received by the NDDOT at the location specified no later than **2:00 P.M., Central on July 21, 2014**. Proposals will not be publicly read at the opening.

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

1.05 Compliance with Laws, Nondiscrimination and Affirmative Action.

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

1.06 Assistance to Offerors with a Disability

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

1.07 NDDOT Contract Administrator assigned

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

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

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

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

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

1.08 Deadline for Receipt of Questions and Objections

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

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

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

1.09 Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

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

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

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

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

1.10 Pre-proposal Conference

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

1.11 Amendments to the RFP

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

1.12 News Releases

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

1.13 Notice Provided

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

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

1.14 Letter of Interest

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

1.15 Definitions

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

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

2.0 PROPOSAL SCOPE AND CONTENT

2.01 Scope of Work

The North Dakota Department of Transportation, Office of Flight Operations, is soliciting proposals for a local AIRCRAFT MAINTENANCE SERVICE provider for the current fleet of NDDOT aircraft including a 1998 Beechcraft B200 King Air (N939BW), 1998 Beechcraft B200 King Air (N200ND) and a 2010 Cessna Caravan 208 (N228GS).

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

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

2.02 Location of Work and Billing Address

NDDOT aircraft are generally based at the following location:

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

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

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

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

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

2.03 Organizational Structure and Employee Turnover

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

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

2.04 Management and Service Plan

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

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

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

The following conditions apply to the maintenance service:

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

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

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

Offerors shall provide an example of a monthly report.

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

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

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

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

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

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

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

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

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

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

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

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

The NDDOT will reimburse the Contractor for repair parts required.

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

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

2.06 Experience, Qualifications, Subcontractor(s), References

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

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

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

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

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

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

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

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

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

2.07 Quality Assurance

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

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

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

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

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

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

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

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

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

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

2.08 Cost Proposal and Definition of 'Hourly Rate'

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

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

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

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

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

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

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

3.0 GENERAL CONTRACT INFORMATION

3.01 Contract Period and Renewal Option

The State intends to enter into a contract having effective dates beginning **October 1, 2014** and ending **September 30, 2016**. This contract may be renewed for an additional twenty-four month period upon satisfactory completion of the initial contract term. This contract will not automatically renew. The Contractor will provide written notice to the NDDOT of its interest in renewing the contract at least sixty (60) days before the scheduled contract expiration date.

3.02 Contract Type and Price Adjustment

This contract is a Time and Materials contract.

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

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

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

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

3.03 Standard Contract Provisions

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

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

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Supplemental Terms and Conditions

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

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

3.07 Contract Approval

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

3.08 Contract Changes - Unanticipated Amendments

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

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

3.09 Indemnification and Insurance Requirements

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

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

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

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

3.10 Taxes and Taxpayer Identification

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

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

A Contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the Contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-1241 (toll free 877-328-7088) taxregistration@nd.gov or visit the website at www.nd.gov/tax/ for more information.

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

3.11 Proposed Payment Procedures

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

3.12 Contract Funding

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

3.13 Payment Terms

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

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

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

3.14 Contract Personnel

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

3.15 Right to Inspect Place of Business and Conduct Investigations

A site inspection of the Contractor's place of business that is related to the performance of the contract will be conducted as part of the evaluation process. The offeror must provide access for the inspection to maintain consideration of responsiveness to the proposal.

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

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

3.16 Termination for Default

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

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

3.17 Open Records Laws - Confidentiality

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

3.18 Independent Entity

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

3.19 Assignment

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

3.20 Disputes - Applicable Law and Venue

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

3.21 Informal Debriefing

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

4.0 EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

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

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

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

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

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

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

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

4.03 Experience, Qualifications, Subcontractor(s), References

A) General Aircraft Maintenance Experience, Qualifications

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

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

B) Avionics Maintenance Experience, Qualifications

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

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

C) Subcontractor(s), References

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

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

4.04 Quality Assurance

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

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

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

4.05 Contract Cost

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

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

5.0 PROPOSAL FORMAT AND CONTENT

5.01 Proposal Format and Content

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

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

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

5.02 Introduction

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

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

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

5.03 Scope of Work, Etc. & Company Viability

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

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

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

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

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

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

Company Viability

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

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

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

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

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

5.04 Experience, Qualifications, Subcontractor(s), References

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

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

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

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

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

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

work performed is recent and similar in nature to the RFP service.

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

Offerors shall also reference and include section 2.06.

5.05 Quality Assurance

Offerors shall address their inspection program for parts and materials.

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

Offerors shall address the requirements for certified avionics technicians.

Offerors shall address records maintenance requirements.

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

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

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

Offerors shall also reference and include section 2.07.

5.06 Cost Proposal

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

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

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

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

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

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

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

Price of Lowest Cost Proposal

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

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

Also reference section 2.08.

5.07 Required Proposal Enclosures

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

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

5.08 Offerors Checklist

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

6.0 STANDARD PROPOSAL INFORMATION

6.01 Authorized Signature

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

6.02 State Not Responsible for Preparation Costs

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

6.03 Conflict of Interest

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

6.04 Offeror's Certification

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

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

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

6.05 Offer Held Firm

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

6.06 Amendments to Proposals and Withdrawals of Proposals

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

6.07 Subcontractors

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

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

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

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

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

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

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

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

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

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

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

6.09 Evaluation of Proposal

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

6.10 Right of Rejection

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

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

The procurement officer may waive minor informalities that:

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

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

6.11 Clarification of Offers

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

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

6.12 Discussions and Best and Final Offers

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

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

6.13 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or Contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

http://www.oregon.gov/DAS/EGS/PS/pages/reciprocal_detail.aspx or contact the North Dakota State Procurement Office at 701-328-2683.

6.14 Contract Negotiation

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

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

6.15 Failure to Negotiate

If the selected offeror:

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

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

6.16 Notice of Intent to Award - Offeror Notification of Selection

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

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

6.17 Protest and Appeal

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

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

7.0 ATTACHMENTS

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

EVALUATION CRITERIA AND SCORING

Offeror Individual or Firm Name _____

Name of Proposal Evaluation Member _____

Date of Review _____

RFP Title/Number: AIRCRAFT MAINTENANCE SERVICE, RFP 905-16-14-050

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

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

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

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

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

Proposals will be evaluated against the questions set out below:

Has offeror acknowledged the Scope of Work?

Has offeror addressed on-site service?

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

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

Has the offeror identified their primary service location?

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

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

Has the offeror addressed monthly reporting requirements?

Has the offeror addressed NDDOT contract review requirements?

Has the offeror addressed invoicing and itemized detail?

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

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

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

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

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

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

Has the offeror addressed the proposed payment procedures?

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

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

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

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

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

Interview / Oral Presentation – Has the offeror provided a clear representation of their service abilities?
Identify any concerns or issues:

Site Inspection – Do the offerors repair facility and location suit the purpose of the RFP?
Identify any concerns or issues:

EVALUATOR'S POINT TOTAL FOR 7.01 (20 Maximum) _____

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

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

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

Has the offeror indicated any opportunities for parts price breaks?

Has the offeror addressed parts repair versus parts replacement?

Has the offeror addressed tracking parts repair and replacement?

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

Has the offeror addressed parts warranty coverage?

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

EVALUATOR'S POINT TOTAL FOR 7.02 (5 Maximum) _____

7.03 Experience, Qualifications, Subcontractor(s), References

A) General Aircraft Maintenance Experience, Qualifications – Total This Subsection _____ (Max 25)

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

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

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

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

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

Have personnel resumes been provided?

Are licenses and permits current?

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

B) Avionics Maintenance Experience, Qualifications – Total This Subsection _____ (Max 15)

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

Has the offeror explained their avionics capabilities?

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

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

Has the offeror provided employee FCC avionics licensing documentation?

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

C) Subcontractor(s), References – Total This Subsection _____ (Max 5)

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

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

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

EVALUATOR'S POINT TOTAL FOR 7.04 (45 Maximum) _____

7.04 Quality Assurance

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

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

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

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

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

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

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

EVALUATOR'S POINT TOTAL FOR 7.04 (15 Maximum) _____

7.05 Cost Proposal

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

HOURLY SERVICE RATES:

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

OTHER COST RELATED:

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

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

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

No _____ Yes _____

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

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

Indicate the markup percentage offered _____%

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

Indicate the markup percentage offered _____%

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

EVALUATOR'S POINT TOTAL FOR 7.05 (Maximum 15) _____

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

Name of RFP: AIRCRAFT MAINTENANCE SERVICE		
RFP Number: RFP 905-16-14-050		
Supplier Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 85 Points)	Maximum Points by Category	Score
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20	
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5	
3) Experience, Qualifications, Subcontractor(s), References:		
a) General Aircraft Maintenance Experience, Qualifications	25	
b) Avionics Experience, Qualifications	15	
c) Subcontractor(s), References	5	
4) Quality Assurance	15	
Maximum 85	Subtotal	
Cost Evaluation (Maximum 15 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.state.nd.us/csd/spo/resources.html 1. Calculated points awarded for price. _____ Price of Lowest Cost Proposal _____ Price of Proposal Being Rated X 15 points = Awarded Points		
Cost	15	
Maximum 15	Subtotal	
Grand Total (Maximum 100)		

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

Name and Number of RFP: AIRCRAFT MAINTENANCE SERVICE, 905-16-14-050						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	85 POINTS Maximum	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20					
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5					
3) Experience, Qualifications, Subcontractor(s), References:						
a) General Aircraft Maintenance Experience, Qualifications	25					
b) Avionics Experience, Qualifications	15					
c) Subcontractor(s), References	5					
4) Quality Assurance	15					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (85 point Maximum).				
Cost Propose Score		Note: (15 point Maximum)				
TOTAL						

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

Name and Number of RFP: AIRCRAFT MAINTENANCE SERVICE, 905-16-14-050					
Date:					
Technical Evaluation Criteria	85 POINTS Maximum	Supplier 1	Supplier 2	Supplier 3	Supplier 4
1) Management & Service Plan, Organization Structure and Employee Turnover, Company Viability	20				
2) Tools, Equipment, Parts, Third-Party Suppliers, & Shipping	5				
3) Experience, Qualifications, Subcontractor(s), References:					
a) General Aircraft Maintenance Experience, Qualifications	25				
b) Avionics Experience, Qualifications	15				
c) Subcontractor(s), References	5				
4) Quality Assurance	15				
Technical Proposal Score (85 points Maximum)					
Cost Proposal Score (15 points Maximum)					
Grand Total (100 points Maximum)					

7.09 Contract Administrator (Aircraft Maintenance Manager) Responsibilities

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

7.10 Aircraft Maintenance Service – Third Party Suppliers

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

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

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

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

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

YES _____ NO _____ If No, continue to complete the form.

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

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

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

YES _____ NO _____

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

YES _____ NO _____

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

Contractor:

Print Name, Signature Date

Approved by NDDOT Maintenance Manager Or Pilot In Charge:

Print Name, Signature Date

7.11 Sample Notice of Award

August 14, 2014

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **905-16-14-050, AIRCRAFT MAINTENANCE SERVICE** was issued by the **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION, OFFICE OF FLIGHT OPERATIONS AND FINANCIAL MANAGEMENT DIVISION** on **June 18, 2014**.

The following Suppliers submitted proposals in response to the RFP:

Supplier Name, City, State

Supplier Name, City, State

Etc.

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

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

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

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

If you have any questions, please feel free to contact me at (701) **328-2571**

Sincerely,

Vanessa Brosten, Purchasing Agent
North Dakota Department of Transportation
PHONE: 701-328-2571
E-MAIL: ybrosten@nd.gov

7.12 Sample Contract (Next 4 Pages)

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

REQUEST FOR PROPOSAL TITLE: AIRCRAFT MAINTENANCE SERVICE

REQUEST FOR PROPOSAL NO.: 905-16-14-050

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

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

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated , NDDOT's request for proposal issued on , and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.

2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.

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



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



16. This agreement becomes effective when all parties have signed and it shall terminate on 09/30/2016.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

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.)

TITLE

DATE

WITNESS:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 3-11



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

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 shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



7.13 Risk Management Appendix (Next 1 Page)

Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09





NDDOT

North Dakota

Department of Transportation

Office of Flight Operations & Financial Management Division

608 East Boulevard Avenue

Bismarck, ND 58505-0700

AIRCRAFT MAINTENANCE SERVICE RFP 905-16-14-050

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



Experience Us.

July 18, 2014

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT DIVISION – PROCUREMENT
REQUEST FOR PROPOSAL 905-16-14-050
608 EAST BOULEVARD AVENUE
BISMARCK, ND 58505-0700

Ms. Brosten and Members of the Evaluation Committee:

On behalf of our entire organization at Bismarck Aero Center, we are pleased to formally submit our proposal in response to RFP 905-16-14-050 for AIRCRAFT MAINTENANCE SERVICE as issued on June 18, 2014.

The spring of 2015 will mark our organization's 25th year in business. As we look back over the past 25 years, we can continue to reflect on the growth of our organization and we continue to refine our way of doing business. We have evolved from a one man pilot services organization to an organization that employs nearly 40 people today!

We have carefully reviewed the contents of the RFP and the amendments that were issued on July 3, 2014 and are confident that our organization is financially viable and capable of meeting and exceeding the service requirements as outlined in the RFP.

We recognize that by signing this RFP that we agree to the terms as outlined in the RFP, our proposal response, and specifically section 6.0 of the RFP. Furthermore, by submitting this proposal, we agree that the terms outlined in our response are firm for 60 days beyond the due date of the proposal. Please accept this document as binding signature for Aircraft Management Services dba Bismarck Aero Center.

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

Sincerely,

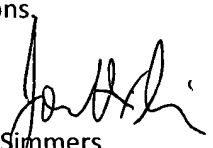

Jonathan P. Simmers
CEO, Secretary/Treasurer



Table of Contents

	Page Number
1. 5.02 Introduction	1
• Company History	1
• Offeror's Firm	1
• RFP Contact Person and Address	1
• Maintenance Accountability Contact Person	1
• North Dakota Approved Vendor/Bidding Number	2
• Compliance and Conflict of Interest Statement	2
• Taxpayer Identification	2
• Binding Signature by Company Officer	2
2. 5.03 Scope of Work, Etc. & Company Viability	3
• Statements of Understanding	3
• Capabilities	4
• 2.01 Scope of Work	5
• 2.02 Location of Work and Billing Address	5
• 2.03 Organizational Structure and Employee Turnover	5
• Key Contract Personnel	5
• Additional Support Personnel	7
• 2.04 Management and Service Plan	9
• Service and Methodology	9
• Maintenance Service Conditions	10
• 2.05 Tools, Equipment, Parts, Third Party-Suppliers, & Shipping	12
• 2.08 Cost Proposal and Definition of "Hourly Rate"	13
• Company Viability	13
3. 5.04 Experience, Qualifications, Subcontractor(s), References	14
• Similar Service Contracts	14
• 2.06 Experience, Qualifications, Subcontractor(s), References	15
• Summary of Ratings, Certificates, FAA Licenses and Assigned Personnel	15 11
• Subcontractor	16
• References	16
4. 5.05 Quality Assurance	17
• 2.07 Quality Assurance	17
• Work order & Log Book Sign-off Requirements	19
• FAR Part 43.9 and 91.417 Requirements	19
5. 5.06 Cost Proposal	21
• 2.08 Cost Proposal and Definition of "Hourly Rate"	21
• See Enclosed Sealed Envelope for CONFIDENTIAL documents	



6. 5.07 Required [and other] Proposal Enclosures (Appendix)

- Appendix A – Management and Service Plan Flow Chart
 - Repair Station Certificate
 - Tool Calibration Logs
- Appendix B - Relevant Technician Resumes, Licenses and Certifications
 - Organizational Charts
 - Flight Safety International Agreement & Certificates
- Appendix C - Customer Service Reference Letters
- Appendix D – Risk Management
- Appendix E - Financial Viability
- Appendix F - Amendment No. 1 (Signed Copy)
- Appendix G – Service Reporting Documents

5.02 Introduction

Company History

Bismarck Aero Center (BAC) was first founded in 1990 as the family owned Aircraft Management Services. The spring of 2015 will mark Bismarck Aero Center's 25th anniversary and we are excited to get our planning efforts under way for the big celebration! The company specialized in pilot services, aviation consulting, flight training and aircraft storage. As the company grew, a trustworthy reputation in the aviation industry was established. Our services started to expand and help us better serve the people we count on, our customer.

Since our start, we have expanded our services to aircraft maintenance and repair in 2002, avionics repair and sales in 2006, and became Bismarck's newest 24hr full service FBO in 2008. We were also humbled to have the opportunity to take our services to the Mandan Municipal Airport and startup sister company, Mandan Aero Center in November of 2013. The addition of our new facility in Mandan has added available resources and technical depth to our maintenance and avionics department in Bismarck. Other services that we offer include cold and heated aircraft hangar, flight instruction, aircraft rental, charter brokerage, and aircraft interiors.

BAC currently has two office complexes and seven hangars totaling over 72,000 square feet with our newest hangar completed in 2012 that features door dimensions of 27' x 99'. We employ about 40 employees that are dedicated to their work as professionals in the aviation industry. Our staff has earned a great reputation of being committed to the satisfaction of our customers through timely execution and quality work.

Along with our activities on the Bismarck Municipal Airport and Mandan Municipal Airport, we believe in being a great steward of the Bismarck/Mandan community. Over the last twelve months alone, we have been pleased to support the following activities: Bismarck/Mandan Junior Achievement, 5th Grade Aviation Career Day, EAA Young Eagles Flights, Scottish Rite Speech Therapy Center for Children, The GOD'S CHILD PROJECT, Wreaths Across America, Relay for Life, Mandan Hockey Club and the Bismarck Dakota Zoo.

Offeror's Firm

Aircraft Management Services Inc. dba, Bismarck Aero Center, dba Dakota Avionics
2301 University Dr. Bldg. 53
Bismarck, ND 58504

RFP Contact Person and Address

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

Maintenance Accountability Person and Address

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

North Dakota Approved Vendor/Bidding Number – 0000155786

Compliance and Conflict of Interest Statement

Our organization has reviewed the contents of RFP 905-16-14-050 in its entirety and confirms that we are able to comply with all provisions outlined in this document and subsequent amendments as issued on July 3, 2014. Furthermore, we do not detect a possible conflict of interest between Bismarck Aero Center and the NDDOT.

Tax Payer Identification

Federal: 45-0417400

State: 16808600

Binding Signature by Company Officer

It is understood that this binding signature will comply with all contents of the RFP.

(See Domestic Annual Report for proof of signature authorization located in Cost Proposal section.)


Jonathan P. Simmers, CEO, Treasurer/Secretary



5.03 Scope of Work, Etc. & Company Viability

Statements of Understanding

The entire maintenance and avionics department at Bismarck Aero Center (BAC) has a solid understanding as to “why” we provide aircraft maintenance services to the NDDOT. The purpose of providing aircraft maintenance services goes beyond merely fixing and working on aircraft. The purpose is to enhance the safe transport of NDDOT highway personnel, various state agencies, state leaders, state dignitaries, as well as our Chief Magistrate and Governor to access all regions of North Dakota. Ultimately, access to all regions of North Dakota by various state agencies greatly enhances the quality of life for all North Dakota residents and businesses.

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

In reference to section three and General Contract Information in the RFP, we understand that the State intends the contract period to begin on October 1, 2014 and end on September 30, 2016 with the potential for a 24 month renewal if agreeable by both parties. It is recognized that if awarded, the contract does not automatically renew for the extended 24 months and Contractor must notify the State with the interest in renewing.

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

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

We recognize the potential of contract changes as the need for the NDDOT aircraft fleet evolves and will do our part in responding appropriately should that need arise.

We have reviewed the Risk Management portions of the RFP and will meet or exceed the requirements of this section (see appendix section for full details). In addition, we recognize the State’s tax exempt status. We have completed several tax audits with the State of North Dakota in the past five years and have passed without penalty. We will continue to seek qualified tax guidance to ensure that BAC operates within the integrity of the all applicable laws.

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

It is recognized in advance that all personnel changes for key Technicians associated with the Contract must first be approved by the NDDOT Aircraft Maintenance Manager. Furthermore, BAC welcomes a site inspection at any time during the duration of the contract. We are proud of our facility and want NDDOT personnel to feel welcome at any time. In our mind, any service inspection of our facility will allow a forum for feedback that will only enhance our operations and the safety of our customers.

It is recognized that the State may conduct background investigations of the successful offeror. One of the advantages of working with BAC is that we conduct background investigations on all employees prior to hire. The background check is conducted by an independent agency that is based out of Grand Forks, ND. In addition, all BAC employees are required to have an airport badge as issued by the Bismarck Airport. This company policy provides an extra level of protection to ensure that BAC hires reputable personnel without violent or criminal history.

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

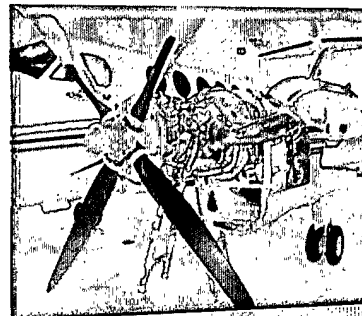
In review of section four, it is recognized that 100 points total will be used to evaluate the seven different criteria required to respond to RFP 905-16-14-050. Our responses in these areas will be outlined in the following sections. In addition, we acknowledge the grading criteria along with the processes and procedures of the RFP evaluation processes as outlined in sections six and seven.

Capabilities

Bismarck Aero Center is capable of handling all of the general aircraft maintenance and avionics services that are required to safely operate the King Air and Caravan fleet of aircraft. Our services include and are not limited to the following:

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

See section 2.04 for Methodology and Management Plan and Appendix A for an illustration of our Management and Service Plan Flow Chart.



2.01 Scope of Work

We recognize as outlined in section 2.01 of the RFP that the NDDOT is planning to engage in a contract for Aircraft Maintenance Services for a 2010 Cessna Caravan 208 (N228GS), a 1998 King Air B200 Beechcraft (N200ND) and a 1998 King Air B200 Beechcraft (N939BW).

2.02 Location of Work and Billing Address

The RFP indicates that the aircraft are generally located within Hangar 45 at the Bismarck Municipal Airport. We are comfortable conducting major and minor aircraft maintenance services and repair within Hangar 45 and will not propose relocating the aircraft to an alternate location for maintenance services performed.

2.03 Organizational Structure and Employee Turnover

Bismarck Aero Center intends to use the following employees to service the NDDOT Aircraft Maintenance Contract.

Key Contract Personnel:

- Howard Burns Jr. – Director of Maintenance & Avionics
 - Contract duties include Contract Accountable Person, providing Direction of all Maintenance and Avionics Personnel and will conduct final review of all BAC paperwork including AD research, invoices, log entries, and etc. Beechcraft King Air B200 Maintenance Technician and IA, ultimately responsible for compliance to FAR Part 43.9 and 91.417 (a) (1) (2).
 - Credentials Include A&P, IA, Factory Authorized Beechcraft King Air B200 Training, over 25 years in General Aviation, 10 years of servicing NDDOT aircraft fleet, and Cessna Caravan experience, 2009 North Dakota Aircraft Mechanic of the year, member of Vistage International, ND Army National Guard Veteran. Employed at BAC since 2003.
- Erik Peterson – Lead Maintenance Technician
 - Contract duties may include daily scheduling of all incoming aircraft and assigning daily tasks to all maintenance personnel. Will also assist Maintenance Technicians as needed and serve as backup to Director of Maintenance.
 - Credentials include A&P, IA, B.S. degree Aviation Systems Management, A.A.S., Private Pilot, FAA Ruby Award Recipient, Environmental and Health Safety Experience, over 10 years in aviation. Employed at BAC since 2011.
- Mike Aarestad – Maintenance Supervisor, Co-Owner
 - Contract duties include Cessna Caravan maintenance and inspections, IA and technical guidance.
 - Credentials include, A&P, IA, Factory Authorized Cessna Caravan 208 Training, over 40 years of Aviation Experience, over 30 years of NDDOT aircraft maintenance experience, significant Beechcraft King Air and Cessna Caravan maintenance experience, Private Pilot, 1988 North Dakota Aircraft Mechanic of the Year, Past FAA FAAST Team Maintenance Counselor, trained numerous Maintenance Technicians across the state of ND, Co-Owner of BAC. Became Co-Owner of BAC in 2002.
- Kris Hexom – Lead Avionics Technician
 - Contract duties include primary avionics point of contact and will perform majority of Technician functions. Also provides leadership and daily direction to avionics personnel.

- Credentials include FCC License, Repairman's Certificate, A.A.S. degree in Aviation Electronics, A.A.S Degree in Electronic Technology, multiple Garmin avionics training seminars including G1000 and GFC 700 Autopilot, over 14 years of Avionics Experience including King Air G1000 and GFC 700 Autopilots, Annual Aviation Electronics Association Training. Employed at BAC since 2014.
- Mark McCann – Sr. Maintenance Technician
 - Contract duties include Lead Cessna Caravan 208 Maintenance Technician, IA, repairs and inspections.
 - Credentials include A&P, IA, Factory Authorized Cessna Caravan Training, over 34 years in aviation, Private Pilot, 2006 North Dakota Aircraft Mechanic of the Year, vast experience with King Air and Caravan with a specialty in twin engine Cessna aircraft. Employed at BAC since 2010.
- Jason Wondra- Maintenance Technician
 - Contract duties include Lead Beechcraft King Air B200 Maintenance Technician, IA, repairs and inspections.
 - Credentials include A&P, IA, Factory Authorized Beechcraft King Air B200 Training, over 13 years in aviation, U.S. Air Force Veteran. Employed at BAC since 2008.
- John Martin – Sr. Maintenance & Avionics Technician
 - Contract duties include Avionics Technician for installation, troubleshooting, repairs, and providing technical guidance.
 - Credentials include A&P, IA, FCC License, A.A.S. Avionics Technology, Annual Aviation Electronics Association Training, Various Garmin avionics training seminars, former Repair Station owner, Multi-Engine Pilot, over 40 years in aviation, PT6 and Caravan experience, U.S. Air Force Veteran. Employed at BAC since 2013.
- Scott Yantzer – Aircraft Parts Specialist
 - Contract duties include procuring and inspecting all incoming parts as well as handling all work order invoicing. Responsible to conduct cost benefit analysis on parts options.
 - Credentials include Repairman's Certificate, and over 15 years of aviation parts experience. Employed at BAC since 2013.
- Micah Doeblor – Technical Research Specialist
 - Contract duties include process improvements, AD Research, log entries and enhance adherence to FAR Part 43.9 and 91.417 (a) (1) (2).
 - Credentials include B.S. in Aeronautics, Certified Flight Instructor, Multi-Engine Instrument Pilot, and Air National Guard Veteran. Employed at BAC since 2013.
- Linda Davis – Customer Service Representative
 - Contract duties include providing monthly reporting.
 - Credentials include B.S. Business Administration, 20 years of customer service experience. Employed at BAC since 2014.
- Jon Simmers – CEO
 - Contract duties include RFP response, contract oversight, staffing.
 - Credentials include MBA, Private Pilot, succession planning and forward vision for BAC, employee development, member of Vistage International, aviation industry advocate leader, and community involvement.
 - Employed at BAC since 2006.

Additional Support Personnel:

- R. Reed Heyne – Avionics Technician
 - Responsible to assist Maintenance and Avionics Technicians with inspections and repairs.
 - Credentials include Repairman's Certificate, B.S. Electronic Systems of Aircraft, over 20 years in aviation, Caravan and King Air Avionics systems experience, Commercial Multi-Engine Instrument Commercial Pilot, FAA Technician, and ND National Guard Veteran. Employed at BAC since 2013.
- John Nyberg- Maintenance Technician
 - Responsible to assist Maintenance Technicians with inspections and repairs.
 - Credentials include A&P, IA, over 10 years in aviation. Employed at BAC since 2014.
- Tim Baltzer – Avionics Technician
 - Responsible to assist Avionics Technicians with troubleshooting and repairs.
 - Credentials include over 30 years in aviation. Employed at BAC since 2013.
- Christian Roberts – Jr. Maintenance Technician
 - Responsible to assist Maintenance Technicians with inspections and repairs.
 - Credentials include A&P. Employed at BAC since 2014.
- Dora Meier – Customer Service Manager
 - Responsible to assist with accounts receivables.
 - Credentials include over 20 years of aviation customer service experience. Employed at BAC since 2008.
- Tracie Gefroh – Sr. Accounting Technician
 - Responsible for all accounting oversight and accounts payables.
 - Credentials include CPA, BS in accounting. Employed at BAC since 2013.
- Robert Simmers, President, Founder, Co-owner
 - Responsible for vision and oversight.
 - Credentials include founding BAC, over 50 years in aviation, 15,000 hours flown, Multi-Engine Instrument Commercial Rated Pilot.

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

Over the past five years, we have hired 15 personnel that have been directly involved with our maintenance and avionics department not including our internship program. Specific positions include Avionics Technicians, Maintenance Technicians, Maintenance Supervisor, Aircraft Parts Specialist, Director of Avionics, Director of Maintenance, and Technical Research Specialist.

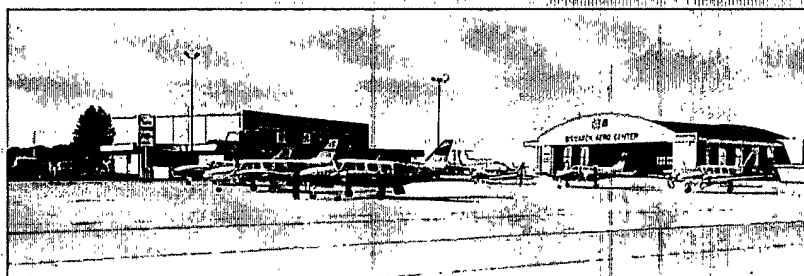
The vast majority of our openings within our maintenance and avionics department are due to organizational growth and the development of our succession plan. Over five years ago, we identified succession planning in our maintenance department as one of the most critical items that must become a company strength in order to continue to serve the aviation community in our current capacity. Through our succession planning, training, internship program, employee communication, and necessary organizational changes, our organization has been able to grow in work load volume and add a second maintenance facility located at the Mandan Airport.

That being said, some of our openings have been as a result of turnover. Per the RFP requirements, the following hires from the past five years have left employment:

- Maintenance Supervisor, hired 9/2010, terminated 2/2014, reason for leaving includes a rare opportunity to service a fleet of large jet aircraft in ND. The position was carefully backfilled in two months through succession planning and internal promotion. The internal promotion's Technician position was carefully back filled within one month.
- Sr. Maintenance Technician, hired 8/16/12 terminated 1/6/13, reason for leaving includes health issues. This individual relocated to ND from CA to be closer to family. He was diagnosed with a condition that prohibited physical work and required relocation to a warmer climate. This position was carefully backfilled in one month.
- Sr. Avionics Technician, hired 3/17/11, terminated 3/13/14. Reason for leaving is that he relocated away from ND due to family issues. This position was carefully backfilled in two months.
- Avionics Technician, hired 8/11 terminated 9/13. After a few months working with this individual it was determined that this individual was not cut out for work as an Avionics Technician. This person stayed on with BAC in another capacity that better suited his skills for an additional 18 months. This person left for another opportunity on the airport and the position was carefully backfilled within 14 days.
- Temp Status - Sr. Maintenance Technician, hired for the summer of 2011 to assist with the summer workload. This Maintenance Technician chose to work in Bismarck for the summer to care for his mother. He returned to Seattle, WA and we did not back fill the position.

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

Our organization has been able to successfully change the landscape at the Bismarck Airport. Over our 13 year maintenance history, 5 of our maintenance Technicians have moved on to work as a Corporate Fleet Aircraft Maintenance Technician and are still employed on the Bismarck Airport! We are fortunate to continue a positive working relationship with each of these Technicians within their new respective roles and continue to support them with technical support, maintenance requests, tooling, parts sales, and other aviation related services. In fact, two of these organizations have conveyed their continued trust by providing reference letters of support.



2.04 Management and Service Plan

In the following sections, we intend to convey to the evaluation committee that Bismarck Aero Center is fully proficient in the maintenance and service of NDDOT aircraft. Our experienced leadership and technical staff have previous experience with Beechcraft King Air and Cessna Caravan model aircraft. Specifically, Bismarck Aero Center has been the primary maintenance provider for NDDOT Beechcraft King Air N200ND since approximately 2003 and we have provided Garmin GPS and weather installations on approximately 18 Cessna Caravan aircraft. We are confident, through the following illustrations, that we meet or exceed the minimum prior experience and education requirements of this RFP. (Review Section 5.04 for examples of similar make and model experience.)

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

Service and Methodology

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

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

- Although the log entry is complete at this point, the completed work order will need to be sent off for internal data entry during business hours. Once the data entry has been completed, final billing in the form of a completed work order will be sent direct to the NDDOT Maintenance Manager.
- All discrepancies will be handled between the NDDOT Maintenance Manager and the BAC Director of Maintenance unless a call out situation requires an approved deviation. During personnel absences it is an assumption that temporary representatives may be assigned in place of the NDDOT Maintenance Manager and the BAC Director of Maintenance. Regardless of personnel involved in performing and administering AIRCRAFT MAINTENANCE SERVICE, the NDDOT Maintenance Manager and BAC Director of Maintenance will always be made aware of maintenance performed and corrective actions taken.
- The Director of Maintenance will ultimately be accountable for all maintenance conducted by BAC on NDDOT aircraft.
- Please note that all BAC Maintenance and Avionics Technicians are on a DOT drug program as required by FAA Part 121 and Part 135. This approved drug plan is managed by an outside firm from Grand Forks, ND (Global Safety Network) that specializes in DOT approved drug programs.
- See Management and Service Plan Flow Chart in Appendix A.
- See Organizational Chart in Appendix B for lines of accountability.

Maintenance Service Conditions

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

1. Our current roster includes 8 A&P Maintenance Technicians that are at the disposal of the NDDOT for maintenance services. As outlined in section 2.03, we have two Factory Authorized trained Cessna Caravan 208 A&P, IA Technicians and two Factory Authorized Beechcraft King Air B200 trained A&P, IA Technicians to serve the needs of the NDDOT aircraft fleet (see Appendix B for Factory Authorized Training Certificates). Each Technician's A&P Certificate signifies that they will continue to provide maintenance in accordance with FAA Regulations and manufacturer's specifications and ensure the airworthiness of the aircraft prior to returning to service. Each Maintenance Technician's livelihood is contingent upon maintaining their FAA issued A&P License.
2. Our organization has held contracts in the past that request a custom spreadsheet for monthly statements while others have accepted system generated reports to obtain the requested summary information. Upon the award of the contract, we would be interested in exploring a few system generated reporting options to ensure that the required information is made available for the NDDOT. If it is determined that the current generated reports are not acceptable, we will work hand in hand with the NDDOT to determine a custom report as required. Please see Appendix G for an example of a system generated monthly report. BAC Director of Maintenance will coordinate all training and personnel changes direct with the NDDOT Maintenance Manager.
3. In the interest of safety, contract adherence, and a cohesive relationship with the NDDOT Maintenance Manager, our organization welcomes a comprehensive contract review every 90 days or in shorter intervals if the need arises. This adds an additional check and balance with respect to conformance with FAA standards as well as an audit for Subcontractors and third party Suppliers (if used).
4. BAC work orders will include aircraft identification, services performed, the name of the primary Maintenance Technician doing the work, the name of the Technician inspecting the work, parts identification, and any other itemized descriptions related to the services performed.

5. Through this contract, we will ensure that the NDDOT will become our number one priority. It is our intent to continue to build on our track record with the NDDOT that indicates our dedication to ensuring that we minimize the downtimes of the aircraft. Our track record over the years suggests that we will come in after hours and during the weekends if that is what is required to meet the demands of the NDDOT.
6. The standard business hours for our maintenance department align well with the NDDOT requirements as we have staff on site from approximately 7:30 am to nearly 6:00 pm, Monday-Friday.
7. Should the need arise for non-scheduled maintenance outside of normal business hours, the NDDOT will have the option of calling our 24/7 maintenance phone number to dispatch a Maintenance Technician or contact one of our Maintenance Technician's direct on their personal cell phones. Upon request, the direct phone number of each Maintenance Technician can be made available for the NDDOT Maintenance Manager. Historically, our average response time for after-hours call outs with the airlines is approximately 30 minutes.
8. With the depth of 8 A&P Maintenance Technicians, our staff has always been available to respond within 15 minutes of a call out during normal business hours. Our track record with several of the freight and commercial airlines continues to prove this response time.
9. Our organization recognizes that occasional maintenance needs come up without the luxury of being at the home base in Bismarck. It is our intent to be available to be dispatched to remote locations upon the request of the NDDOT Maintenance Manager. We also recognize that there are instances where another qualified maintenance provider can return the aircraft to service in a safe economical manner in these rare circumstances.
10. At the end of each major inspection, BAC maintenance and avionics personnel will coordinate a time for post-maintenance acceptance flights with the NDDOT Maintenance Manager.
11. BAC intends to coordinate all maintenance activity including documentation with the NDDOT Maintenance Manager to ensure procedures are handled in accordance with the NDDOT Flight Operations Manual. If BAC is awarded the contract, it would be our recommendation to receive recurrent training from the NDDOT Maintenance Manager on maintenance procedures for the NDDOT Flight Department to ensure that these procedures are adhered to and complacency is avoided.
12. As stated above in section 2.03, an A&P Maintenance Technician's code of conduct is to conform to all FAA regulations. As a result, BAC does not provide incentives for Technicians to compromise their integrity on FAA requirements. All BAC Technicians are required to adhere to all FAA Regulations and manufacturers specifications as a condition of employment.
13. After reviewing the RFP, it is clear that the NDDOT intends to include Avionics Services as a portion of the service Contract. It is also recognized that the NDDOT reserves the right to seek outside avionics support in the event an issue is beyond the capability of the Contractor. BAC intends to provide Avionics services as allowed by the NDDOT by using the same procedures as outlined in this RFP and issued Contract as well as the NDDOT Flight Operations Manual. Specifically, our avionics department is an approved FAA Repair Station as issued to Aircraft Management Services dba. Dakota Avionics (see appendix A for copy of certificate). BAC is a Certified Garmin Avionics Sales, Service, Installation and Warranty Vendor. Since becoming a Garmin Dealer in 2006, we have grown accustomed to becoming an annual recipient of the "Garmin Bronze Award for achievement; for outstanding service support and sales of Garmin avionics products." BAC has four Avionics Technicians that include two Avionics Technicians that have received Garmin Factory G1000 training and one Avionics Technician that has received Garmin Factory GFC 700 autopilot training. We will assign the following Technicians to the contract as John Martin has over 5 years of troubleshooting experience serving Garmin equipped Cessna Caravan 208 avionics requirements and Kris Hexom has approximately 7 years of troubleshooting and installation experience serving G1000/GFC 700 equipped Beechcraft King Air models. Our avionics department has 85 years of combined avionics experience. BAC and avionics staff have experience with troubleshooting, repair, retrofitting, and installation of past

and present avionics navigation and communication equipment technologies. Our previous experience includes and is not limited to the installation of Garmin GPS and weather upgrades in approximately 18 Cessna 208 Caravans for Corporate Air based out of Billings, MT. See Appendix B for full resume and training certificates.

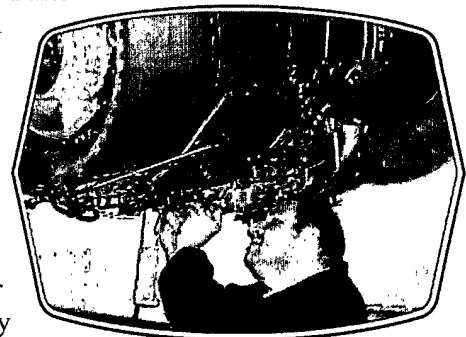
14. BAC confirms that all optional manufacturers recommended upgrades will be reviewed on a stand-alone basis. Upgrades may or may not be included within the scope of RFP 905-16-14-050.
15. BAC also recognizes that NDDOT Maintenance Manager has the discretion to perform preventative maintenance, troubleshooting, and minor repairs. Through a cohesive relationship with the NDDOT Maintenance Manager, BAC will assist in determining what maintenance items require further inspection by a second Technician.

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

BAC intends to provide all required tooling to meet the needs of this RFP. Required tooling if itemized would exceed well over 500 different tools, maintenance manuals and unique pieces of equipment. Specifically, BAC will provide the following equipment as requested in the RFP:

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

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



One additional advantage of having a dedicated Aircraft Parts Specialist is to help identify the optimal solution for BAC customers. BAC Aircraft Parts Specialist has over 15 years of experience sourcing, pricing, and developing relationships with industry vendors. Given this experience, BAC has the ability to find and apply parts discounts that will ultimately be an advantage to the NDDOT. In many instances, a decision needs to be made between sourcing different parts suppliers and comparing the option of overhauled components. Our BAC Aircraft Parts Specialist will discuss with the BAC Maintenance Technician and NDDOT Maintenance Manager the pros and cons of each option, as they are available. Sourcing different options takes into consideration price, quality, availability, reputation, shipping, warranty and etc. Lastly, a dedicated Aircraft Parts Specialist will provide customer advocacy support with suppliers with respect to pricing, tracking, and warranty issues that will directly benefit the NDDOT.

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

In addition, to receiving raw materials and parts, BAC has a calibrated tool and test equipment list that shows our annual calibration date in May of each year. This calibration list meets the requirements of all annual Airline Maintenance Contract Audits. (Please see Appendix A for calibration list.)

2.08 Cost Proposal and Definition of "Hourly Rate"

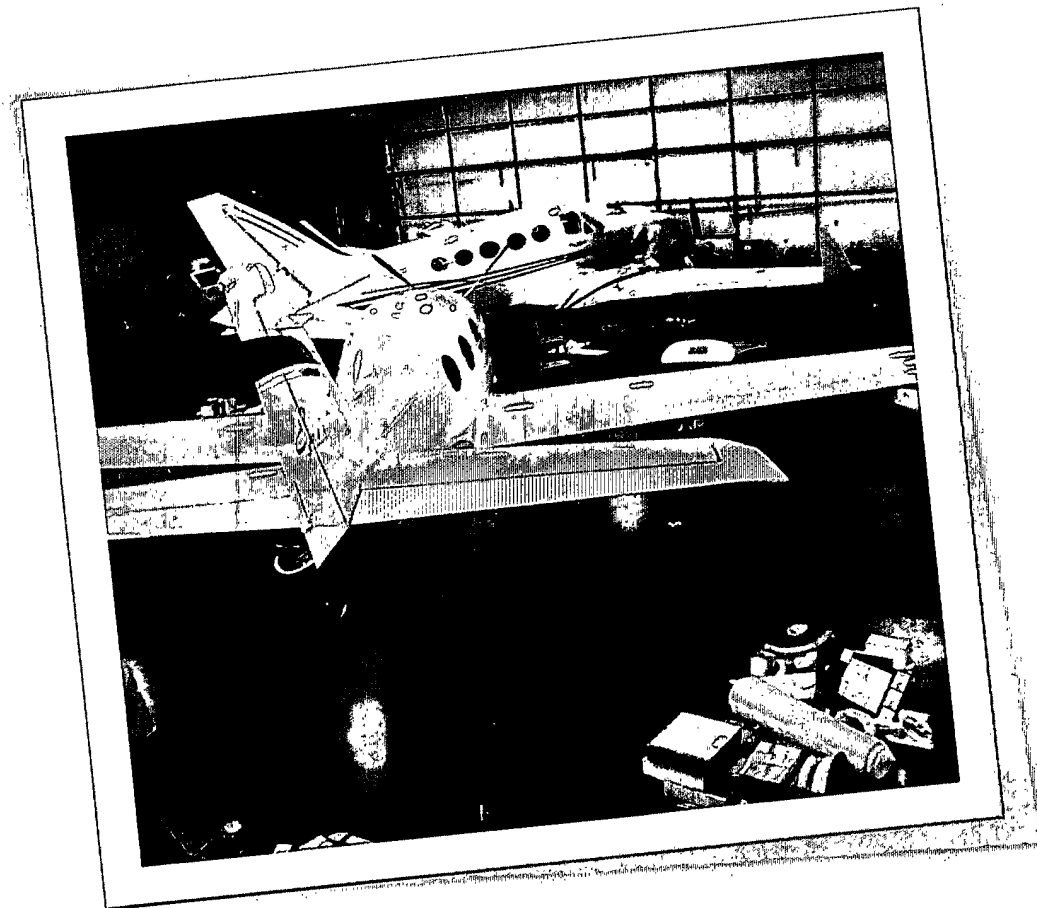
See Section 5.06 and sealed envelope labeled cost proposal 7.05 for "Hourly Rates."

Company Viability

Bismarck Aero Center has been the primary Aircraft Maintenance Service provider to the NDDOT for approximately 10 years. We are confident that our track record in serving the NDDOT is a positive indication of our organization's viability. A Section Entitled Company Viability will be submitted within the cost proposal and will be labeled "Proprietary and Confidential." This section will include the required contents including our tax history, company financial information and contact information for our CPA firm.

In addition, it is important to recognize our strong relationship that has been developed with the City of Bismarck and the Bismarck Airport. This positive relationship has been solidified through our strict adherence to Bismarck Airport Minimum Standards, positive community outreach programs, industry advocacy involvement and youth programs. Evidence of this solid relationship is highlighted by the continued support of the Bismarck Airport in the recent expansions of Hangar 45 and Hangar 6.

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



5.04 Experience, Qualifications, Subcontractor(s), References

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

Similar Service Contracts

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

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

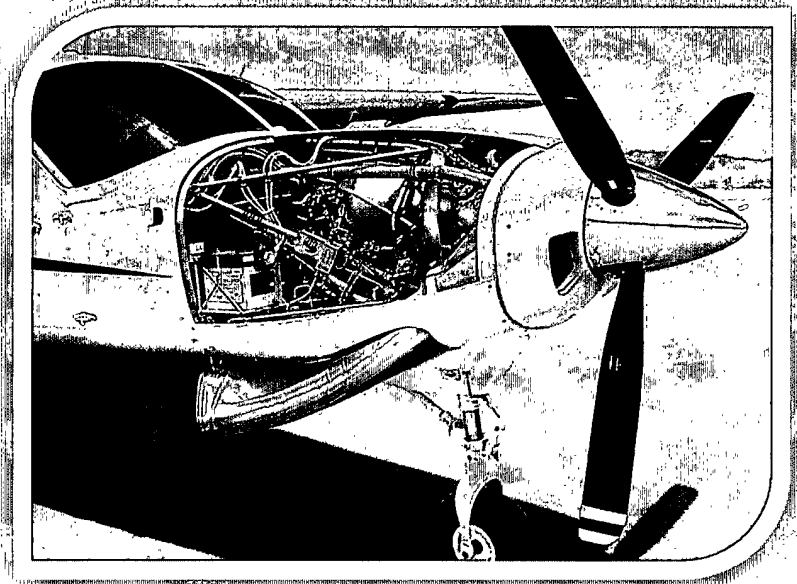
With respect to call out response times and return to service paperwork, there is no one more demanding than the Commercial Airlines and the freight haulers. Bismarck Aero Center has clearly become the maintenance provider of choice for these two industries as we have the culture that demands a quick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

Attached in the appendix, you will also notice a reference letter from Alpine Air with operations based in Provo, UT and Billings, MT. Alpine air primarily operates Beechcraft 1900's for their fleet. The power plant and airframe configurations parallel the NDDOT's Beechcraft King Air B200 fleet.

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

- Fleet of Beechcraft King Air, Rapid City, SD.
- Beechcraft King Air B200, Bismarck, ND.
- NDDOT Beechcraft King Air B200.
- NDDOT Cessna Caravan 208.
- Beechcraft King Air C90, Bismarck, ND.
- Cessna Caravan 208, Basin Electric Power Cooperative.
- Cessna Caravan 208 Fleet, Billings, MT/ Grand Forks, ND
- Cessna 441 Conquest, Aberdeen, SD
- Epic (PT-6), Bismarck, ND
- Lancair (PT-6), Bismarck, ND
- Pilatus, Grand Forks, ND
- Beechcraft 400A, Bismarck, ND

- Raytheon/Beechcraft Premier,
Bismarck, ND
- Cessna CJ4, Bismarck, ND
- 500-560 Series Citation
Bismarck, Dickinson, Minot
- Bombardier Challenger 300
Bismarck, ND
- Dornier Falcon 50, Bismarck, ND
- United States Air Force,
Civil Air Patrol, G1000, ND



2.06 Experience, Qualifications, Subcontractor(s), References

Summary of Ratings, Certificates, FAA Licenses and Assigned Personnel

Included below is a summary of ratings, certificates, and FAA licenses for each Aircraft Maintenance and Avionics Technician that will be primarily involved with the NDDOT Contract. Review section 2.03 for and see Appendix B for additional details, administrative personnel, copies of certificates, and resumes.

- Jason Wondra- Maintenance Technician
 - A&P, IA, Factory Authorized Beechcraft King Air B200 Training.
 - Contract duties include Lead Beechcraft King Air B200 Maintenance Technician and IA.
- Howard Burns Jr. – Director of Maintenance & Avionics
 - A&P, IA, Factory Authorized Beechcraft King Air B200 Training.
 - Contract duties include Contract Accountable Person, final documentation review, Beechcraft King Air B200 Maintenance Technician and IA, ultimately responsible for compliance to FAR Part 43.9 and 91.417 (a) (1) (2).
- Mark McCann – Sr. Maintenance Technician
 - A&P, IA, Factory Authorized Cessna Caravan 208 Training, Private Pilot.
 - Contract duties include Lead Cessna Caravan Maintenance Technician and IA.
- Mike Aarestad – Maintenance Supervisor, Co-owner
 - A&P, IA, Factory Authorized Cessna Caravan 208 Training, Private Pilot.
 - Contract duties include Cessna Caravan Maintenance Technician and IA.
- Kris Hexom – Lead Avionics Technician
 - FCC License, Repairman's Certificate, A.A.S. degree in Aviation Electronics, A.A.S Degree in Electronic Technology, numerous Garmin training seminars including G1000 and GFC 700 Autopilot training.
 - Contract duties include Lead Avionics Technician for installation, troubleshooting, and repairs.

- John Martin – Sr. Maintenance & Avionics Technician
 - A&P, IA, FCC License, A.A.S. Avionics Technology, Annual Aviation Electronics Association Training, G1000 Training, Multi-Engine Pilot
 - Contract duties include avionics installation, troubleshooting, and repairs.

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

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

Subcontractor

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

References

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

1. Neil Kadrmas, Pilot/Wildlife Biologist
 US Fish and Wildlife Service
 Audubon NWR
 Coleharbor, ND 58531
neil_kadrmas@fws.gov
 701-269-7313
 Similar Service includes Garmin avionics, quick turnaround requirements and government agency.
2. Jerry Bowman, Director of Maintenance
 Alpine Air
 1177 Alpine Air Way
 Provo, UT 84601
jb Bowman@alpine-air.com
 801-373-1508
 Similar Service includes quick turnaround requirements, and Beechcraft Airframe/PT-6.
3. Travis Ystaas, Chief Pilot
 Missouri Valley Aviation Management, LLC
 919 South 7th St. Ste. 405
 Bismarck, ND 58504
tystaas@unitedenergycorp.com
 701-226-1617
 Similar Service includes quick turnaround requirements, multiple aircraft fleet and pilot flight department.

In addition to the three required References, our appendix section outlines 6 letters of recommendation, all of which are prepared to receive a reference phone call from the NDDOT should the need arise.

5.05 Quality Assurance

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

2.07 Quality Assurance

Our organization has a track record of zero incidents with respect to quality of workmanship over the past 10 years. The culture in our maintenance department fosters open and objective line of questioning between the Director of Maintenance, Aircraft Parts Specialist, Lead Technicians and Maintenance Technicians. Questioning with respect to safety and quality is not restricted to top down hierarchy. This culture requires the most Jr. Technicians to inquire about the safety of a finished project of our most Sr. Technicians.

In the fall of 2013, Bismarck Aero Center has developed a new hire training manual document for all Maintenance and Avionics Technicians as they begin their careers at BAC. The training document has been a great tool for our organization that enhances employee retention, sets workmanship expectations, helps to develop consistent policies and procedures, and overall enhances the safety for our customer's aircraft. This document continues to be a work in process and is updated 3-4 times annually.

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

As outlined in previous sections, our Director of Maintenance Howard Burns also acted as Director of Avionics for the past four years. During his tenure strictly as Director of Avionics, Mr. Burns developed a solid relationship of honesty and trust with the Fargo FAA Flight Standards District Office (FSDO). During his experience working with the FSDO, Mr. Burns has honed his skills with respect to ensuring compliance with FAA Regulations. His past role in the Avionics Department has prepared him for his current role as Director of Maintenance and Avionics at Bismarck Aero Center.

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

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

Bismarck Aero Center is proposing to have four qualified primary Maintenance Technicians dedicated to serve the NDDOT Aircraft Maintenance Service Contract and a department with a combined depth of over 170 years of combined aviation experience. This will provide added flexibility and better response times opposed to having the work load rest on only two Technicians. We are proposing to have two separate Factory Authorized Trained Cessna Caravan 208 Maintenance Technicians, both possessing an A&P with an IA. In addition, we are proposing to have two separate Factory Authorized Trained Beechcraft King Air B200 Maintenance Technicians, both possessing an A&P with an IA. As listed in sections 2.04 and 2.06, the following Technicians will be listed as the primary Maintenance Technicians that will serve the needs of the NDDOT aircraft fleet (certificates of completion are included in the appendix):

- Jason Wondra, A&P, IA, Factory Authorized Beechcraft King Air B200 Training
- Howard Burns, A&P, IA, Factory Authorized Beechcraft King Air B200 Training
- Mark McCann, A&P, IA, Factory Authorized Cessna Caravan Training
- Mike Aarestad, A&P, IA, Factory Authorized Cessna Caravan Training

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

Upon further review of the workload required by the NDDOT (now that there are two Beechcraft King Air B200's in the fleet), BAC will strongly consider sending a third A&P, IA to Factory Authorized King Air Training. At current BAC has signed what is referred to as an Event Based Agreement (EBA) with Flight Safety International based in Wichita, KS. Flight Safety International is regarded as the premier Pilot and Maintenance training centers in the world. The nature of the EBA agreement allows us to send at a minimum one Maintenance Technician to any Flight Safety International facility for Factory Authorized Training on an annual basis. To improve our safety and employee development culture at Bismarck Aero Center, this commitment to annual training is paramount.

As stated above, we have made the investment in annual training with Flight Safety International. In addition, we intend to provide the time and expenses required for each Maintenance Technician with an IA to attend workshops that allow them to keep their IA current. Most commonly, BAC Technicians attend the Upper Midwest Aviation Symposium (UMAS) on an annual basis to keep current. UMAS is generally held the first weekend in March of each year and will be in Fargo in 2015. In addition to UMAS and Flight Safety International, other currency options include the Minnesota State Maintenance Technician Conference held during the last weekend in March of each year as well as similar conferences in Nebraska, Montana and South Dakota. Upon completion of applicable initial or currency courses, NDDOT Maintenance Manager will be notified.

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

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

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

In some cases, we recognize that it may be more efficient for the NDDOT Maintenance Manager to conduct maintenance functions. In these instances, BAC will inspect the work completed by the NDDOT Maintenance Manager to ensure that all quality and safety standards are met. In order to perform the inspection function, a work order from BAC will be required as a secondary form of documentation that services were performed.

As a final level of protection toward safety and quality assurance, every single employee at Bismarck Aero Center is on a qualified drug program. Our drug program includes pre-employment, random, and reasonable suspicion testing. Each Maintenance and Avionics Technician is on a FAA approved DOT drug program that is subject to audit every three years. Our past three audits (most recent April 2014) have been completed without penalty and without infraction.

Work Order & Log Book Sign-off Requirements

All Work Orders submitted to the NDDOT will contain all pertinent information as stated on the Log Book entry for services performed to aircraft. All Log Book entries will be in accordance with FAR Part 43.9 and FAR Part 43.11. Furthermore, we recognize the NDDOT's regulatory requirements as an Operator and will ensure that all documentation provided to the DOT will be in accordance with FAR Part 43.9 and 91.417 (a) (1) (2).

In accordance with Federal Aviation Regulations, all maintenance Log Book entries must be completed prior to flight of the aircraft. Maintenance activity conducted on the King Airs and Caravan will be completed by a Factory Trained A&P Licensed Technician. All Maintenance will be inspected by a qualified A&P Licensed Technician that holds a FAA Inspection Authorization Certificate.

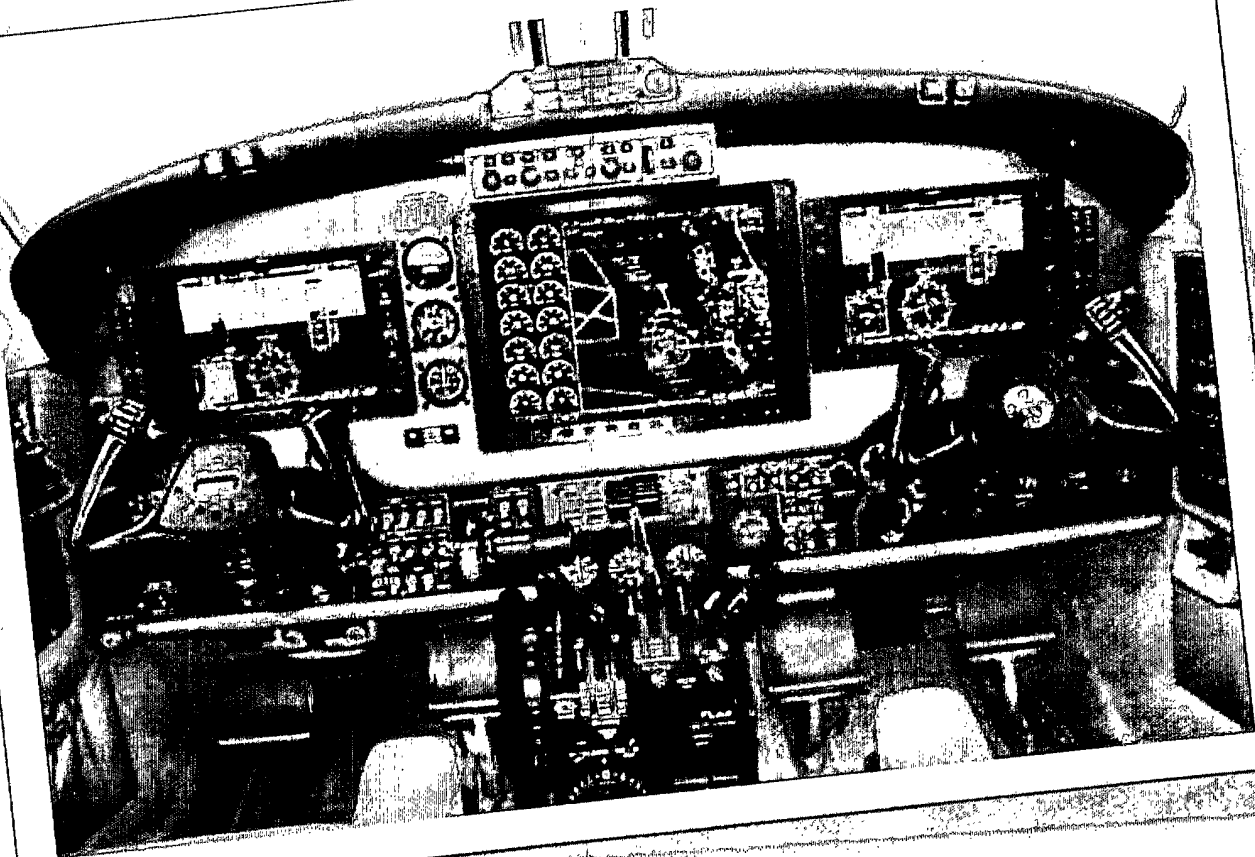
FAR Part 43.9 and 91.417 Requirements

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

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

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

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



5.06 Cost Proposal

2.08 Cost Proposal and Definition of "Hourly Rate"

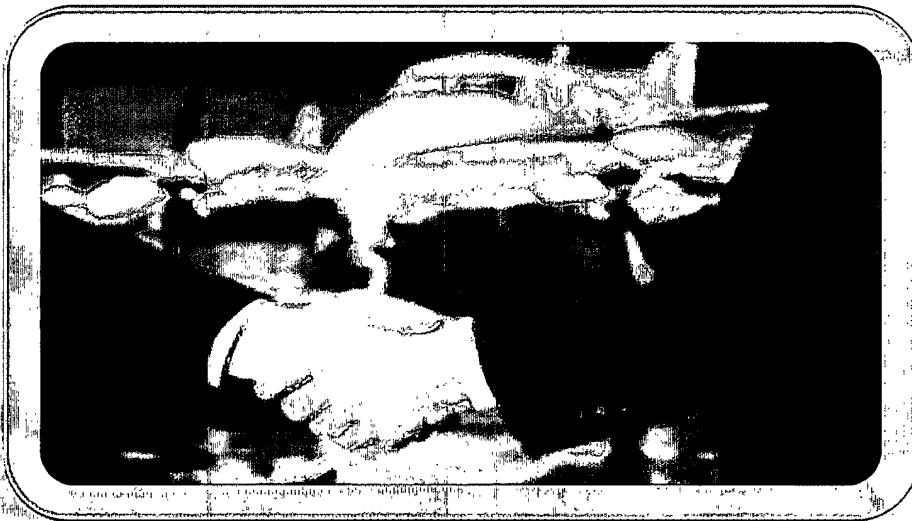
It is recognized that administrative fees, mark up on freight, or shop supplies as a variable to labor are not acceptable within the guidelines of RFP 905-16-14-050 and will not be charged to the NDDOT. Hourly rates listed in U.S. currency will apply in the following manner:

1. Travel from the BAC facility will not be included in the rate. The hourly rate will begin once the Technician has reached the NDDOT hangar location of the aircraft and will continue until the work is completed.
2. It is anticipated that any work completed away from the NDDOT hangar would be under extenuating circumstances and would be more than likely at a remote airport away from Bismarck, ND. As a result, any service work performed at the Bismarck Airport will not be eligible for reimbursement for Technician travel time or aircraft relocation. If services are required under extenuating circumstances at a remote airport, all travel expenses will be pre-approved by the NDDOT Maintenance Manager. If extenuating circumstances apply, BAC policy is to charge mileage as well as lodging and meals at cost.

BAC does not intend to request a rate increase after the 12 months of the contract have been completed. In fact, the hourly bid enclosed is our rate for the first two years of the contract.

All hourly rates and invoices assume net 30 day payment terms. Prompt Pay discounts will be considered after a payment history with the NDDOT is established. If average payments are made within 15 days, a 1% discount will be offered. If average payments are made within 10 days, a 2% discount will be offered. From an administrative standpoint, it becomes too cumbersome to issue a discount on an invoice by invoice basis. As a result, a track record must be established and the average benchmark discount can be applied to all NDDOT work orders.

See sealed envelope labeled Cost Proposal 7.05 for Hourly Rates.



7.05 Cost Proposal

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

HOURLY SERVICE RATES:

	REGULAR RATE	OVERTIME RATE
Item 1 - Regular Hours TURBINE rate/hour	\$ <u>97.00</u>	\$ <u>145.50</u>
Item 2 - After Hours TURBINE rate/hour	\$ <u>145.50</u>	\$ <u>145.50</u>
Item 3 - Holiday Hours TURBINE rate/hour	\$ <u>145.50</u>	\$ <u>145.50</u>

OTHER COST RELATED:

Item 4 - Hourly Rate applicable to travel time when travel is required by NDDOT \$ 97.00

Item 5 - Food & Lodging rate per employee per day when travel is required by NDDOT \$ actual cost

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

No X Yes _____

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

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

Indicate the markup percentage offered 15 %

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

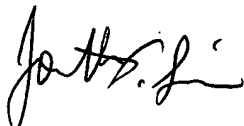
Indicate the markup percentage offered 12 %

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

See attached.

EVALUATOR'S POINT TOTAL FOR 7.05 (Maximum 15) _____

Jonathan P. Simmers - LEO





Appendix A-

- Management and Service Plan Flow Chart
- Repair Station Certificate
- Tool Calibration Logs
- Avionics Repair Station Capabilities List

Management and Service Plan Flow Chart



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

Director of Maintenance assigns a qualified technician to the request.

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

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

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

NDDOT Maintenance Manager will authorize maintenance repair plan.

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

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

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

At the NDDOT's discretion, Preventative Maintenance during call-outs may be signed off by NDDOT Pilots in place of 2nd Technician.

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

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

Upon request Technician accompanies maintenance acceptance flight.

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

	NDDOT Responsibility
	BAC Maintenance Staff Responsibility

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number D1NR542Y

This certificate is issued to
Aircraft Management Services Inc. d/b/a
Dakota Avionics

whose business address is

2301 University Drive, Bldg. 53
Bismarck, ND 58504

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

with the following ratings:

Limited Airframe
Limited Instrument
Limited Radio

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

Date issued:

June 30, 2009

(June 6, 2006)

By direction of the Administrator



John O. Kline

Acting Asst. Manager, FAR FSDO, GL21

**This Certificate is not Transferable, and any major change in the basic facilities, or in the location thereof,
shall be immediately reported to the appropriate regional office of the Federal Aviation Administration**

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

27 7185



PROBATA

Metrology & Calibration Services

14600 METRO PLAZA BLVD., EDMOND, OK 73013 / P.O. BOX 4090 EDMOND, OK 73083

Phone: (405) 607-4813 / Fax: (405) 607-4832 / www.probatacorp.com

SERVICE ORDER

17395

Customer Information
ALSMARCH AERO CENTER
2301 UNIVERSITY DR
ALSMARCH NA OK 7304

Scheduled Date	05/20/2014
Phone #	714 405 7185
Contact:	MIKE ARMSTRONG
P.O. #	
Page:	1 of 2
Data Required	Y or <input checked="" type="radio"/> N

Special Instructions :

Certificate #	ID. #	O.O.T.	Description	Cost
14/40-701	-		CAT 2300 PSI PG	
702	-		BILL 400 PSI PG	
707	-		RL 200 PSI PG	
704	206		TIL 300 PSI PG	
705	815-0001		ET E-2A DIFF CYL TS	
706	-		ET E-2A/1000 DIFF CYL TS	
707	-		TAYLOR 311 HOLD SPRING SCALE	
708	85010272		RUNIC 77 IT DMM	
709	7400049	AAJ	FLUKE 8050F DMM - ADJUSTED	
710	16770001		FLUKE 87V DMM	
711	16720354	FLUKE	FLUKE 87V DMM - 1.1 AMP FUSE	
712	-		WIKI 60 PSI PG	
713	-		CAT 2300 PSI PG	
714	9370125		FLUKE 1507 IAC TESTER	
715	815-0001		CAT 1450 PSI PG	
716	1731954		SR 36 IN LB TT	
717	07055861		MATEO 200 IN LB TT	
718	77807		SANABON 300 IN LB DIAC TT	
719	-		PROTO 800 IN LB TT	
720	-4797		S-K 250 FTLR TT	
721	-0191		MATEO ACQUA HOLD SCALE	
722	137		ALW C-2 CABLE TENS	
723	7522		IFN NAV4000 NAVIGATION TT	
724	8011689		TEK 2275 OSCOPE	
725	-		CAT 1450 PSI PG	

Total # Units Out of Tolerance	1
Work Performed by	BK

Sub-Total	
Total	

Signature: _____

Date: 5-20-2014

Date: 5-20-2014



DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST (LIMITED RATINGS)

RATING

Instrument:

Altimeters

MAKE/MODEL

MANUFACTURER

8.140.026	Aeritalia
8140B Series	Aero Mech
8040B	Aero Mech
8142B	Aero Mech
1014	Aero Mech
101435	Aero Mech
101617	Aero Mech
101635	Aero Mech
101920	Aero Mech
102200	Aero Mech
8140 Series	Aero Mech
101450-11952	AeroSonic
10035 Series	Aerosonic
101420	Aerosonic
101450	Aerosonic
101627	Aerosonic
101720	Aerosonic
101730	Aerosonic
101735	Aerosonic
10420	Aerosonic
10450	Aerosonic
10460	Aerosonic
390-382002-0001	Aerosonic
15020	Aerosonic
15035	Aerosonic
16450	Aerosonic
16550	Aerosonic
101750	Aerosonic
99251-3252013-1101	Bendix
AF45	Kollsman
EA401,401A	ARC
EA 801,801A	ARC
EA901A	ARC
ALI80	Collins
622-3975-014	Collins
22-980	Garwin
G371	Garwin

Revision: 75

Date: Aug 22, 2013

2301 University Drive, Bldg. 53 • Bismarck, ND 58504 • Office (701)223-4216 • Fax (701)223-9566

Page 1

DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

Instrument Cont:

22-373	Garwin
374B	Garwin
S1313N1	Garwin
4016341-905	Honeywell
KEA 130	King
KEA125	King
KEA127	King
KEA129	King
KEA130A	King
KEA346	King
KEA346A	King
29702-651	Kollsman
22-980	Kollsman
371	Kollsman
544	Kollsman
44929	Kollsman
AAU-32/A	Kollsman
B4553	Kollsman
C-12	Kollsman
C-13	Kollsman
671K	Kollsman
MA-1	Kollsman
S200-3	Lear
12003	Macleod
120-12003	Macleod
MD15 Series	Mid-Continent
8040B	Ultra Fei
8047	Ultra Fei
8140B	Ultra Fei
35-380037-1	Ultra Fei
5506-S	United
LA-72-1	United
5035 Series	United
5130 Series	United
593AM1	United
5237	United
5932	United
5950	United
LA-71	United
LA-72	United
5934 Series	United Instrument
375B	Sigma-Tek
W1/1101AM/MS/2	Smiths
374	Weston

Revision: 75 Date: Aug 22, 2013

Page 2



DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

Encoders	A-30	ACK
	A30-8	ACK
	A30-9	ACK
	AK-350	AmeriKing
	428-2003	Apollo
	ALI-80A	Collins
	GAE43	Garmin
	GDC73	Garmin
	GDC74	Garmin
	8800	Garmin
	KEA127	King
	D120-P2-T, SSD120	Trans-Cal
	AR-850	Narco
	AR500	Narco
	8800-X	Shadin
	SAE5-35	Sandia
	AT-3000	Terra
Airspeeds	8100, 8125,	United Instruments
	8130 & 8140 Series	United Instruments
	EA5175 Series	Sigma-Tek
VSI / MFD	AT-300	Aspen Avionics
EHSI	SN3308 & SN3500	Sandel
TAWS / RMI	ST3400	Sandel
Autopilots	400 A/B	ARC
	DFC90	Avidyne
	DCF100	Avidyne
	System 20/30/30Alt,	S-Tec
	40/50, 55X, 60, 60PSS,	
	65, GPSS, SA-200	
	C2200, C2300, C2350,	Airpath
Compass	C2400	
Air Data	ADC850D	Collins
	ADC85A	Collins
	ADC 3000	Collins
	GDC74A/74B	Garmin
	ADC 7014700-602	Honeywell

Revision: 75 Date: Aug 22, 2013

Page 3

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DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

AirData Cont.

ADC 27101-01-01	Honeywell
ADC 501-1890-02	Honeywell
ADDU 9D80130-16	Is&s
KDC380	King
SAC7-35	Sandia
ADC-200	Shadin
ADC-6000	Shadin
ADC-2000	Shadin
GRS77	Garmin
SG102	Sandel
KI206	King

AHRS

Nav IND

Radio:

AMX240	Avidyne
IFD510	Avidyne
IFD540	Avidyne
GNS 400,500 Series	Garmin
GNS 400W,500W Series	Garmin
GTN Series	Garmin
GMA Series	Garmin
KX-165/155	King
PMA6000B	PS-Engineering
PMA7000B	PS-Engineering
PMA8000	PS-Engineering

Radar:

Transponder

RT 359A,459A,859A	ARC
AXP340	Avidyne
RT506A	ARC
ATC-2000	Becker
ATC-3401	Becker
ATC-4401	Becker
ATC-5401	Becker
BXP-6400	Becker
BXP-6401	Becker
BXP-6402	Becker
BXP-6403	Becker

Revision: 75 Date: Aug 22, 2013

Page 4



DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

Instrument Cont:

TPR-720	Becker
TR2061A	Bendix
TDR 90	Collins
TDR-94,94D	Collins
TPR-901	Collins
RT-667	Edo-Aire
RT-667A	Edo-Aire
RT-777	Edo-Aire
GTX327	Garmin
330	Garmin
320A	Garmin
32	Garmin
33	Garmin
GTX320	Garmin
GTX330D	Garmin
GTX33D	Garmin
SL-70	Garmin
Primus II	Honeywell
TRA-67	Honeywell
TRA-67A	Honeywell
MST-67A	Honeywell
KT76A	King
76C	King
78A	King
KT71	King
KT79	King
KT70	King
KT73	King
KT75	King
KT75R	King
KT76	King
KT78	King
KXP750	King
KXP750A	King
KXP755	King
KXP756	King
TPR2060	King

Revision: 75 Date: Aug 22, 2013

Page 5

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DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

Instrument Cont:

TPR600	King
TPR610	King
TPR640	King
TPR660	King
TR611	King
TPR641A	King
TR661A	King
T2000SFL-01	MicroAir
AT50,50A,150,165	Narco
AT6-A	Narco
APX-119	Raytheon
STX165	Sandia
STX165R	Sandia
TDR950	S-Tec
AVQ-65	Sperry
TRT250	Terra
TT21	Trig
TT22	Trig
TT31	Trig
1014A	Wilcox

Navigation:

MFD

EFD500	Aspen
EFD1000	Aspen
EX-500 & EX5000	Avidyne
EX500	Avidyne
EX600	Avidyne
EX5000	Avidyne
EXP5000	Avidyne
MHD300	Avidyne
G1000	Garmin
G600	Garmin
G500	Garmin
MX20	Garmin
GMX200	Garmin
EDM700	JPI
EDM800	JPI
EDM730	JPI
EDM830	JPI
EDM930	JPI

Revision: 75 Date: Aug 22, 2013

Page 6



DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

CAPABILITIES LIST

(LIMITED RATINGS)

Instrument Cont:

Stormscope.

G1000 system

TCAS

PFD

Weather Avoidance

EDM960

KSN770

WX-1000 & WX-1000+

GIA-63

G-1000 System

TAS600

TAS605

TAS615

TAS620

GTS800

GTS820

GTS850

GDL90

TRC899

EFD1000

EFD500

ENTEGR

FLIGHT MAX

FM450

EXP5000

PFD4000

G1000

G600

G500

MLB700

MLX770

TWX670

GDL69

GDL69A

GSR56

JPI

KING

L-3

Garmin

Garmin

Avidyne

Avidyne

Avidyne

Avidyne

Garmin

Garmin

Garmin

Garmin

L-3

Aspen

Aspen

Avidyne

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Avidyne

Garmin

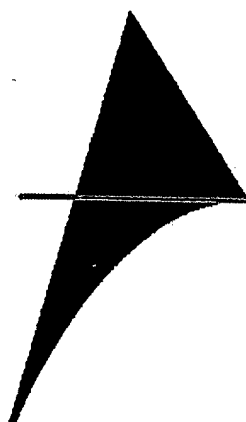
Garmin

Garmin

Revision: 75 Date: Aug 22, 2013

Page 7

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DAKOTA AVIONICS

A DIVISION OF AIRCRAFT MANAGEMENT SERVICES INC.
CRS#D1NR542Y

Standby Battery

PS-835 Series

PS-823 Series

TS835 Series

B.F. Goodrich

Jet

Mid-Continent

Revision: 75 Date: Aug 22, 2013

Page 8

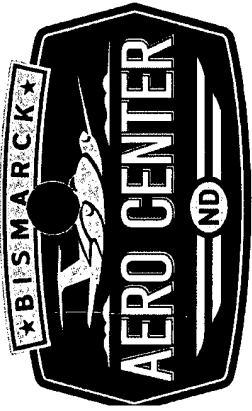
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2301



Appendix B-

- Maintenance/Avionics Department Organization Flow Chart
- BAC Organizational Flow Chart
- Flight Safety International Event Based Training Agreement
- Flight Safety International Training Certificates
- Relevant Technician Resumes, Licenses and Certifications
 - Howard Burns Jr. – Director of Maintenance and Avionics
 - Erik Peterson – Lead Maintenance Technician
 - Mike Aarestad – Maintenance Supervisor, Co- owner
 - Kris Hexom – Lead Avionics Technician
 - Mark McCann – Sr. Maintenance Technician
 - Jason Wondra – Maintenance Technician
 - John Martin – Sr. Maintenance and Avionics Technician
 - Scott Yantzer – Parts Specialist
 - Micah Doeblor – Technical Research Specialist
 - Linda Davis – Customer Service Representative
 - Jonathan Simmers – CEO
- Additional Support Personnel Resumes
 - R. Reed Hayne – Avionics Technician
 - John Nyberg – Maintenance Technician
 - Tim Baltzer – Avionics Technician
 - Christian Roberts – Jr. Maintenance Technician
 - Dora Meier – Customer Service Manager
 - Tracie Gefroh – Sr. Accounting Technician, CPA
 - Robert Simmers – President, Founder, Co-owner



Maintenance Organizational Flow Chart

Director of Maintenance & Avionics
Howard Burns Jr.
 DOH: 7/7/2003
 A&P, IA, King Air B200
 Factory Training

Aircraft Parts Specialist
Scott Yantzer
 DOH: 4/30/2013
 FAA Repairman Certificate

Lead Maintenance Technician
Erik Peterson
 DOH: 9/7/2011
 A&P, IA
 BS, Aeronautics

Maintenance Supervisor
Michael Aarestad
 DOH: 8/1/2002
 A&P, IA,
 Caravan 208
 Factory Training

Lead Avionics Technician
Kris Hexom
 DOH: 5/27/2014
 FAA Repairman Certificate, FCC License
 Garmin G1000 and GFC 700 Training

Tech. Research Specialist
Micah Doebler
 DOH: 4/23/2014
 Commercial Pilot, CFI, CFI

Sr. Maintenance Technician
Mark McCann
 DOH: 2/8/2010
 A&P, IA,
 Caravan 208
 Factory Training

Jr. Maintenance Technician
Chris Roberts
 DOH: 5/19/2014
 A&P

Maintenance Technician
Jason Wondra
 DOH: 4/7/2008
 A&P, IA,
 King Air B200
 Factory Training

Avionics Technician
Tim Baltzer
 DOH: 1/1/2013

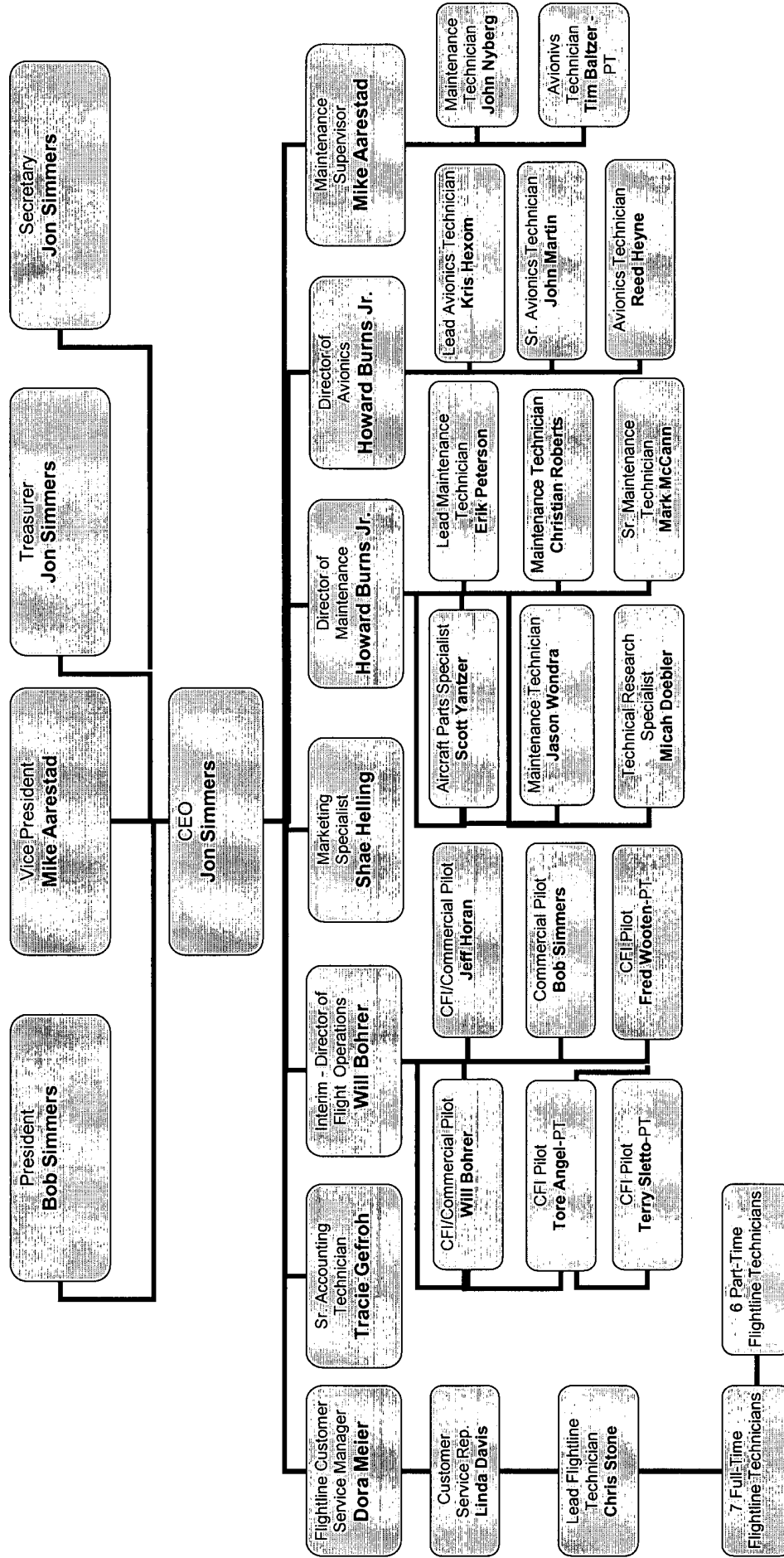
Maintenance Technician
John Nyberg
 DOH: 4/23/2014
 A&P, IA

Avionics Technician
Reed Heyne
 DOH: 9/27/2013
 FAA Repairman Certificate

Sr. Maintenance & Avionics Technician
John Martin
 DOH: 2/8/2013
 A&P, IA, FCC License,
 Garmin G1000 Training



Organization Flow Chart





2014 Event-Based Maintenance Training Agreement

THIS AGREEMENT is effective February 1, 2014 between FlightSafety International, Inc. and subsidiaries (FSI) and Bismarck Aero Center, hereinafter referred to as the Client.

WHEREAS, FSI's business includes the furnishing of Initial, Update, Refresher and Related maintenance training courses for personnel employed in the maintenance of aircraft, and WHEREAS, the Client desires to engage the services of FSI in providing such Initial, Update, Refresher and Related maintenance training courses to personnel employed in their department.

THEREFORE, in consideration of the mutual covenants the parties agree as follows:

GENERAL

This agreement shall remain in full force and effect for a period of no less than 2 years, beginning on the above date.

During the term of the Agreement, the Client will have available to it 5 training events, as set forth in the 2014 Appendix, to be utilized by the Client's aviation maintenance personnel. Training events are defined as credits toward courses in accordance with the 2014 Appendix, the Training Event Allocation Schedule. The events will be reduced in accordance with the aforementioned schedule, as training is taken by the Client's personnel during the term of this Agreement. It is agreed that on termination of this agreement, if any events remain, a dollar value per event will be used to determine a monetary credit. This credit will be determined by taking the number of events remaining and multiplying it by the per event rate as shown on this agreement. The resultant credit may at the client's discretion, be either applied to reduce the total value of the new Event-Based maintenance agreement, or can be applied toward maintenance training at then current retail rates over the subsequent one-year period.

Note: Whenever all events purchased under this agreement are used prior to agreement calendar term limit - a request can be made by the client to increase the number of events on the contract and a new agreement will be structured using the existing terms and pricing and the billing plan will be adjusted to increase the remaining payments to include the additional events. If the client chooses not to increase the number of events, a final invoice will be issued for the total value of training taken. Invoices will then be issued as additional training is taken until the calendar term limit is reached - using the appendix and event rate specified in this agreement.

COURSE MATERIALS & CONTENT

The training provided shall be in accordance with FSI's standard curriculum for each of the courses attended. Each course furnished shall include training documentation which shall remain the property of the attendee, and, where applicable, maintenance training on a simulator.

TRAINING SITES

Training is to be provided at either FSI Learning Centers or, on request, at other suitable facilities so specified and provided by the Client. The latter are termed "off-site" courses. For each "off-site" course conducted for the Client, it is agreed that the Client will be charged the appropriate number of training events, as listed in the 2014 Appendix, for no less than five attendees. Additionally, for all "off-site" courses conducted on behalf of the Client, the Client shall reimburse FSI for the associated expenses incurred by FSI, including but not limited to economy airfare transportation, lodging, meals, local transportation and the shipment of training materials.

PAYMENT TERMS

In consideration of the training services available under this Agreement, the Client agrees to pay FSI a total amount (in U.S. Dollars \$) of \$29,500.00 to be paid as follows: 8 pre-paid Quarterly installments of \$3,687.50 each, plus \$0.00 to be added to final payment (Note: This is only applicable if total payment amount is not equally divisible).

Events remaining from previous agreement dated N/A to N/A will be converted to original event value and applied to reduce the total value of this agreement. Credit total to be applied = \$ \$0.00.

If the Client is in breach of the payment terms, the Client will be charged interest at the rate of 1.5% (one and one-half percent) per month on the outstanding balance if not paid within thirty (30) days of the invoice date. FSI shall be entitled to recover any legal and other reasonable expenses incurred in the collection of past due accounts. Price does not include any taxes (taxes will be applied when applicable).

NEW COURSES

It is understood that courses may be added, with appropriate training event allocations, to the 2014 Appendix of this Agreement, through exchange of letters between the parties hereto indicating mutual agreement.

NON-TRANSFERRABLE

This Agreement, nor any training events provided herein, is/are not assignable or transferable without written consent of FSI or the Client.

DURATION OF AGREEMENT

This Agreement shall terminate on 31-Jan-2016 and shall not be canceled or terminated prior to that date except by the mutual written consent of the parties.

EVENT RATE

The event rate under this agreement is \$5,900.00.

This Agreement constitutes the entire Agreement between the parties and supersedes all earlier communication or understanding between them concerning the subject matter hereof. This Agreement shall not be changed in terms by oral agreement or representation.

FlightSafety International, Inc., and Subsidiaries

By: JoElta Range
Signature

JoElta Range - Regional Maintenance Marketing Manager

Print Name/Title

Date: 1-29-2014

Bismarck Aero Center

Company Name

By: Jon Simmers
Signature

Jon Simmers / C.E.O.

Print Name/Title

Date: 1-29-14

FLIGHT SAFETY

INTERNATIONAL

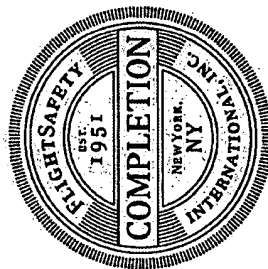
Certifies that

Jason Jay Wondra

has satisfactorily completed a course of

Beech 200 Series (P&WC PT6) Maintenance Initial

Conferred on 21st day of February, 2014



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

A handwritten signature in black ink, appearing to read "Wayne Sommerfeld".

Wayne Sommerfeld - Center Manager
Hawker Beechcraft Maintenance

FlightSafety.
International

FLIGHT SAFETY

INTERNATIONAL

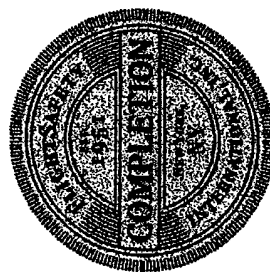
Certifies that

Howard Burns, Jr.

has satisfactorily completed a course of

SKA 200/B200 Maintenance Initial

Conferred on 10th day of November, 2006



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

Bill Magyar - Center Manager
Raytheon Maintenance Center

FlightSafety.
International

FLIGHT SAFETY

INTERNATIONAL

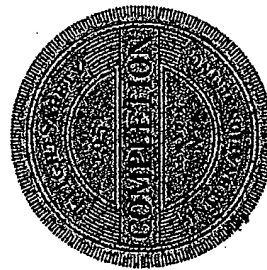
Certifies that

Mark McCann

has satisfactorily completed a course of

Live Learning Cessna Caravan MX Initial

Conferred on June 20, 2014



Marin Todorov
Specialty & Enrichment Operations Manager
Flight Safety International

FlightSafety.
international

FLIGHT SAFETY

INTERNATIONAL

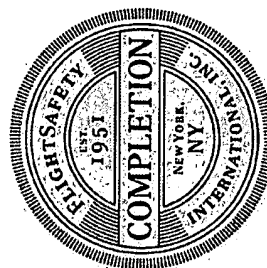
Certifies that

Mike Allan Aarestad

has satisfactorily completed a course of

Caravan I (208) Maintenance

Conferred on 21st day of March, 2008



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

Jeff Houk
Jeff Houk - Center Manager

Wichita (Cessna) Maintenance

FlightSafety.
international

Howard Burns Jr.



Contact Information:

Howardb@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Director of Maintenance & Avionics

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

Bismarck, ND

November 2013 to Present

Director of Avionics

Responsible to provide sales, leadership, and service for Avionics Department. Received the 2009 NDPAMA Technician of the Year.

April 2010

Flightline Business Development

Responsible for leadership, vision, training, technical guidance, marketing and promotions to drive business efficiencies in aircraft fueling operations.

May 2008

Aviation Maintenance Technician

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

January 2003

City of Bismarck Airport

Flightline Attendant II

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

Bismarck, ND

July 1998 to December 2002

Burleigh County Highway Department

Heavy Equipment Operator

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

Bismarck, ND

May 1997 to June 1998

City of Bismarck Airport

Flightline Attendant II

Perform fueling operations on aircraft and helicopters. Hangar aircraft, runway inspections, runway snow removal and auditing fuel records.

Bismarck, ND

July 1991 to April 1997

West Star Aviation

Aircraft Mechanic

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

Grand Junction, CO

November 1990 to June 1991

Capital Aviation Co.

Aircraft Mechanic

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

Bismarck, ND

June 1989 to October 1990

North Dakota Arm National Guard

Aircraft Mechanic

164th Company C, Rugby Detachment

Rugby, ND

1983-1991

Howard Burns Jr.

(Continued)

EDUCATION:

Dakota Aero Tech

Airframe and Power Plant Mechanics License

Fargo, ND

June 1988 to June 1989

Minot State University

Criminal Justice

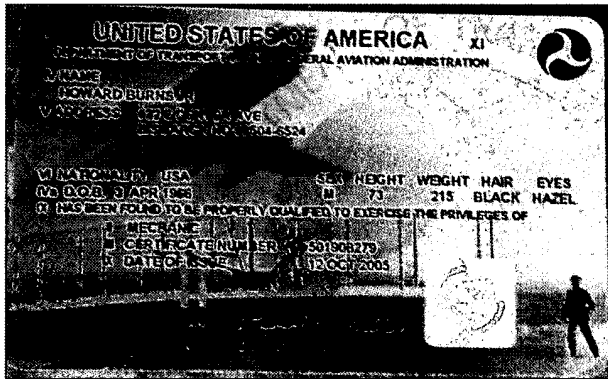
Minot, ND

September 1985 to May 1998

CERTIFICATES:

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

Howard Burns Jr.



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

INSPECTION AUTHORIZATION

This certifies that **Howard Burns Jr.**
holder of Mechanic Certificate No. **501908279**
has been authorized to exercise the privileges of Federal
Aviation Regulation 65.95.
This authority expires **March 31, 2007** unless
sooner revoked by the Administrator of the Federal Aviation
Administration or extended by endorsement on the reverse of
this card.

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

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

SIGNATURE OF AUTHORIZED MECHANIC
Howard Burns Jr.

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

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2009	<i>Kevin J. Emerson</i>	GL-21
3/31/2011	<i>Kevin J. Emerson</i>	GL-21
3/31/2013	<i>Kevin J. Emerson</i>	GL-21
3/31/2015	<i>Kevin J. Emerson</i>	GL-21

FLIGHT SAFETY

INTERNATIONAL

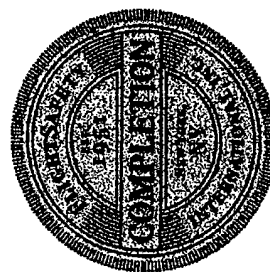
Certifies that

Howard Burns, Jr.

has satisfactorily completed a course of

SKA 200/B200 Maintenance Initial

Conferred on 10th day of November, 2006



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

Bill Magyar - Center Manager
Raytheon Maintenance Center

FlightSafety.
International

Inspection Authorization Refresher Training

Certificate of Training

Issued To

Howard Burns

For the successful completion of (10) hours of training during the
UPPER MIDWEST AVIATION SYMPOSIUM

Given this Date: March 2-4, 2014

By

North Dakota PAMA and NDAC

Course acceptance Number: IA-1162-1

THIS INSPECTION AUTHORIZATION (IA) REFRESHER TRAINING MEETS THE
REQUIREMENTS CONTAINED IN FAR 65.93(A)(4). INSPECTION AUTHORIZATION
RENEWAL AND IS ACCEPTABLE TOWARDS IA RENEWAL.

Bo Klindworth

Training Provider Signature
Bo Klindworth
President, NDPAMA

Erik Peterson



Contact Information:

Erikp@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Bismarck, ND

Lead Maintenance Technician

May 2014 to Present

Responsibilities include coordinate maintenance jobs, contact customers about the status of their aircraft, lead commercial airline relations and step in for the Director of Maintenance during his absences.

A&P Maintenance Technician

September 2011

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

General Electric - Denver Service Center

Denver, CO

Environmental Health & Safety (EHS) Coordinator

November 2008 to September 2011

Managed all aspects of EHS for an industrial maintenance shop employing over 60 people

Organized, implemented, and conducted safety meetings and all training for the entire staff

Ensured compliance with EPA, OSHA, as well as all applicable state and local agencies' regulations

Lead and monitored various GE initiatives and policies

Managed all aspects of construction/improvement projects

Performed mandatory inspections on all EHS items, such as waste areas, chemical storage, fire protection, detection, and extinguishing equipment

Frontier Airlines - Denver International Airport

Denver, CO

Production Control Coordinator

June 2007 to November 2008

Monitored, adjusted, assigned, and prioritized work and application of manpower for multiple crews performing heavy maintenance checks on A318 and A319 aircraft

Acted as a liaison between multiple departments including Engineering, Purchasing, Planning, Maintenance, and Records to ensure tasks stay on course

Communicated the status of heavy maintenance checks with upper management on a daily basis

Assisted and substituted for maintenance and production control supervisors

Reviewed aircraft logbook and all paperwork to ensure proper release from the maintenance check

City & County of Denver - Denver International Airport

Denver, CO

Aviation Operations Representative

February 2007 to July 2007

Worked in a busy and stressful communications center coordinating operations during non-routine and emergency events

Monitored, controlled, and managed a security system and a guard force, in order to enforce the rules and regulations of the airport and all applicable federal regulations

Assisted in the coordination of emergency response for the airport

Goodrich Aviation Technical Services - Paine Field

Everett, WA

Aviation Mechanic

December 2004 to February 2007

Read and interpreted manufacturer and airline manuals, service bulletins, ADs, EAs, STCs, etc. in order to correctly accomplish repairs or modifications on aircraft

Ensured all work completed complied with federal regulations, parts 43, 121, and 145

Worked under pressure and tight deadlines performing maintenance on the flight line to return planes to service

Communicated effectively with management and co-workers to address difficulties and come up with the most effective solutions to problems

Erik Peterson

(Continued)

EDUCATION:

University of North Dakota

B.S., Aviation Systems Management
Graduated Cum Laude with a cumulative GPA of 3.30
Focused on management in a technical environment

Grand Forks, ND

August 2000 to December 2004

Westwood College of Aviation Technology

A.A.S., Airframe and Powerplant Maintenance
Graduated with honors with a cumulative GPA of 4.0
2,100 hours of hands-on training

Broomfield, CO

June 2003 to November 2004

TRAINING & AWARDS:

FAA – Inspection Authorization Certificate in 2013

FAA - Airframe and Powerplant Mechanic Certificate in 2004

FAA - Private Pilot – Single Engine Land 2002

FAA Aircraft Maintenance Technician Ruby Award in 2005

Perfect Attendance & Outstanding Student Awards at Westwood in 2004

Erik Peterson

UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION
IV NAME
ERIK JOHN PETERSON
V ADDRESS 413 BURGESS DR
BIRMINGHAM ND 58504-7035

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
W/ta D.O.B. 27 JUL 1962 M 65 140 BROWN BLUE
IX HAD DESK FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
D MECHANIC
K CERTIFICATE NUMBER 3011049
K DATE OF ISSUE 17 APR 2012

XIV *[Signature]*

GRIM JOHN PETERSON

N. SCANDIA
N. SCANDIA

POWERPLANT

XII RATINGS

III LIMITATIONS

3011049

NO SIGNATURE
OF HOLDER

7/80 1/1

UNITED STATES OF AMERICA	
DEPARTMENT OF TRANSPORTATION	
FEDERAL AVIATION ADMINISTRATION	
INSPECTION AUTHORIZATION	
This certifies that Erik John Peterson	
holder of Mechanic Certificate No. 3011049	
has been authorized to exercise the privileges of Federal Aviation Regulation 65.95.	
This authority expires March 31, 2015 unless sooner revoked by the Administrator of the Federal Aviation Administration or extended by endorsement on the reverse of this card.	
DATE ISSUED	SIGNATURE, ELY. STDS. INSPECTOR
11/12/13	Jeffery R. Vigdal
FAA FORM 8310-50-01 SUPERSEDES PREVIOUS EDITION	

[illegible]

Inspection Authorization Refresher Training

Certificate of Training

Issued To

Erik Peterson

For the successful completion of (11) hours of training during the
UPPER MIDWEST AVIATION SYMPOSIUM

Given this Date: March 2-4, 2014

By

North Dakota PAMA and NDAC

Course acceptance Number: IA-1162-1

THIS INSPECTION AUTHORIZATION (IA) REFRESHER TRAINING MEETS THE
REQUIREMENTS CONTAINED IN FAR 65.93(A)(4). INSPECTION AUTHORIZATION
RENEWAL AND IS ACCEPTABLE TOWARDS IA RENEWAL.

Bo Klindworth

Training Provider Signature
Bo Klindworth
President, NDPAMA

The University of North Dakota

Erik John Peterson



has completed the Curriculum prescribed in the

John A. Odgaard School of Aerospace Sciences

and is admitted through the authority vested by law in the
State Board of Higher Education, the President, and the Faculties of the
University of North Dakota to the Degree of

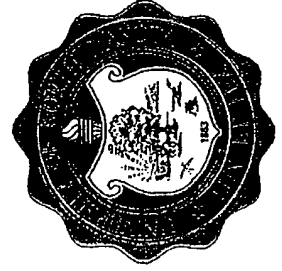
Bachelor of Science in Aeronautics

with all the rights and privileges pertaining thereto.

Given at the University, Grand Forks, North Dakota, on

this seventeenth day of December, 2004

Bruce L. Christensen
President, State Board of Higher Education



Ed. J. J. J. J.
President of the University

Dan K. K.
Registrar

Garrett L. Smith
Chancellor, North Dakota University System

By

Mike Aarestad



Contact Information:

Mike@mandanaero.com

EXPERIENCE:

Bismarck Aero Center **Vice President/Co-owner**

Bismarck, ND
June 2002 to Present

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

Executive Air Taxi Corp **Director of Maintenance**

Bismarck, ND
July 1987 to June 2002

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

Chief Inspector Duties

July 1984 to July 1987

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

OK Aviation **Director of Maintenance**

Bismarck, ND
April 1978 to July 1984

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

Jamestown Aviation

Jamestown, ND
1974 to April 1978

Airframe & Powerplant Technician

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

EDUCATION:

Kundert Aviation A&P Student

Fargo, ND
1971 to 1973

Fargo FAA IA Inspector's License

Fargo FAA
1978

TRAINING:

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

Mike Aarestad

UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
 IV NAME
MICHAEL ALLAN AARESTAD
 V ADDRESS 3120 SHERIDAN CIR
 BISMARCK ND 58503-5812

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
 M 75 240 BROWN BROWN
 IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
 I MECHANIC
 W CERTIFICATE NUMBER 2222728
 X DATE OF ISSUE 10 MAR 2010

MICHAEL ALLAN AARESTAD XI RATINGS 2222728
 MECHANIC POWERPLANT XII LIMITATIONS
 SIGNATURE OF HOLDER *Michael Aarestad*

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

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

DATE ISSUED 03/20/2009 SIGNATURE OF STATION INSPECTOR
Keith J. Burke
 1st Lt. Burke

FAA FORM 8310-6 (4-00) SUPERSEDES PREVIOUS EDITION

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

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2011	Keith Burke	GL-21
3/31/2013	Keith Burke	GL-21
3/31/2015	Keith Burke	GL-21

FLIGHT SAFETY

INTERNATIONAL

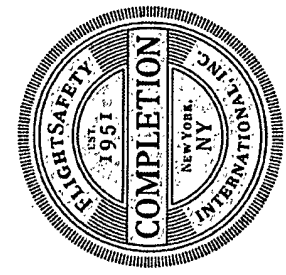
Certifies that

Mike Allan Aarestad

has satisfactorily completed a course of

Caravan I (208) Maintenance

Conferred on 21st day of March, 2008



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

Jeff Houk
Jeff Houk - Center Manager

Wichita (Cessna) Maintenance

FlightSafety.
international

Kris Hexom



Contact Information:

Krish@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Lead Avionics Technician

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

Bismarck, ND

May 2014 to Present

Fargo Jet Center

Avionics Technician

Acted as avionics supervisor in absence of manager

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

Also, worked on installation of new equipment, and performed maintenance on navigation, communication, GPS, radar, autopilot systems and altitude reporting systems specific to King Air, Pilatus and Caravan models.

Fargo, ND

May 2001 to May 2014

Alexandria Technical College

Building Maintenance

Worked with electrician and building maintenance.

Alexandria, MN

June 2000 to May 2001

Tri-State Aviation

General Laborer

Labor work, cleaned, painted, laid brick

Wahpeton, ND

September 1999 to December 1999

Hexom Earth Construction

General Laborer

Ran equipment and general labor work

Williston, ND

June 1999 to August 1999

EDUCATION:

Alexandria Technical College

A.A.S. Degree in Aviation Electronics

GPA 3.37/4.0

Alexandria, MN

May 2001

North Dakota State College of Sciences

A.A.S. Degree in Electronic Technology

GPA 3.3/4.0

Wahpeton, ND

May 2000

Garmin 1000 Training

GFC 700 Training

Obtained FCC GROL License and Repairman's Certificate

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

Kris Hexom

UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION	
GENERAL RADIOTELEPHONE OPERATOR LICENSE	
Name KRIS G HEXOM	
Date of Birth 06/23/1980	Issuance Date 05/15/01
License Number PG-GB-079632	
Signature <i>Kris Hexom</i>	
INVALID UNLESS SIGNED	

Endorsement: (Invalid if more than one block is marked)	
<input checked="" type="checkbox"/>	Ship Radar
<input type="checkbox"/>	None
<input type="checkbox"/>	Other

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION										III. CERTIFICATE NO.	
II. TEMPORARY AIRMAN CERTIFICATE										Pending	
THIS CERTIFICATE THAT											
IV. Kristofer Gary Hexom V. 2419 Astronaut Drive Bismarck, ND 58503											
DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES	SEX	NATIONALITY	VI.				
06/23/1980	68	165	Blond	Green	M	USA					
IX. Has been found to be properly qualified and is hereby authorized in accordance with the conditions of issuance on the reverse of this certificate to exercise the privileges of											
RATINGS AND LIMITATIONS											
Certificate privileges of 14 CFR Section 65.103 valid for Radio, Instrument, test and inspection IAW 14 CFR Parts 91.411&413. Installation of avionics equipment and repair of electrical wiring while employed by Dakota Avionics											
XIII. Bismarck ND D1NR542Y											
XIV. Repairman											
THIS IS <input checked="" type="checkbox"/> AN ORIGINAL ISSUANCE <input type="checkbox"/> A REISSUANCE OF THIS											
GRADE OF CERTIFICATE											
DATE OF SUPERSEDED AIRMAN CERTIFICATE											
BY DIRECTION OF THE ADMINISTRATOR											
X. DATE OF ISSUANCE											
X. SIGNATURE OF EXAMINER OR INSPECTOR											
Fargo FSDO GL21											
DATE DESIGNATION EXPIRES											
XXXXXXXXXXXX											
VII. AIRMAN'S SIGNATURE											
07/15/2014											
Brent Allen											
FAA Form 8060-4 (8-79) USE PREVIOUS EDITION											

Electronic Forms (PDF)

Electronic Forms (PDF)

XIV. CONDITIONS OF ISSUANCE

This is an interim certificate issued subject to the approval of the Federal Aviation Administration pending the issuance of a certificate of greater duration. It becomes void--

1. Upon the receipt of a certificate of greater duration to replace it;
2. Upon a finding by the FAA that an error has been made in its issuance;
3. Upon a finding by the FAA that it was issued illegally or as the result of fraud or misrepresentation;
4. Upon the refusal or failure by the holder to accomplish a flight check by a Flight Standards Inspector if so requested; and
5. In any case, at the expiration of 120 days from date of issuance.



Certificate of Training

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

This is to certify that:

Kris Hexom

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

12-Mar-14
Nashville, TN
00945

Mike Berryhill – Avionics Maintenance Trainer
Garmin International, Inc.



Certificate of Completion

Is hereby granted to:

Kris Hexom

Certifying Satisfactory Completion of the

Garmin Approved G1000 & GFC 700 Line Maintenance Course for Cessna Nav III Aircraft - 8 Hours

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

November 27, 2007

Date

Barry A. Wells

Barry A. Wells

Course Instructor

Mark McCann



EXPERIENCE:

Bismarck Aero Center

Aviation Maintenance Technician

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

Bismarck, ND

February 2010 to Present

Executive Air Taxi Corp

Aviation Maintenance Technician/ Chief Inspector

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

Bismarck, ND

October 1998 to February 2010

Blackhawk Airways

Aviation Maintenance Technician

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

Janesville, WI

April 1995 to October 1998

Baker Company

Aviation Maintenance Technician

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

West Bend, WI

April 1994 to April 1995

Flight Safety Alaska

Aviation Maintenance Technician

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

Anchorage, AK

June 1993 to October 1993

Mid-Plains Aviation, Inc.

Aviation Maintenance Technician

IA, inspector for 135 air taxi and outside customers.

Norfolk, NE

December 1991 to May 1993

Linaire, Inc.

Aviation Maintenance Technician

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

Lincoln, NE

May 1989 to May 1991

Mid-Plains Aviation, Inc.

Aviation Maintenance Technician

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

Norfolk, NE

May 1987 to May 1989

EDUCATION:

Cessna Citation 560 XL, Cessna 300 & 400 series

2002 to 2014

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

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

Factory Cessna Caravan 208 Maintenance Initial

Dakota Aero Tech.

Graduate

Fargo, ND

1980

Mark McCann

UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
 IV NAME **MARK EDWARD MCCANN**
 V ADDRESS 1801 DEER VALLEY LN
 BISMARCK ND 58503-9462

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
 IVN D.O.B. 19 MAY 1960 M 71 189 BROWN GREEN
 IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
 MECHANIC
 X CERTIFICATE NUMBER 501904860
 X DATE OF ISSUE 12 APR 2012

MARK EDWARD I MCCANN XII RATINGS 501904860
 MECHANIC AIRFRAME POWERPLANT XIII LIMITATIONS

VI SIGNATURE OF INSPECTOR

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

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

DATE ISSUED **03/07/2002** SIGNATURE, FLT. STDS. INSPECTOR **GL-21**

SIGNATURE OF AUTHORIZED MECHANIC **Mark McCann**

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

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

FLIGHT SAFETY

INTERNATIONAL

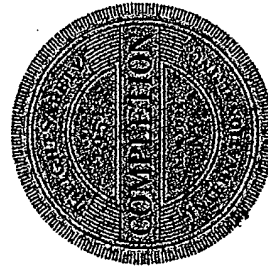
Certifies that

Mark McCann

has satisfactorily completed a course of

LiveLearning Cessna Caravan MX Initial

Conferred on June 20, 2014



Marin Taborov

Specialty & Enrichment Operations Manager
FlightSafety International

FlightSafety.
International

Inspection Authorization Refresher Training

Certificate of Training

Issued To

Mark McCann

For the successful completion of (12) hours of training during the
UPPER MIDWEST AVIATION SYMPOSIUM

Given this Date: March 2-4, 2014

By

North Dakota PAMA and NDAC

Course acceptance Number: IA-1162-1

THIS INSPECTION AUTHORIZATION (IA) REFRESHER TRAINING MEETS THE
REQUIREMENTS CONTAINED IN FAR 65.93(A)(4). INSPECTION AUTHORIZATION
RENEWAL AND IS ACCEPTABLE TOWARDS IA RENEWAL.

Bo Klindworth

Training Provider Signature

Bo Klindworth

President, NDPAMA

Jason Wondra



EXPERIENCE:

Bismarck Aero Center

Aviation Maintenance Technician

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

Bismarck, ND

April 2008 to Present

Menlo Logistics Worldwide

Assembler

Assembled various sub-assemblies, Quality Inspector for shark fins and responsible for training new employees. Participated in the implementation of the pilot shark fin assembly line and changes to improve work flow and efficiency.

Bismarck, ND

August 2007 to April 2008

Executive Air Taxi

Aviation Maintenance Technician

Performed A&P duties, various inspections on multiple types of private and commercial aircraft. Sheet metal work, electrical wiring, welding, painting and other various tasks on aircraft.

Bismarck, ND

May 2007 to July 2007

Lear Siegler Services, Inc.

T-37B, T-38B/C AR Mechanic

Maintained aircraft on the flightline from servicing, inspections and minor maintenance. As an AR Mechanic, performed heavy unscheduled maintenance on aircrafts that couldn't be done on the flight line.

Wichita Falls, TX

October 2002 to May 2007

United States Air Force

F-16 Crew Chief

Maintained aircraft from servicing, line maintenance, and heavy maintenance in a phase dock. Also acted as instructor, teaching F-16 maintenance to new recruits in tech school.

Sheppard AFB, TX

August 1997 to October 2002

EDUCATION:

Airframe & Powerplant License

Factory Beechcraft King Air B200 Maintenance Initial

April 2007

February 2014

Attended Embry Riddle Aeronautical University,
United States Air Force, Vernon Regional College
and Wayland Baptist University.

January 2002 to March 2007

Jason Wondra

[illegible]

JABON JAY WONDRA

XII RATINGS

POWERPLANT

LIMITATIONS

TURN

Jason Jay Wondra

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION INSPECTION AUTHORIZATION		SIGNATURE OF AUTHORIZED MECHANIC <i>[Signature]</i>
This certifies that WONDRA, JASON JAY		
holder of Mechanic Certificate No. 3231292		
has been authorized to exercise the privileges of Federal Aviation Regulation 65.95.		
This authority expires March 31, 2015 unless sooner revoked by the Administrator of the Federal Aviation Administration or extended by endorsement on the reverse of this card.		
DATE ISSUED 03/31/13	SIGNATURE, FLT. STDS. INSPECTOR Rod Vigstol	

[illegible]

FLIGHT SAFETY INTERNATIONAL

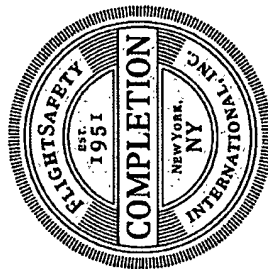
Certifies that

Jason Jay Wondra

has satisfactorily completed a course of

Beech 200 Series (P&WC PT6) Maintenance Initial

Conferred on 21st day of February, 2014

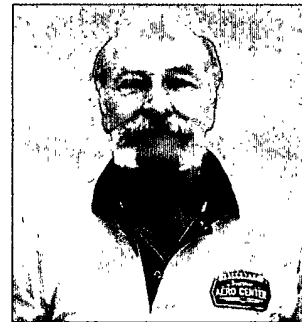


*Safety begins with a well-trained
maintenance technician.*

Wayne Sommerfeld - Center Manager
Hawker Beechcraft Maintenance

FlightSafety.
International

John Martin



Contact Information:

johnm@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Sr. Avionics Technician

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

Bismarck, ND

February 2013 to Present

Executive Air Taxi Corp

Avionics Manager

Responsible for avionics repairs, bench testing, STC and avionic installations in GA and Executive type aircraft, troubleshooting, inspections, adjustments, data base updates, and certifications. Also performed aircraft maintenance, chief inspector and chief of quality control duties.

Bismarck, ND

May 2009 to January 2013

M&M Avionics LLC

Owner/Operator/Avionics Technician/Chief Inspector

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

Minot, ND

September 2006 to May 2009

Southwest Aviation Specialties LLC

A&P Mechanic/IA/Avionics Technician

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

Tulsa, OK

July 2005 to August 2006

Pietsch Aircraft Restoration

A&P Mechanic

Responsible for aircraft engine maintenance, repaired defective aircraft systems, installed avionics and electronics, system troubleshooting, and complete aircraft re-wiring.

Minot, ND

August 2003 to April 2004

Self-employed

General Contractor

Work to remodel homes

Virginia City Highlands, NV

January 2003 to August 2003

MORE Company Inc.

Program Manager

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

Minden, NV

June 1995 to January 2003

Peregrine Flight International

Assistant Production Manager/Chief Quality Assurance

Implemented production changes in aircraft design and manufacturing. Corrected aircraft manufacturing drawings and approving authority for changes. Aircraft engineering, GE CF700/CJ610 engine maintenance, quality control inspections, line maintenance on production aircraft.

Minden, NV

June 1994 to June 1995

John Martin

(Continued)

EXPERIENCE (CONTINUED):

Vandenberg Air Force Base Aero Club
Chief of Maintenance (DOM)

Vandenberg AFB, CA
June 1986 to May 1994

Responsible for the airworthy condition of a fleet of General Aviation aircraft. Performed all required inspections. Performed troubleshooting and repairs of aircraft systems. Maintained all inspection records, logbooks, maintenance manuals, parts manuals and Airworthiness Directives (AD)/Service Bulletin (SB). Created and maintained parts and bench stock inventories. Supervised all maintenance performed. Trained A&P apprentices. Removed, overhauled and installed aircraft engines. Fabricated instrument panels and installed new avionics, wiring and instrumentation. Performed complete aircraft restorations on aircraft.

EDUCATION:

Spartan College of Aeronautics Technology
A. A. S. Degree in Avionic/Instrument Technology

Tulsa, OK
August 2006

Vandenberg Air Force Base Aero Club
Airframe and Powerplant License

Vandenberg AFB, CA
June 1982

US Air Force Training Schools

April 1972 to May 1992

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

TRAINING:

FAA Multi-Engine Instrument Certified Pilot
FAA Airframe and Powerplant Certified
FAA Repairman Certificate
FAA Inspection Authorizer (re-certified)

May 1978
June 1982
April 2009
March 2011

John Martin

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

IV NAME
JOHN HAROLD MARTIN
V ADDRESS 8420 20TH AVE SE
BISMARCK ND 58504-8320

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
IVa D.O.B. 30 MAR 1954 M 67 155 BROWN HAZEL
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
MECHANIC
CERTIFICATE NUMBER 3662133
DATE OF ISSUE OCT 2012

JOHN HAROLD MARTIN XII RATINGS **3662133**
BISMARCK ND 58504-8320
POWERPLANT
JOB LIMITATIONS
SIGNATURE

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

This certifies that **JOHN HAROLD MARTIN**
holder of Mechanic Certificate No. **3662133**
has been authorized to exercise the privileges of Federal
Aviation Regulation 65.95.
This authority expires **March 31, 2015** unless
sooner revoked by the Administrator of the Federal Aviation
Administration or extended by endorsement on the reverse of
this card.

DATE ISSUED **03/29/13** SIGNATURE, FLT STDS. INSPECTOR
ROD VIGSTOL

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

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

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE

WARNING

MAKE SURE THE RADIO STATION HAS A CURRENTLY VALID LICENSE.
MAYDAY IS THE INTERNATIONAL RADIOTELEPHONE DISTRESS CALL. DISTRESS
MESSAGES HAVE ABSOLUTE PRIORITY.

PROHIBITIONS:

- USE OF OBSCENE, INDECENT, OR PROFANE LANGUAGE
- UNAUTHORIZED DISCLOSURE OR USE OF MESSAGES
- SUPERFLUOUS, FALSE, OR DECEPTIVE SIGNALS OR COMMUNICATIONS
- TRANSMISSION OF UNASSIGNED CALL SIGNALS

DESERVE REQUIREMENTS FOR TRANSMISSION OF STATION IDENTIFICATION

THIS PERMIT MUST BE CONSPICUOUSLY POSTED AT THE PRINCIPAL OPERATING
STATION OR KEPT IN YOUR PERSONAL POSSESSION, DEPENDENT UPON THE
RULES GOVERNING THE PARTICULAR CLASS OF STATION BEING USED.

YOUR RADIO LAWS VIOLATIONS MAY LEAD TO
THEIR REMOVAL.

FORM 753
UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RESTRICTED RADIOTELEPHONE OPERATOR PERMIT

John Harold Martin

Is authorized to operate licensed radio stations, which may be
operated by a person holding this class of permit. This permit
is valid for the lifetime of the holder, but it may be suspended
for violations as specified in Section 303(m)(1) of the Commu-
nications Act. This permit is issued in conformity with Paragraph
903 of the Radio Regulations, Geneva, 1959.

SIGNATURE **John Harold Martin**

NOT VALID WITHOUT F.C.C. SEAL



Certificate of Training

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

This is to certify that:

John Martin
Of
Dakota Avionics

Has Successfully Completed 8 hours of Training at
AEA National 2014

12-Mar-14
Nashville, TN
00966

Mike Berryhill – Avionics Maintenance Trainer
Garmin International, Inc.



hereby certifies that

JOHN MARTIN
Of
BISMARCK AERO

Has completed the "IFR6000 OPERATOR CLASS"

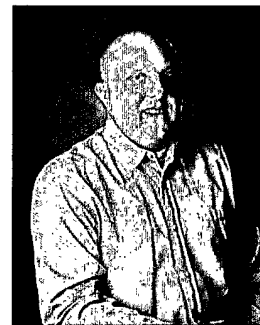
Awarded the 17TH Day of June 2014

by

Leonard Zarchan

Leonard Zarchan Training Instructor

Scott Yantzer



Contact Information:

Scotty@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Aircraft Parts Specialist

Bismarck, ND

April 2013 to Present

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

Executive Air Taxi Corp

Aviation Parts Sales Manager

Bismarck, ND

1999 to 2013

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

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

Processed work orders for all aviation functions

Negotiated and ordered aircraft parts and general building supplies as budgeted

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

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

Coordinated and processed warranty claims for EATC and EATC customers

Eide Ford/Lincoln/Mercury

Customer Service Representative/Parts Services

Bismarck, ND

1998 to 1999

Assisted the parts manager and mechanics with parts distribution

Delivered parts to customers

Communicated with customers and operated the courtesy van

Anderson Cabinets

Woodworking Assistant

Center, ND

1996 to 1998

Created and finished products for clients

Assisted with cabinet making

Cleaned and organized shop as well as unloaded deliveries

EDUCATION:

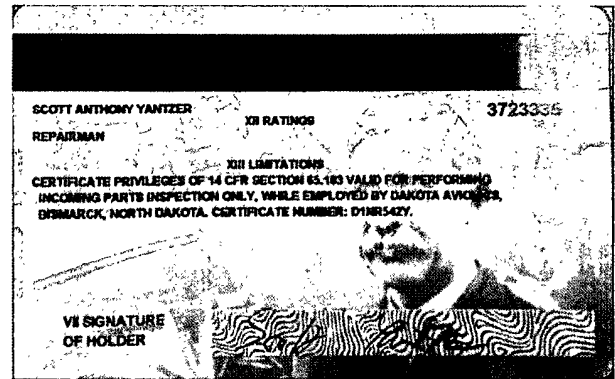
Center High School

High School Diploma

Center, ND

1992-1996

Scott Yantzer



Micah Doeblor



Contact Information:

Micahd@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Technical Research Specialist

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

Bismarck, ND

May 2014 to Present

University of North Dakota

Flight Instructor

Provided flight training for private pilot, commercial pilot, instrument rating, and instrument instructor courses.

Grand Forks, ND

October 2010 to April 2014

Test Proctor/Simulator Dispatcher

Responsibilities included proctoring FAA written exams, dispatch flight simulators and invoicing simulator training lessons.

February 2012

Air National Guard, 148th Fighter Wing

Security Forces Member

Provided airport ramp security. Deployed to Kyrgyzstan for 8 months in 2006.

Grand Forks, ND

December 2003

EDUCATION:

University of North Dakota

B.S. in Aeronautics

Major: Commercial Aviation

Grand Forks, ND

January 2005 to August 2010

University of Minnesota

Duluth, MN

September 2002 to May 2004

TRAINING:

Canadair Regional Jet FTD, UND Aerospace Altitude Chamber, Spatial Disorientation Simulator, Flight Physiology, Advanced Aircraft Systems and Advanced Aerodynamics.

Commercial Pilot: ASEL, AMEL, Instrument Airplane, CFI, CFII, 1,200 Hours Logged

Linda Davis



Contact Information:

LindaD@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Bismarck, ND

Flightline Customer Service Representative

April 2014 to Present

Responsibilities include creating a warm and welcoming environment for customers, provide a high level of customer service, answer multi-line telephone and direct calls as required, provide clerical support for Flightline Manager and communicate with customers to help with service requests.

Spherion Staff

Bismarck, ND

Recruiting Assistant

2014 to April 2014

Responsibilities included review of on-line applications to determine next step, schedule qualified applicants for interview with recruiter, match qualifications of applications to current client job listings, research websites for employment opportunities and update resumes that qualify and answer incoming calls to appropriate staff.

Heartland Pella

Bismarck, ND

Inside sales Assistant

2007 to 2014

Responsibilities included representing store to walk-in customers with sales presentations using samples or catalog, enter quotes accurately into quoting system and linked to customer management system, verified and communicated daily accurate product or customer information by researching needs and questions with customers, service department, fulfillment team, sales representatives and management and answered multi phone line system.

Centennial Homes

Bismarck, ND

Home Sales Consultant

2004 to 2007

Responsibilities included selling of manufactured and modular housing units for residential and commercial use utilizing both commercial and government financing packages, and coordinating order process and verified home specifications with homeowner and manufacturer. Was named office's top performer by Senior Sales Consultant.

Brown & Saenger

Bismarck, ND

Outside Sales Account Executive

2003 to 2004

Responsibilities included building and maintaining more than 250 business accounts in Western, ND and assisted clients in the set-up and utilization of the on-line ordering system.

Cellular One

Bismarck, ND

Senior Sales Representative

1999 to 2003

Responsibilities included developing and servicing personal and business accounts throughout ND and obtaining leads through referrals, telemarketing and scheduled sales events. Received the following awards for local and national performance: SuperStar Challenge (2000 and 2001) and Peak Achievement Award (2001)

Office of the Governor

Bismarck, ND

Economic Development Liaison

1993 to 1997

Responsibilities included serving at the state director for two QVC national broadcasts and one statewide marketing expo for small business, and coordinating monthly Capital for a Day and BUILD program activities for governor and his cabinet members with local communities.

EDUCATION:

University of Mary

Bismarck, ND

B.S. in Business Administration

Jonathan Simmers



Contact Information:

jons@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center CEO

Bismarck, ND
May 2006 to Present

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

Polaris Industries Human Resources Generalist

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

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

Kadrmass, Lee, & Jackson Airport Services Group Assistant

Bismarck, ND
Summer 2001

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

Communications Internship

Summer 2000

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

EDUCATION:

University of North Dakota

Grand Forks, ND
May 2002

Masters of Business Administration

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

MBA Student Association Vice President.

Jamestown College

Jamestown, ND
May 2000

Bachelor of Arts

Major: Business Administration.

Minor: Communication.

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

Honors: Cum Laude.

Bismarck State College

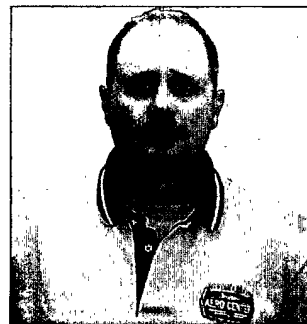
Bismarck, ND
May 1998

Associate of Arts

ACTIVITIES:

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

R. Reed Heyne



EXPERIENCE:

Bismarck Aero Center **Avionics Technician**

Bismarck, ND
September 2013 to Present

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

Executive Air Taxi Corp **Avionics Technician / Pilot**

Bismarck, ND
April 2010 to September 2013

Responsible for the installation of numerous avionics systems
Provide quotes upon customer request of various systems and their arrangements.
Utilize the required precision measuring equipment for each task.
Perform avionics tests / analysis for many different general aviation and commercial aircraft systems.
Prepare/maintain documentation of all work performed, status, and FAA compliant.
Perform test flights after completion of installation along with flights for in shop as well as on site installs and IFR certifications.

Federal Aviation Administration **Air Traffic Systems Specialist, FV-2101**

Dallas, TX / Fargo, ND
July 2008 to April 2010

Perform electrical checks and maintenance of airport facilities and systems, to include power and control, ILS, VOR, TACAN, MDR/CM-300, HVAC systems, facility communication systems, security systems, aircraft ground guidance and lighting systems.

Assisted in the preliminary engineering re-cabling of the ILS 35 runway Dallas Love Field.

Performed in the design, routing and system checkout for the ILS 35 system at Dallas love Field.

In charge of contractors updating the RCAG (Remote Communication Air to Ground) communication radios for the Detroit Lakes and Alexandria Minnesota communication sites.

Maintained all Navigation Aids standards for the FAR VOR.

Each system requires formal training, tests, OJT and government certification in order to perform the required checks and maintenance.

This also requires coordinating with other agencies and departments for maintenance and transition in support of Air Traffic and airport operations.

Lockheed Martin Aeronautics **Avionics Technician / Trainer**

Ft. Worth, TX
November 2004 to July 2008

Avionics Technician/Training Development

Integrated Avionics Training Department for the F-35 JSF Program

Developed Web based interactive detailed systems training for the JSF program for the Field Engineering

Representatives for Global Sustainment as well as the Core Engineering Department.

Create and maintain compressive reports of training being developed that relate specifically to Instructional System Development (ISD).

Provided Engineering Support for the F-16 Systems Integration Lab (SIL) as well as fabricated test equipment for the evaluation and test procedures on the F-16 Test Station.

Performed avionics continuity checks and troubleshooting after completion of the system.

Compiled detailed progress/status sheets of work performed.

Responsible for the installation of numerous avionics systems both classified and unclassified for the F-16 Test Station.

R. Reed Heyne

(Continued)

EXPERIENCE (CONTINUED):

USAF Air National Guard/Reserve

North Dakota & Ft. Worth, TX

Avionics Specialist F-16, C-130

June 1992 to Present

Deployed overseas in support of Operation Iraqi Freedom,

Feb 2003-Nov 2004, Apr 2007-Jun 2007

Maintain instrumentation, flight controls, Radar, weapons, and comm. /navigation systems for the F-16 and C-130H2 models.

Currently Quality Control Inspector for the 119 Wing Fargo, ND

Responsible for the avionics tests before, during, and after engine run-ups.

Operate a variety of support and avionics test equipment for simulation of discrepancies.

Maintain and generate the necessary reports and forms of work performed for both scheduled and unscheduled maintenance.

Assisted in management of personal utilization and requirements.

Tomlinson Aviation Inc.

Gainesville, TX

Avionics Technician / Pilot

February 1998 to February 2003

Served as primary pilot and was directly responsible for all company aircraft correlating to maintenance performed, status, and FAA compliant

Responsible for the installation of numerous avionics systems.

Utilize the required precision measuring equipment for each task.

Perform avionics tests / analysis for many different commercial aircraft systems.

Maintain documentation of all work performed.

Performed test flights after completion of installation along with flights for in shop as well as on site installs and IFR certifications.

EDUCATION:

University of North Dakota

Grand Forks, ND

Bachelor's Degree

May 1996

Major: Bachelor of Science

Minor: Business Administration

B.S. Electronic Systems of Aircraft

Private Pilot

Repairman Certificate

Bismarck State College

Bismarck, ND

Associate Degree

May 1989

Associates of Science, Pre-Engineering

Gulf Stream Academy of Aeronautics

Ft. Lauderdale, FL

Certification

August 2000

Major: Aeronautics

Licensers and Certifications: Professional Pilot

Instrument Rating, Commercial Single Engine Land,

Multi Engine Commercial Instrument

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

II. TEMPORARY AIRMAN CERTIFICATE

III. CERTIFICATE NO.

Pending

THIS CERTIFIES THAT

IV. Ritchie Reed Heyne
V. 4550 Stonewood Way
Bismarck, ND 58504

DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES	SEX	NATIONALITY
06/17/1968	68	170	Brown	Blue	M	USA

IX. Has been found to be properly qualified and is hereby authorized in accordance with the conditions of issuance on the reverse of this certificate to exercise the privileges of

Repairman

RATINGS AND LIMITATIONS

Certificate privileges of 14 CFR Section 65.103 valid for
XII. Radio, Instrument, test and inspection IAW 14 CFR Parts
91.411&413. Installation of avionics equipment and repair
of electrical wiring while employed by Dakota Avionics
XIII. Bismarck ND DINR542Y

THIS IS ☒ AN ORIGINAL ISSUANCE ☐ A REISSUANCE OF THIS
GRADE OF CERTIFICATE DATE OF SUPERSEDED AIRMAN CERTIFICATE

BY DIRECTION OF THE ADMINISTRATOR

X. SIGNATURE OF EXAMINER OR INSPECTOR

EXAMINER'S DESIGNATION NO. OR
INSPECTOR'S REG. NO.

Fargo FSDO GL21

DATE DESIGNATION EXPIRES

XXXXXXXXXXXX

07/15/2014

Brent Allen

FAA Form 8860-4 (8-79) USE PREVIOUS EDITION

Electronic Forms (PDF)

Electronic Forms (PDF)

XIV. CONDITIONS OF ISSUANCE

This is an interim certificate issued subject to the approval of the Federal Aviation Administration pending the issuance of a certificate of greater duration. It becomes void--

1. Upon the receipt of a certificate of greater duration to replace it;
2. Upon a finding by the FAA that an error has been made in its issuance;
3. Upon a finding by the FAA that it was issued illegally or as the result of fraud or misrepresentation;
4. Upon the refusal or failure by the holder to accomplish a flight check by a Flight Standards Inspector if so requested; and
5. In any case, at the expiration of 120 days from date of issuance.

John Nyberg



EXPERIENCE:

Bismarck Aero Center

Aviation Maintenance Technician

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

Bismarck, ND

April 2014 to Present

Dwight Grothberg Farms

Mechanic & Farm Laborer

Responsibilities include maintain, repair, and operate farm related machinery and vehicles in support of farming operations. Also worked to rebuild of a 1941 Taylorcraft aircraft.

Sanborn, ND

May 2009 to April 2014

Self- Employed

Airframe and Powerplant Mechanic with IA

Performed maintenance, minor and major repairs, minor and major alterations, and inspections of general aviation aircraft in accordance with FAR's and manufacturer's publications, as a licensed A&P with IA licenses.

Jamestown, ND

March 1989 to April 2014

Goodrich Cargo Systems

Quality Assurance/Assembly Inspector

Performed duties for Airbus and Boeing aircraft parts including the Airbus A380 throughout certification, and the Boeing 787 to its current stage of development. Duties included the following:

Visual, dimensional and process inspection of all parts for airworthiness in accordance with CFR 14 Part 21

Verification of PMA status and airworthiness of parts delivered directly to airlines

Completion of First Article Inspections, in accordance with AS9102

Maintenance of quality records per CFR 14 and internal regulatory requirements

Surveillance, periodic audits, and training of assembly personnel

Segregating, rejecting, and processing defective new parts which failed inspection as a contributing member of the Material Review Board per CFR 14 Part 21

Inspecting and processing customer-returned parts per CFR 14 Part 145

Jamestown, ND

May 2005 to February 2009

Dakota Aero Manufacturers

Airframe and Powerplant Mechanic with IA

Performed aircraft maintenance, repair, inspection, and modification at CFR 14 Part 145 Repair Station. Duties included the following:

Assisted in development of major powerplant modifications & firewall forward STC's to Aero Commander Air Tractor, King Air aircraft, achieving STC approval for Orenda powered Air Tractor

Fulfilled duties of Mechanic, Inspector, Chief Inspector, Director of Maintenance, and Parts Manager for repair station

Supervised licensed and non-licensed personnel in major repairs and modifications of aircraft

Performed one-time major repairs, overhauls, and modifications of complete aircraft, as well as fuselages, wings, etc. with IA license

Devils Lake, ND

July 1998 to October 2004

United Airlines

Aircraft Maintenance Specialist, Structures

Performed major overhauls and modifications to Boeing 727, 737, 747, 757, 767, and 777, and McDonnell Douglas DC-10 aircraft; specialized in structural repair and modification, including 747 Section 41 mod., Pylon mod., fuel systems repair, and corrosion/damage assessment and repair, both as mechanic and lead mechanic.

Oakland, CA

November 1989 to July 1998

John Nyberg

(Continued)

EXPERIENCE (CONTINUED):

Union Flights Air Cargo Co.

Sacramento, CA

General Aviation Aircraft Mechanic

June 1989 to September 1989

Performed maintenance on a variety of general aviation aircraft from Piper Cub to Beech 18 and DeHavilland Caribou, specializing in electrical troubleshooting. Also, rebuilt Caribou wiring harnesses.

USAF

Sacramento, CA

Airframe and Powerplant Mechanic with IA

September 1981 to September 1987

Performed duties as an Aircraft Maintenance Specialist (Crew Chief), Airlift/Bombardment Aircraft, AFSC 431X2, on KC-135A. Duties included the following:

Coordinated and performed maintenance, preventative maintenance, inspections, launch, recovery, in-flight maintenance, and servicing of KC-135A aircraft in support of SAC nuclear mission

Deployed worldwide with aircraft in support of mission

Perform duties as SAC nuclear alert force aircraft air and ground crew member

EDUCATION:

Northrop Institute of Technology

Sacramento, CA

Vocational School Certificate

February 1989

Airframe and Powerplant

USAF

Sacramento, CA

Vocational School Certificate

February 1985

OJT Trainer Course

USAF

Sacramento, CA

Vocational School Certificate

July 1984

Professional Military Education

USAF

Sacramento, CA

Vocational School Certificate

July 1982

Air Force Maintenance Data Collection System

USAF

Texas

Vocational School Certificate

November 1981

Aircraft Maintenance Specialist,

Airlift/Bombardment Aircraft

TRAINING:

FAA Inspection Authorizer (re-certified)

November 2001

FAA Airframe and Powerplant Certified

March 1989

John Nyberg

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

NAME
 JOHN MARK NYBERG

ADDRESS
 7256 38TH ST SE
 JAMESTOWN ND 58401-9011

NATIONALITY USA
DOB 3 OCT 1963
SEX M **HEIGHT** 72 **WEIGHT** 195 **HAIR** BROWN **EYES** BLUE

MECHANIC
CERTIFICATE NUMBER 3299479
DATE OF ISSUE 21 FEB 2008

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

JOHN MARK NYBERG
MECHANIC
POWERPLANT
III RATINGS
3299479
III LIMITATIONS

SIGNATURE

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

This certifies that **JOHN M. NYBERG**
 holder of Mechanic Certificate No. **3299479**
 has been authorized to exercise the privileges of Federal
 Aviation Regulation 65.95.
 This authority expires **March 31, 2011** unless
 sooner revoked by the Administrator of the Federal Aviation
 Administration or extended by endorsement on the reverse of
 this card.

DATE ISSUED
8/14/2009

SIGNATURE, FLT. STUD. INSPECTOR
ROD VIGSTOL

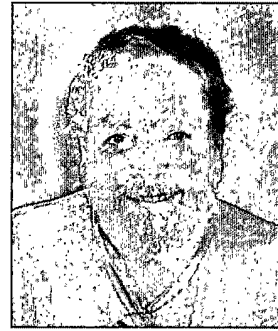
SIGNATURE OF AUTHORIZED MECHANIC
John M. Nyberg

FAA FORM 8310-5 (8-80) SUPERSEDES 98

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

EXPIRATION DATE	ENDORSED BY INSPECTOR	FAA OFFICE
3/31/2013	<i>RB</i>	GL-21
3/31/2015	<i>Hay</i>	GL-21

Tim Baltzer



EXPERIENCE:

Bismarck Aero Center
Avionics Technician

Bismarck, ND
November 2013 to Present

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

Self-Employed
Avionics Technician

Mandan, ND
1998 to 2013

Responsibilities include avionic equipment installs, troubleshooting, removing and replacing aircraft instrument and avionic components.

Waypoint Aviation
Avionics Technician

Bismarck, ND
1983 to 1998

Responsibilities include avionic equipment installs, troubleshooting, removing and replacing aircraft instrument and avionic components.

Robert Chase
Aircraft Maintenance Apprentice

Mandan, ND
1977 to 1983

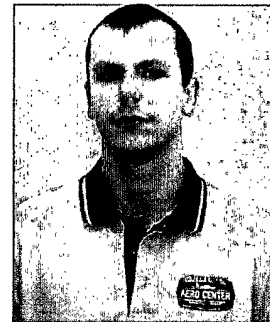
Performed apprentice duties for Mandan Municipal Airport manager Robert "Bob" Chase. Responsibilities included helping on aircraft maintenance and avionic projects, as well as hangaring and covering aircrafts on the airport.

City of Bismarck
Flightline Technician

Bismarck, ND
1973 to 1977

Duties included refueling aircraft that flew into the Bismarck Municipal Airport, providing customer services, moving and hangaring aircraft, and helping with small projects throughout the airport.

Christian Roberts



EXPERIENCE:

Bismarck Aero Center

Jr. Aircraft Maintenance Technician

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

Bismarck, ND

May 2014 to Present

Rising Star Hydraulics

Production

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

Watertown, SD

August 2012 to May 2014

Simpson Cycles

Motorcycle Mechanic

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

Duncan, SC

June 2009 to July 2012

Mini Miracles Farm

Maintenance

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

Taylors, SC

June 2007 to June 2009

EDUCATION:

Lake Area Technical Institute

Received Powerplant Certification

Watertown, SD

May 2014

Greenville Technical College

Received Airframe Certification

Greenville, SC

August 2010 to July 2012

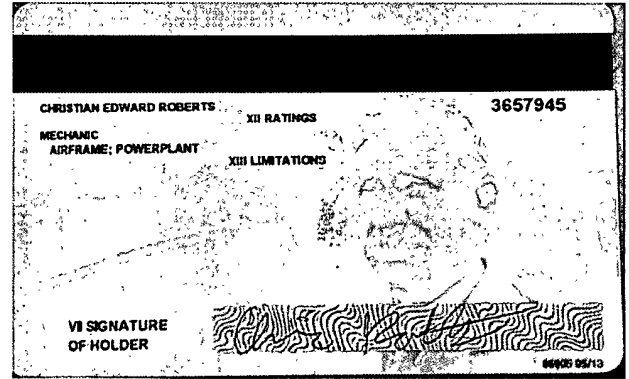
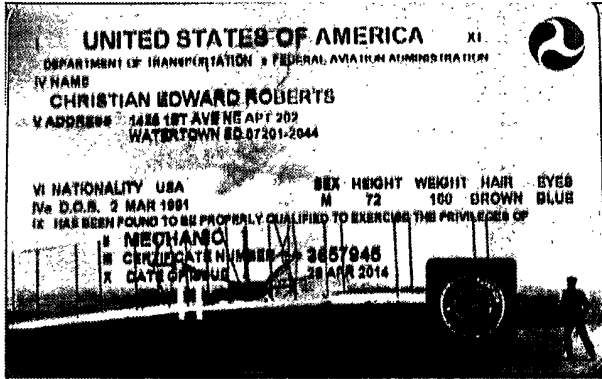
Greer High School

Earned Diploma

Greer, SC

May 2009

Christian Roberts



Dora Meier



Contact Information:

Doram@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Bismarck, ND

Flightline Manager

June 2008 to Present

Leads a team of Technicians in providing the best FBO customer service in the Upper Midwest

Provide customer service to base and transient aircraft traffic

Bookkeeping, keep track of all fuel inventories

Office management & safety

Reception duties & accounts receivables

Blue Flint Ethanol

Underwood, ND

Administrative Assistant

April 2007 to May 2008

Compiled employees' hours worked for payroll

Compile & input monthly accruals into Great Plains

Keep status of accounts for late payments

Accounts payable and receivable

Receiving & reconciling invoices in Mapcon

Human Resource main contact person

Type correspondence and arrange travel for General Manager.

City of Bismarck Airport

Bismarck, ND

Office Assistant

October 1992 to January 2007

Responsible for payroll using New World Systems

Accounts payable and receivable

Fuel transactions, deposits and month end closing of books

Keep track of many spreadsheets for budget purposes

Fingerprinting of pilots and employees

Airport safety response

Answer and respond thru radio and Unicom

File electronic reimbursements for AIP (Airport Improvement Program) projects

EDUCATION:

Bismarck State College

Bismarck, ND

One year of General Education Studies

September 1991 to May 1992

Interstate Business College

Bismarck, ND

Certificate of Completion (Computer Information Specialist)

January 1988 to March 1989

CERTIFICATES:

Air BP Misfueling Prevention, Air BP Hearing Protection, Air BP Customer Service, Air BP General Security

Training, Air BP Eye Protection, Air BP Introduction to Airport Operations, Air BP Introduction to Aviation and Air

BP Safety on the Ramp.

Tracie Gefroh



Contact Information:

Tracieg@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

Sr. Accounting Technician

Bismarck, ND

July 2013 to Present

Responsibilities include maintaining accurate accounting data, ensuring that all accounting practices are conducted within stated and federal regulations, daily accounting transactions, payroll, interpreting the company's financial data, preparing a monthly financial report card, leading monthly financial meetings and efficiency modeling.

Flynn & Associates PC

Tax Accountant

Bismarck, ND

2012 to 2013

Responsibilities included client write-ups and payroll services, various states' sale tax reporting, individual and corporate income tax preparation, and research various tax issues.

Widmer Roel PC

Senior Tax Accountant

Bismarck, ND

2008 to 2011

Responsibilities included supervising and coordinating client write-up and payroll services to ensure accurate and timely completion and, individual and corporate income tax preparation.

Karol K Reidman, CPA

Accountant

Bismarck, ND

2007 to 2008

Performed accounting and payroll services and, individual and corporate income tax preparation.

University of Mary

Assistant Director of Accounting Services

Bismarck, ND

2006 to 2007

Responsibilities included bank and payroll liability accounts reconciliations, cross check balances to financial statements, maintain fixed assets, general ledger entries and monthly financial statements.

Wheeler Wolf Law Firm

Accountant/Office Manager

Bismarck, ND

1999 to 2006

Responsibilities included accounts receivable and payable, cash management, fee allocation, monthly financial statements, budgets, payroll and related quarterly and annual reports, compile information for income tax returns, and provide support to managing partner with employee and outside business relationships.

Tri-State Ltd,

Accountant

Bismarck, ND

1997 to 1999

Provided troubleshoot insurance premium computer transmissions, reconciliation of monthly premium statements, and completed monthly financial statements.

EDUCATION:

Minnesota State University-Moorhead

B.S. in Accounting

Moorhead, MN

CPA & Chartered Global Management Accountant
Leadership Bismarck-Mandan Program Graduate
The 21 Irrefutable Laws of Leadership training course
The 15 Invaluable Laws of Growth training course

American Institute of Public Accountants
Bismarck-Mandan Chamber of Commerce
John C. Maxwell Master Mind Study Group
John C. Maxwell Master Mind Study Group

Robert Simmers



Contact Information:

Bobs@bismarckaero.com

EXPERIENCE:

Bismarck Aero Center

President/CEO/Chief Pilot/Co-Owner

Responsibilities include develop business policies and procedures to provide pilot services to clients. Manage line pilots and client accounts. Supervise the expansion of the business to include an aircraft maintenance shop, aircraft avionics and aircraft fuel services.

Bismarck, ND

January 1990 to Present

Simson Investment Co.

CEO

Duties include supervising construction of a facility to hangar aircraft, securing tenants for hangar and supervising the maintenance and movements of aircraft. Other duties include directing and supervising the addition of 18,000 square feet of hangar space.

Bismarck, ND

December 1990 to Present

Executive Air Taxi Corp

Chief Pilot/Check Airman

Duties included Certification of Company pilots per FAR Part 135, line pilot and compliance responsibilities to the FAA.

Bismarck, ND

September 1988 to December 1989

Aero Services Inc.

CEO

Duties: Own and operate aircraft for lease.

Jamestown, ND

August 1987 to Present

Jamestown Aviation Inc.

Chief Pilot

Duties included Chief Pilot/Chief Flight Instructor, General Manager

Jamestown, ND

July 1986 to September 1988

Line Pilot

Duties: Ag and line pilot, Company Flight Instructor

May 1984 to July 1986

ABC Transportation Company

Secretary/Treasurer

Duties: Manage financial affairs, prepare and execute contracts

Bismarck, ND

October 1984 to Present

EDUCATION:

Jamestown Aviation Inc.

Private Pilot, Commercial, Instrument, Multiengine,
Flight Instructor, FAR Part 135 Pilot, Ag Pilot Licenses

Jamestown, ND

October 1982 to December 1984

FAA Designated Pilot Examiner

June 1985

Warroad Aviation

Single Sea Plane Pilot

Warroad, MN

August 1988

ATP, SE and ME

April 1989

Robert Simmers

(Continued)

FLIGHT TRAINING AND HOURS:

Recurrent training

Cessna 441
Cessna 414
Cessna 340
Piper Cheyenne
Piper Seneca
Piper Navajo
Beechcraft B200

Flight Experience

<u>Total Time</u>	<u>13,000 Accident free hours</u>
<u>Multi Engine</u>	<u>6,750 Hours</u>
<u>Turbine</u>	<u>700 Hours</u>
<u>Instrument Time</u>	<u>2,500 Hours</u>
<u>PA 34(Seneca)</u>	<u>5,800 Hours</u>



Appendix C - Customer Service Reference Letters

- Neil Kadrmas, US Fish and Wildlife Services
 - Government contract is similar in nature
- Jerry Bowman, Alpine Air
 - Engine, Airframe, demanding schedule are similar in nature
- Travis Ystaas, Missouri Valley Aviation Management, LLC
 - Demanding flight schedules are similar in nature
- Fred Adams, Basin Electric Power Cooperative
 - Demanding flight schedules are similar in nature
- Dr. Henry Reichert
 - Long time business and private pilot
- Darrel Pittman, Civil Air Patrol
 - Government and bid process is similar in nature

To whom it may concern:

I highly recommend Aircraft Maintenance and Avionics Service for the exceptional performance in aircraft maintenance, repair, and installation. Aircraft Maintenance and Avionics Service has been servicing a Department of the Interior Cessna 206H for over 8 years. For the past 18 months, I have been flying the DOI aircraft and have relied on Aircraft Maintenance and Avionics Service to keep me on schedule. My schedule is generally not flexible and requires a quick turn-around on service for maintaining efficient use of the aircraft. They have been excellent on servicing my aircraft on short notice and I have been very satisfied with the speed and quality of work that is performed. The personnel that work for Aircraft Maintenance and Avionics Service are extremely knowledgeable, friendly, and great to work with.

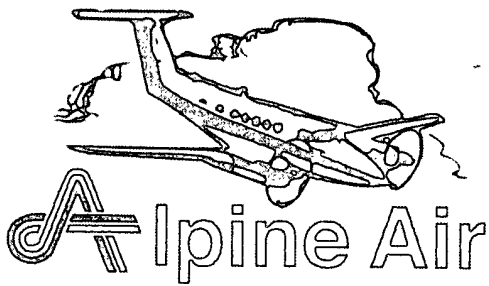
The avionics installations and servicing on the Cessna 206H have been great. I've had Aircraft Maintenance and Avionics Service install new equipment and maintain the old as well. New installation projects have been thorough and complete. I will be installing new avionics later this summer and have full confidence and expectations in their abilities with the install.

Please feel free to contact me with any questions at 701-269-7313.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neil Kadrmas', with a long horizontal flourish extending to the right.

Neil Kadrmas
Pilot/Wildlife Biologist
US Fish and Wildlife Service
Audubon NWR
Coleharbor, ND 58531
701-442-5474 ext 115
Cell – 701-269-7313



1177 Alpine Air Way Provo, UT 84601
(801) 373-1508 • FAX (801) 377-3781

July 10, 2014

Jerry Bowman, Director of Maintenance
Alpine Air
1177 Alpine Air Way
Provo, UT, 84601
801-373-1508

To Whom It May Concern:

Bismarck Aero Center has performed maintenance on our Beechcraft 1900C aircraft on many occasions during the last year. I have been very pleased with all aspects of their service.

Specifically, they have been faithful in performing the work as scheduled and are knowledgeable and proficient on this type of aircraft. They have stayed after-hours and worked weekends to keep our planes on schedule. I do not hesitate to request maintenance with BAC whenever necessary.

I am especially pleased with their practice of communicating with me before, during and after the tasks.

I can recommend Bismarck Aero Center without reservation to anyone needing aircraft maintenance.

Respectfully,

Jerry Bowman
Alpine Air

July 10, 2014

Travis Ystaas, Chief Pilot
Missouri Valley Aviation Management, LLC
919 South 7th Street, Ste. 405
Bismarck, ND 58504

To Whom It May Concern:

It is my pleasure to recommend Mike Aarestad, Howard Burns and their staff of mechanics at Bismarck Aero Center to any individual, company or flight department requiring aircraft service.

I have known Mr. Aarestad and Mr. Burns for nine years and I've gotten to know the rest of their staff over the last six years they've been maintaining our past and present aircraft- a Beechcraft Premier, Bombardier Challenger 300 and Cessna Citation CJ4. Their dedication to service is second-to-none, always meticulous with their work and completing projects within the timeframe promised. From routine tire changes to our biggest phase inspections, we trust Mike, Howard and staff to get the job done on-time and on- budget.

Any time we have a discrepancy on our aircraft, the staff of Bismarck Aero Center has stayed late into the night, or come in well before business hours to repair the aircraft so we can fly our next trip. They make us feel like our aircraft is their number one priority, and we're very fortunate to have them as our trusted maintenance shop at the Bismarck Airport.

I would recommend Bismarck Aero Center to anyone, Bismarck based or transient, without hesitation.

Respectfully,

A handwritten signature in black ink, appearing to read 'Travis Ystaas', with a stylized, flowing script.

Travis Ystaas

**BASIN ELECTRIC
POWER COOPERATIVE**

1717 EAST INTERSTATE AVENUE
BISMARCK, NORTH DAKOTA 58503
PHONE: 701-223-0441 FAX: 701-557-5336

July 9, 2014

Mr. Jon Simmers, CEO
Bismarck Aero Center
2301 University Drive, Bldg 53
Bismarck, ND 58504

Dear Mr. Simmers,

Bismarck Aero Center may use Basin Electric Power Cooperative as a reference for the NDDOT Request for Proposal for aircraft maintenance work. The NDDOT may either write to me at the address above or call me anytime.

Basin Electric has had a positive relationship with Bismarck Aero Center, formally Aircraft Management Services, since you started offering maintenance services. Basin Electric has had simple oil changes to complex maintenance inspections performed on our business jets and turboprop aircraft by your employees.

Basin Electric has been pleased with quality of work performed by your staff, response time, working within short defined time period, billing procedures, and FAA paperwork requirements.

If I can be of further assistance, please let me know.

Sincerely,

Fred Adams

Fred Adams, CAM
Chief Pilot/Travel Supervisor

July 7, 2014

Sirs:

I am writing today to strongly endorse Bismarck Aero Center for aircraft maintenance and avionics. I personally have used Bismarck Aero and recently Howard Burns for my aircraft maintenance and found that Howard and his staff are knowledgeable and do a extremely competent job. I have had aircraft avionics upgrade preformed as well with minimum down time and very price competitive estimates. Aircraft maintenance and equipment goes beyond aircraft performance as it is a safety issue and I trust Bismarck Aero Center to ensure my aircraft is receiving the best of care.

Henry L. Reichert MD
701-471-1102
rhank51@yahoo.com

Jon Simmers

subject: FW: DOT Maintenance RFP

From: Darrel Pittman [<mailto:atcpn@bis.midco.net>]
Sent: Monday, July 14, 2014 2:28 PM
To: Jon Simmers; pskinner@capnhq.gov
Subject: RE: DOT Maintenance RFP

Jon,

I have been terribly busy and have not gotten it done, sorry.
If this email will help, use as you see fit, Darrel

I highly recommend Bismarck Aero Center for the renewal of the upcoming maintenance contract.

Darrel Pittman, Lt Col, Civil Air Patrol
Vice Commander/LGM – ND Wing
2805 Bernell Dr.
Bismarck, ND 58503-6409
701-391-7760



Appendix D – Risk Management

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



July 10, 2014

To Whom It May Concern-

We have reviewed the insurance requirements as outlined in the Risk Management Appendix and find Bismarck Aero Center/Mandan Aero Center to be in full compliance with the aviation general liability requirements. Should any party have questions concerning the coverages carried on the Bismarck Aero Center/Mandan Aero Center aviation insurance policies please don't hesitate to contact me

Sincerely,

A handwritten signature in black ink, appearing to be "TH", is written below the word "Sincerely,".

Tom Hauge-Aviation Insurance Broker / Wings Insurance

Enclosure



Appendix E – Financial Viability

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



July 14, 2014

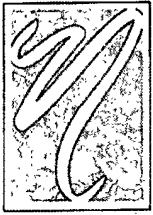
To whom it may concern:

I have been working with Aircraft Management Services dba. Bismarck Aero Center since 2007 as their accounting consultant. Bismarck Aero Center is a mature company that has continuously looked toward the future in making responsible and prudent business decisions.

The management of the business has made great strides at improving profitability over the past three years and they are on track for another great year in 2014. I have a great deal of respect for the management of Bismarck Aero Center for their conservative and ethical approach to carrying out their day to day operations. Their loyal customer base is evidence of their concern for the care of their customers. I would highly recommend Bismarck Aero Center for anyone in need of their services.

Sincerely,

Jon Goodhart, CPA



BNC
National Bank
The Art of Financial Success

322 East Main

Bismarck, ND 58501

www.bncbank.com

Telephone: (701) 250-3000

Fax: (701) 250-3028

July 7, 2014

Re: Bismarck Aero Center

To Whom It May Concern:

BNC National Bank has maintained a relationship with Aircraft Management Services dba Bismarck Aero Center since 2005. During this time, we have developed a very good working relationship with the executive management team of the company and have a high level of comfort in their ability to manage and operate a business. Throughout the relationship, all banking accommodations have been handled as agreed. Feel free to use me as a reference if you have any questions about Aircraft Management Services, its management team, and their track record with our bank.

Regards,

Craig Hanson
Business Banking Officer
BNC National Bank





PO Box 2056 :: Jamestown, ND 58402-2056
701-253-5600 :: Fax 701-253-5757
800-708-8348
unisonbank.com

July 8, 2014

Re:, Bismarck Aero Center, Aircraft Management Services, Robert Simmers, Simson Investment Company

To Whom It May Concern:

This is a letter of reference of Robert Simmers, Simson Investment Company Inc (SIC), Aircraft Management Services (AMS) and Bismarck Aero Center (BAC) in response to the NDDOT's RFP. Unison Bank has developed an extensive relationship with Robert Simmers (Simmers Family). This banking relationship has continued with SIC, AMS and BAC. The banking relationship is over 35 years old and is continuing.

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

Unison Bank would strongly recommend the NDDOT to continue to grow their relationship with SIC, AMS and BAC. Bob and Jon have a strong business plan in place and are always looking to expand when possible. If you have any questions, please feel free to contact myself at 701-952-5683 or rtimm@unisonbank.com.

Sincerely,

Rory J Timm
Vice President



Appendix F - Amendment No. 1 (Signed Copy)

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: Vanessa Brosten, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: July 3, 2014
Re: RFP 902-16-14-050, Aircraft Maintenance Service

The responses to these questions are provided as addenda to the solicitation. The solicitation is amended to include any new information provided in this amendment.

The following questions have been asked:

Question 1) In section 2.03, the RFP is requesting information about previous employees. In the interest of confidentiality, is it acceptable to list alias names for the past technicians?

Answer 1) The RFP does not request names of past employees, therefore, names of past employees do not have to be provided.
No amendment necessary.

Question 2) In section 3.11, the RFP suggests that the State will not make advanced payments before performance of services. Please consider providing a few examples of extraordinary circumstances. Is it possible for extraordinary circumstances to include large dollar component replacements such as avionics upgrades, engine replacements, and etc.?

Answer 2) Examples of extraordinary circumstances are high dollar items such as avionics upgrades, engine replacements, etc. Each circumstance will be reviewed on a case by case basis.
No amendment necessary.

Question 3) In section 5.01, the RFP Content is limited to 10 pages excluding cover letter, amendments and other required enclosures. Is the Offeror allowed to exclude table of contents from the 10 page limit?

Answer 3) DELETE: Paragraphs 2 and 3, Section 5.01 Proposal Format and Content.
DELETE: Item 4, Section 5.08 Offerors Checklist.
The solicitation is hereby amended.

The following changes have been made:


Replace Attachment 7.13 Risk Management Appendix, Service Contracts with Private Individuals, Companies, Corporations, Etc. with the attached Risk Management Appendix, Aircraft Product/Service Contracts with Private Individuals, Companies, Corporations, Etc.
The solicitation is hereby amended.

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: 701-328-2571
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> Jonathan P. Simmers CEO	
SIGNATURE 	DATE 7-18-14

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





Appendix G – Service Reporting Documents

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

Run: 6/19/2014
4:10PM

Aircraft Management Services Inc.

Page: 1

Shop Order Total Billings Report

Includes Shop Orders Closed From: 4/01/2014 Through: 4/30/2014

Shop Order #	Account Name	Close	Aircraft #	Inventory	Labor	Other	Total
BAC-14-9327	ND Dept. Of Transportation	4/17/2014	N200ND	35.88	205.00	0.00	240.88
Totals:				35.88	205.00	0.00	240.88

Totals By Category:

Inventory:

Total Parts:	35.88
Total Fuel:	0.00
Total Oil:	0.00
Total Outside Parts:	0.00
	35.88

Labor:

Total Hourly Labor:	205.00
Total Flat Fees:	0.00
	205.00

Other:

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

Grand Totals:	240.88
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Notes: Report Period: 4/01/2014 Through: 4/30/2014
Account: ND Dept. Of Transportation 200ND



Aircraft Management Services Inc.
BISMARCK AERO CENTER
 2301 University Drive Bldg 53
 Bismarck, ND 58504
 Office (701) 223-4754
 Fax (701) 223-9566

Work Order: BAC-14-9327 **Opened:** 4/17/2014
Acct Number: N200ND **Closed:** 4/17/2014

Sold To: ND Dept. Of Transportation 200ND
 Attn: Maintenance Manager
 2301 University Dr. Bldg. 41
 Bismarck, ND 58504 United States

Ship To: ND Dept. Of Transportation 200ND

Aircraft Number:	N200ND	Type:	B200	S/N:	BB1612
Total Time:		Hobbs Time:	4,266.8	Tach Time:	
				LG Cycles:	

Discrepancy: 1

Item:

12 month lube of upper forward wing bolts.

Action Taken:

Complied with 12 month of lube of both upper forward wing bolts per B200 Maintenance Manual chapter 12-80-00-301.

Tech: JW

Inspector: HB

Charges This Item:

1.00 Hours @	82.00	\$	82.00
Total For This Discrepancy:			\$ 82.00

Discrepancy: 2

Item:

6 month check of standby battery due.

Action Taken:

Complied with 6 month standby battery charge check per Garmin G1000 system manual section 4.16.1. Capacity check due on standby battery 10-31-2014.

Tech: JW

Inspector: HB

Charges This Item:

1.00 Hours @	82.00	\$	82.00
Total For This Discrepancy:			\$ 82.00

Discrepancy: 3

Item:

Tail light navigation inoperative.

Action Taken:

Installed new bulb (P/N A510-28V). Operational check good.

Tech: JW

Inspector: HB

Charges This Item:

0.50 Hours @	82.00	\$	41.00
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Part Number	Description	Credit	Quantity	Units	List Price	Disc	Unit Price	Extended
A510-28	Bulb		1.00	Each	50.000	28	35.880	\$ 35.88
Total For This Discrepancy:								\$ 76.88

Aircraft Management Services Inc.
B I S M A R C K A E R O C E N T E R
2301 University Drive Bldg 53
Bismarck, ND 58504
Office (701) 223-4754
Fax (701) 223-9566

Summary:

Total Parts:	\$	35.88	Total Labor - 2.50 Hours:	\$	205.00
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Totals:

SubTotal:	\$	240.88
Total Charges:	\$	240.88
Amount Remaining:	\$	240.88

There has been a 4% shop supply fee applied to this work order based upon labor.
Other pertinent details of this work order are on file.

Balances not paid within 30 days are subject to a 1.5% interest rate, equaling 18% annually.

EFFECTIVE 7/1/14, this interest charge will be assessed on all past due balances.

BAC reserves the right to file a FAA Mechanics Lien on all account balances that are past due.
Thank you for your business.