



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 9/1/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Textron Aviation, Inc. (Headquarters: Wichita, KS)

***Project Title/Description:**

Cessna Caravan 208 Aircraft (2)

***Purpose:**

Award: Purchase Order No. PO-PO-21-08. This contract is for a one-time award in the discrete amount of \$4,546,454.94 (including vehicle use tax).

This award package also includes a Resolution to approve the Limited Power of Attorney (LPOA) authorizing the Administering Department's appointed agents to sign documents, including Federal Aviation Administration documents, inspect and accept delivery of the aircraft on behalf of the Board of Supervisors.

Administering Department: Sheriff

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 20-155 is recommended to Textron Aviation, Inc., with which County has negotiated an acceptable agreement.

PRCUID: 382091

Attachment: Purchase Order and Board Of Supervisors Resolution

***Program Goals/Predicted Outcomes:**

Replacement of department's aging fixed-wing surveillance aircraft and a deployed aviation presence at Ajo Airport.

***Public Benefit:**

Increased fleet size and operational capabilities to expand law enforcement surveillance across the entire County.

***Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

***Retroactive:**

No.

To: COB 8-18-20
Vess: 1
Pgs: 95

Procure Dept 08/18/20 HM0953

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 21-04
Commencement Date: 9/1/20 Termination Date: 5/31/21 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 4,546,454.94 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Certificates of Participation

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Michael Warren CPPB, Procurement Officer **MWarren**
Digitally signed by MWarren
Date: 2020.08.14 10:47:23
+0700

Department: Procurement Mary Jo Furphy Digitally signed by Mary Jo Furphy
Date: 2020.08.14 10:47:23
+0700 Telephone: 724-3730

Department Director Signature/Date: Byron Gaultney 8/14/20 CHIEF DEPUTY BYRON GAULTNEY

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Deuelbey 8/14/2020
(Required for Board Agenda/Addendum Items)



PURCHASE ORDER

PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:21000000000000000008

PO Version: 1

Page: 1 of 2

SHIP TO	PCSD HANGAR
	1840 E. VALENCIA
	TUCSON AZ 85706
T O	Requested By: BENJAMIN HILL
	Dept: PO Phone: 9999999999

BILL TO	PIMA COUNTY FINANCE & RISK MANAGEMENT - ACCOUNTS PAYABLE
	PO BOX 791
	TUCSON AZ 85701
T O	

VENDOR	Texttron Aviation Inc	Contact: Debbie Hankins
	10511 E Central Ave	Phone: 316-515-7464
	Wichita KS 67206	Email: dkhankins@txtav.com
		Terms: 0.00 %
		Days: 30

Issued By: MICHAEL WARREN	Total: \$4,546,454.94
Issued Phone: 5207243730	FOB: FOB Dest, Freight Allowed
Issued Email: michael.warren@pima.gov	Shipping: Vendor Method
Issued Date: 08-14-2020	Delivery: Will Call
PO Description Cessna Caravan 208 Aircraft	
Modification Reason This contract is for a one-time award in the discrete amount of \$4,546,454.94 (including vehicle use tax). Contractor will deliver one (1) aircraft on or about 1/20/2021 and one (1) aircraft on or about 3/20/2021. County will take delivery of each aircraft at the Contractor's facility in Independence, KS.	
Attachment: Offer Agreement	

This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PURCHASE ORDER DETAILS

PO No:21000000000000000008 PO Version: 1 Page: 2 of 2

Line	Description	Line Subtotal					Delivery Date
1	Cessna Caravan 208 Aircraft (less deposit Line 2)	\$3,483,170.00					03-20-2021
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$1,741,585.00				
2	Up Front Deposit	\$700,000.00					09-02-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$350,000.00				
3	One (1) Over & Above Pilot Initial Training	\$12,405.00					05-01-2021
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$12,405.00				
4	One (1) Over & Above Maintenance Initial training	\$7,860.00					05-01-2021
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$7,860.00				

OFFER AGREEMENT**1. INTENT: (AMENDED)**

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with two (2) Cessna Caravan 208 Aircraft as specified in Section 4. of this agreement.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive. **County may terminate this agreement within the terms stated in Section 11. DELIVERY of the Standard Terms and Conditions.**

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS: (AMENDED)

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised Purchase Order document setting forth the requested changes.

Before any requested configuration change is made to the Purchase Order for the aircraft or other items, both parties must mutually agree in writing to the change. Both parties agree the mutually agreed to change may result in an adjustment to (i) the Total Purchase Price which will include the price of the change and the County's charge or credit, if any, for the change, (ii) payment schedule, if applicable, and (iii) delivery schedule of item changed, if applicable.

Contract revisions will occur through the issuance by County to Contractor of a revised Purchase Order document setting forth the requested changes.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

4. PRODUCT SPECIFICATIONS & SCOPE: (AMENDED)

Contractor will provide County with two (2) Cessna Caravan 208 aircraft to include all options, modifications and designs specified in the following contract documents:

- **EXHIBIT A – PROPOSAL SM20-D-050-02** dated 7/27/20 (4 pages)
- **EXHIBIT B – PAINT SCHEME** dated 6/24/20 (1 page)
- **EXHIBIT C – SPECIFICATIONS AND DESCRIPTION** dated Sept 2018, Serial No. 208-0651 to TBD (41 pages)
- **EXHIBIT D – OPTIONAL EQUIPMENT SELECTION GUIDE** dated Feb 2020, Revision A (26 pages)
- **EXHIBIT E – PROADVANTAGE REGISTRATION FORM** dated 10/2019 (37 pages)
- **EXHIBIT F – KANSAS SALES TAX EXEMPTION CERTIFICATE** undated (1 page)

- a) **Aircraft Definition and Price.** Contractor is selling and County is purchasing two (2) of the aircraft identified herein as (i) described in EXHIBIT A ("Proposal"), EXHIBIT B ("Paint Scheme"), EXHIBIT C ("Specification"), and EXHIBIT D ("Optional Equipment") of this Agreement, and (ii) as otherwise specified in this Agreement (hereinafter the "Aircraft") for the price set out in EXHIBIT A. This Agreement contains the sole description of the Aircraft binding on Contractor. Contractor is not bound by descriptions, advertisements, statements, or representations about the Aircraft that are not contained in this Agreement. Any change to the Base Price, Total Purchase Price, or other pricing will be agreed to by the parties in an Amendment as defined in Section 2 of this Agreement, except as otherwise provided herein.
- b) **Contractor Provided Services.** The price of the Aircraft includes Contractor provided services setout in the Specification.
- c) **Revisions to the Specification.** Contractor can revise the Specification if the revision is necessary or appropriate (i.e., occasioned by product improvements, supplier requirements, or government regulation changes), as long as the revisions do not result in a material reduction in the Aircraft's performance standards as described in the Specification. These revisions may result in a change to when the Aircraft is Ready for Delivery. Contractor will notify County of any such revisions and, as soon as practicable, if the revisions will affect when the Aircraft is Ready for Delivery. Contractor will not be liable to County for any delay resulting from revisions to the Specification.

4.1. Documentation. Contractor shall provide the following documents upon delivery and acceptance of each aircraft:

- a) A US Standard Airworthiness Certificate (FAA8100-2) issued by the Federal Aviation Administration (FAA).
- b) FAA-approved Supplemental Type Certificates (STC) on applicable airframe and/or powerplant configurations.
- c) A Statement of Compliance with all airworthiness directives.
- d) All titles, registrations, and legal ownership documents designating "**Pima County Board of Supervisors**" as owner of the aircraft. **Titles must pass to County upon aircraft acceptance and final payment.**
- e) Pilot Operating Handbook, Garmin Cockpit Reference Guide, Airplane Flight Manual, Weight and Balance Manual, log books for aircraft, engine, and propeller, aircraft equipment list, pilot's checklist, and a weight and balance report for each aircraft.
- f) On-line access to CesNav Weight and Balance, illustrated airframe parts catalog, airframe service bulletins and service letters, service repair manuals, structural repair manuals, illustrated engine parts catalog, engine maintenance manuals, and engine service bulletins and service letters for each aircraft.
- g) Manufacturer's recommended product list of petroleum, oils and lubricants required to comply with airframe and powerplant service schedules and warranties.

4.2. Training. Contractor will provide pilot and mechanical training, in accordance with EXHIBIT C, Article 18 Training Agreement, summarized as follows:

- a) Five (5) pilots – Nine (9) days of Cessna Caravan G1000 initial training provided to each pilot by Flight Safety Textron Aviation Training (FSTAT) at an available FSTAT facility. Four (4) courses are included with purchase of aircraft excluding travel expenses. County will pay for one (1) course including travel expenses.
- b) Three (3) mechanics – Eight (8) days of Cessna 208 Series Maintenance Training provided to each mechanic by Flight Safety Textron Aviation Training (FSTAT) at the Textron/Cessna facility. Two (2) courses are included with purchase of aircraft excluding travel expenses. County will pay for one (1) course including travel expenses.

5. OFFER ACCEPTANCE AND ORDER RELEASES: (AMENDED)

The County Board of Supervisors will execute this contract by approval and award of a PO (discrete requirement) to be effective on the date of approval without further action by either party. The Purchase Order will document the term of the contract and define the delivery dates for the items and/or services.

Contractor must not supply materials or services that are not specified on the PO and are not documented or authorized the PO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented on the PO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Purchase Order will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT: (AMENDED)

The PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount. County will make no payments for items not in the contract.

7.1. Pricing and Payment Terms: Purchaser will pay Seller the Total Purchase Price as specified in Exhibit A and any other mutually agreed upon charges pursuant to terms of this Agreement.

- a) Initial Deposit. When Purchaser Awards and returns this Agreement to Seller it will also pay to Seller the Initial Deposit amount specified in Exhibit A. Unless and until such Initial Deposit is received and accepted by Seller and Seller signs this Offer Agreement as set out in Section 18, this Agreement is non-binding.
- b) Additional Deposits. If applicable, Purchaser will pay to Seller the additional pre-delivery deposits set out in Exhibit A.

- c) **Balance of Payment.** Following the Acceptance and Delivery process set out in Offer Agreement, Section 8. DELIVERY and as further setout therein, the Balance of Payment must be made by Purchaser and received by Seller on or before the time the Aircraft is delivered on the Delivery Date. Charges which are Purchaser's responsibility under the terms of this Agreement but are unknown when the Balance of Payment is due will be paid by Purchaser within seven (7) calendar days of the date of Seller's invoice to Purchaser.
- d) **Acceptable Methods of Payment.** Each payment whether a deposit or the Balance of Payment must be made in United States dollars by a single wire transfer in accordance with the Wire Instructions set out below. Payment documentation must show that funds came directly from Purchaser or other source approved by Seller in Seller's sole discretion using the following instructions:

- i. Wire transfers must reflect Purchaser's name as originator and be sent to Seller's account as follows:

JP Morgan Chase Bank
1 Chase Manhattan Plaza
New York, NY 10081
Textron Aviation Inc.
Corporate Account No. 910-1-209543
ABA Routing No. 0210 00021
Swift Code CHASUS33

- ii. Customer name and payment reference must be typed on the transfer.
iii. Instruct the issuing bank to transfer the total value to the beneficiary.
iv. All bank charges are for the account of the opener.

7.2. **Changes.** Any direction or information seeking to change these Wire Instructions must be confirmed by written amendment to this Agreement and verbal confirmation from Seller.

7.3. **Invoices.** All Invoice documents will reference the County's PO number under which the products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).**

8. DELIVERY: (AMENDED)

Contractor will deliver one (1) aircraft on or about 1/20/2021 and one (1) aircraft on or about 3/20/2021. County will perform acceptance inspections and take delivery of aircraft at the Contractor's facility in Independence, Kansas. It is further understood Textron Aviation's standard delivery process provided below for each aircraft will occur and the terms provided here in will be incorporated in any contract award as follows:

8.1. **Acceptance and Delivery.** On each aircraft's scheduled delivery date, County will review the Aircraft (and following the procedure set out herein accept delivery) at the Contractor's facility in Independence, Kansas or County may elect to waive review and accept the Aircraft by written waiver.

- a) **Review.** On each aircraft's scheduled delivery date, Contractor will present the Aircraft in ready for delivery condition. County may review the aircraft, including a flight test of not more than two (2) hours induration. The flight test will be controlled by Contractor and a total of two (2) of County's representatives may participate in the flight test. If County's review reveals any material discrepancy in the Aircraft, County will immediately notify Contractor in writing of any such discrepancy, Contractor will have a reasonable time to correct the discrepancy and, if necessary, the Delivery Date, in Contractor's sole discretion, will be adjusted. Following cure of any such discrepancy, the parties will continue with the Aircraft acceptance.
- b) **Delivery Date Events.** Following the procedure set out in (a.) above, these three events must occur on the Delivery Date: (i) if not previously paid, County will pay to Contractor and Contractor will receive and accept the full balance due to Contractor under this Agreement for known charges, (ii) County will take delivery of the Aircraft and execute the delivery documents, and (iii) County will remove the Aircraft from Contractor's premises unless otherwise agreed to by the parties to accommodate post-delivery work on the Aircraft.
- c) **Acceptance.** Acceptance of the Aircraft, as evidenced by a receipt acknowledging acceptance, will constitute County's agreement that the Aircraft conforms to the Specification, other requirements of this Agreement, and is otherwise acceptable to County.
- d) **Failure to Review/Compliance with Delivery Date Events.** If County fails to (i) review the Aircraft or waive review, or (ii) comply with all Delivery Date Events set out in (b.) above, County will be in breach and the provisions of Default by County included in Article 11 Delivery, in the Pima County Standard Terms and Conditions, will apply.

- e) **Delivery.** Contractor will deliver the Aircraft EXW (EX Works - INCOTERMS 2010) at the Contractor's facility in Independence, Kansas. Upon delivery, Contractor will consent to the registration of interests with the Cape Town Convention International Registry, if applicable. At no time prior to delivery will County register, consent to, or permit any third party to register any interest under the Cape Town Convention. County will pay all fees and costs (including legal fees) associated with registering any interest under the Cape Town Convention. If this Agreement is canceled or terminated for any reason and County is entitled to reimbursement, the reimbursement is conditioned upon (i) County discharging any registration created by or through it or by persons claiming by or through it, and (ii) County presenting Contractor with evidence of the discharge. Contractor will be entitled to offset any costs, fees, or expenses incurred as a result of County's failure to discharge the registration.

8.2. **Risk of Loss; Transfer of Title; Registration.** After the Aircraft has been accepted by County, County has executed the delivery documents, and Contractor has received and accepted all monies owed as set out in Article (b)(i) above, then Contractor will furnish to County a Bill of Sale transferring ownership of the Aircraft to County free and clear of all liens, privileges, encumbrances, charges, and rights of others either directly to County or, in the case of financed Aircraft, per the terms of fully verifiable executed finance documentation. Risk of loss for the Aircraft will transfer from Contractor to County upon Contractor's delivery of the Bill of Sale to County. County has sole responsibility for (i) obtaining all permits, licenses, and approvals for importation and operation of the Aircraft, (ii) registering the Aircraft with the United States registry or other applicable national civil aviation registry and timely providing any information to Contractor necessary for such registration, and (iii) operating the Aircraft upon delivery.

9. TAXES, FEES, EXPENSES: (AMENDED)

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

9.1. **Kansas Sales Tax Exemption Certificate.** At final delivery of each aircraft at Contractor's facility in Independence, Kansas, a "KANSAS SALES TAX EXEMPTION CERTIFICATE" (Exhibit F) will be presented by the Contractor for signature by the County certifying that the sale to the County of the aircraft is exempt from the tax levied by the Kansas retailers' sales and compensating tax act.

9.2. **Taxes/Custom Charges.** The Total Purchase Price does not include any sales, use, personal property, value-added, excise, or similar tax or assessments which may be imposed by any governmental authority upon this sales transaction, upon the Aircraft and equipment at delivery or thereafter, and use of the Aircraft by County (collectively "Taxes"), and any such Taxes, if imposed, will be County's responsibility. County is also responsible for (i) any and all import duties or other custom charges (collectively "Custom Charges"), and (ii) any withholding taxes, or other charges (collectively "Other Charges") imposed by any governmental authority at delivery or thereafter (except Contractor's income or gross receipt taxes). County agrees to pay and indemnify Contractor against such Taxes, Custom Charges and Other Charges so that in all instances Contractor receives payment, after Taxes, equal to the Total Purchase Price. County agrees to execute any documentation necessary to avoid the imposition of or to receive an exemption from applicable sales or other taxes. These provisions will inure to any successor or permitted assignee of County and will survive until six (6) months after the expiration of any applicable statute of limitations. Contractor is responsible for the payment of its income, gross receipts taxes, and other charges and assessments levied on the Aircraft, its equipment, ownership and use prior to delivery to County.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-PO-382091-NS/SS, Amendment 1 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Amendments, Exhibits, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, persona; and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

Contractor acknowledges that it incorporates the following solicitation amendment(s) in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: N/A

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD: (AMENDED)

The Board of Supervisors must approve the contract and award the PO in accordance with Pima County Procurement Code. The Procurement Director's signature on this agreement is solely for the purpose of accepting the negotiated terms and conditions and does not constitute execution of contract.

5. WAIVER:

Each Offeror, by submission of a proposal or bid waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY: (AMENDED)

Both parties agree to warranty terms set forth in EXHIBIT C and Article 48. (ADDED).

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement ("MA"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY: (AMENDED)

11.1. DEFAULT BY PURCHASER. This Agreement may not be canceled or terminated by Purchaser except as set out in this Agreement. The following events will be considered a default by Purchaser under this Agreement: (i) Purchaser informs Seller by any means that it will not take delivery of the Aircraft on the Delivery Date and Seller does not agree in writing to a later Delivery Date, (ii) Purchaser fails to make, when due, any payment for which it is responsible under this Agreement, (iii) Purchaser fails to comply with the provisions of ACCEPTANCE AND DELIVERY, paragraph b., incorporated in Offer Agreement, Section 8, or (iv) Purchaser breaches any of its other obligations under this Agreement and such breach is not cured within seven (7) calendar days of the date of Seller's notice of default to Purchaser.

- a) The parties agree that Seller's damages in the event of such breach are difficult to quantify, but that the liquidated damages identified herein are the parties' reasonable estimate of those damages. In the event of any default by Purchaser prior to Aircraft delivery, including breach of ACCEPTANCE AND DELIVERY, paragraph b.(i) or b.(ii), incorporated in Offer Agreement, Article 8. DELIVERY, Seller is entitled to retain all paid deposits and to receive from Purchaser all remaining deposits due at the time of Purchaser's default not as a penalty but as liquidated damages and thereafter the parties' rights and obligations under this Agreement will end.
- b) The parties agree that if Purchaser fails to cause the Aircraft to depart Seller's premises on the Delivery Date as set out in ACCEPTANCE AND DELIVERY, paragraph b.(iii), incorporated in Offer Agreement, Article 8. DELIVERY, Seller is entitled to receive from Purchaser reasonable liquidated damages for this default in the amount of \$1,000 per day from the day after the Delivery Date until the Aircraft departs Seller's premises. The Aircraft will not be released until Purchaser has paid in full these post-delivery liquidated damages. Purchaser will indemnify and hold Seller harmless from and against all losses, damages, claims, liabilities, and causes of action of every kind, character, or nature arising out of or related to Purchaser's failure to cause the Aircraft to depart Seller's premises on the Delivery Date. Further, if Purchaser defaults in performance of this Agreement and any pilot or mechanic training course has been taken by or on behalf of Purchaser, then Purchaser will also reimburse Seller for such training at retail rates within ten (10) calendar days of the date of Seller's invoice.

11.2. AIRCRAFT DELIVERY DELAY; FORCE MAJEURE; RETURN OF DEPOSIT AS SOLE REMEDY.

- a) Delay for Any Cause. If Seller fails to deliver the Aircraft in conformance with specifications on the Delivery Date, except as the result of a Force Majeure Event as discussed in 11.2.b), Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 120 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in 11.2.c) (i).
- b) Force Majeure Event. If Seller fails to deliver the Aircraft on the Delivery Date and the failure to timely deliver is the result of a Force Majeure Event which includes, but is not limited to, strikes, lockouts, or other labor or industrial disturbances; riots; epidemics; war; governmental actions, inactions, or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government and Seller's inability to obtain any governmental certification, export, or airworthiness approval for the Aircraft); fire; weather; delay in supplier deliveries; or other cause beyond Seller's control, Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 180 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in 11.2.c) (ii).
- c) Purchaser's Damages.
 - (i) If Seller fails to deliver the Aircraft within 120 calendar days after the Delivery Date as contemplated in 11.2.a), the parties can, on or before the 120th day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement will end on the 120th day after the Delivery Date, Seller will return to Purchaser all paid deposits plus interest under the formula set out in 11.2.c) (iv), and the parties will have no further liability to each other. The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.
 - (ii) If Seller fails to deliver the Aircraft within 180 calendar days after the Delivery Date as contemplated in 11.2.a), the parties can, on or before the 180th day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement will end on the 180th day after the Delivery Date, and the parties will have no further liability to each other except, however, Seller will refund to Purchaser all paid deposits without interest. Notwithstanding any other provision of this Agreement, if it becomes apparent Seller will not be able to deliver the Aircraft as scheduled because of a Force Majeure Event, Seller can forthwith refund to Purchaser all paid deposits without interest, the parties' rights and obligations under this Agreement will end and the parties will have no further liability to each other.
 - (iii) The parties agree Purchaser's sole remedy for Seller's failure to deliver or to perform any of its obligations under this Agreement is limited to the return of Purchaser's paid deposits, plus interest if applicable.

(iv) Interest to be paid to Purchaser under 11.2.c)(i) will be computed as follows: Interest on the deposit(s) will be computed from the date Seller received the respective deposit(s) to the date Seller forwards the deposit(s) to Purchaser. Interest will be paid at the one month LIBOR rate published in The Wall Street Journal under "Money Rates" on the first day of the month in which it is determined the deposit(s) will be returned.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS: (AMENDED)

Both parties agree to terms set forth in Article 11 of these Standard Terms and Conditions.

15. PAYMENT TERMS: (AMENDED)

Both parties agree to terms in Offer Agreement Section 7 and EXHIBIT A – PROPOSAL.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT: (AMENDED)

Both parties agree to terms set forth in Article 11 of these Standard Terms and Conditions.

18. FRAUD AND COLLUSION: (AMENDED)

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure this contract.

Contractor also certifies that it has no knowledge of any County officer or employee having a direct or indirect financial interest in Contractor's proposal or resulting contract.

19. COOPERATIVE USE OF RESULTING CONTRACT: Not Applicable.**20. PATENT INDEMNITY: (AMENDED)**

a. Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

b. Indemnification. If Purchaser requests that Seller apply or incorporate any Purchaser specified designation, including, but not limited to, artwork, logo, design, paint scheme, trademark or trade name, Purchaser will be solely responsible for, indemnify and hold Seller harmless for any and all losses, claims, damages, expenses and costs, including attorney fees, arising from claims of any infringement of any intellectual property rights.

21. INDEMNIFICATION: (AMENDED)**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS: (AMENDED)

The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

- a) **Mutual Compliance.** Both parties will comply with all applicable laws, rules, and regulations, including, but not limited to, all United States export, re-export, import and customs laws and regulations, the USA Patriot Act, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. Both parties will obtain authorizations, permits, or licenses as required. Purchaser will provide Seller, as requested by Seller, with documentation such as import and re-transfer statements or certificates and information reasonably related to Seller's compliance with applicable laws and regulations. If Purchaser fails to provide Seller with requested documentation or information, Purchaser will be in breach of this Agreement and Seller will have the remedies set out herein. If Seller is unable to secure any required authorizations, permits, or licenses or if the transaction contemplated by this Agreement becomes prohibited by applicable law, executive order or regulation issued by the U.S. Government or other foreign government or political body to which Seller is subject, then the provisions of 11.2.b) will apply.
- b) **End-Use/User Confirmation.** Purchaser will submit a completed End User Certification (reference Exhibit 1 included with this Agreement) at least thirty (30) calendar days prior to when the Aircraft is Ready for Delivery. If this Agreement is executed within thirty (30) calendar days of the Ready for Delivery date, Purchaser will submit the completed End User Certification prior to Aircraft delivery. This certification must identify the (i) end-user of the Aircraft, (ii) end-use of the Aircraft, and (iii) country(s) where the Aircraft will be registered and operated. If this information changes prior to Aircraft delivery Purchaser will submit an updated End User Certification.

24. ASSIGNMENT: (AMENDED)

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval. Purchaser may not assign this Agreement or any right, title, interest, duty, or obligation under this Agreement (collectively "Assignment") without Seller's prior written consent. Seller will not consent to an Assignment to any business entity whose name includes one or more of Seller's trademarks or trade names. A direct or indirect change of more than fifty-one percent (51%) of Purchaser's ownership interest will be deemed an Assignment and breach of this Agreement unless Seller has specifically consented to the change in writing. Any attempted Assignment by Purchaser that does not conform with this Agreement will be null and void, constitute a breach of this Agreement, and Seller will have the remedies set out herein. At no time prior to delivery will Purchaser engage in speculation or any attempted selling or marketing of the Aircraft or its delivery position either directly or through a third party.

25. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS: Not Applicable.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT: Not Applicable.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION: (AMENDED)

Both parties agree to terms set forth in Article 11 of these Standard Terms and Condition.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS: (AMENDED)

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: **Offer Agreement attached to a PO**; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS: (AMENDED)

The parties shall execute the fully signed Offer Agreement with a PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument

For the purposes of the PO, the fully signed Offer Agreement and the formal PO awarded by County Board of Supervisors, are each an original and together constitute a binding agreement, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT: (AMENDED)

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, **County is not liable to Contractor by reason of such determination except for remedies set forth in Article 11 of these Standard Terms and Conditions.**

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE: (AMENDED)

If Contractor, under this Contract, furnishes labor, time or effort to County within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects Contractor to penalties up to and including termination of the Contract. County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

ADDITIONAL NEGOTIATED TERMS AND CONDITIONS**45. OUTSIDE COMPLETION OF SUPPORT: (ADDED)**

Purchaser acknowledges and agrees that Seller has no responsibility to provide any documentation or data to Purchaser or Purchaser's designated customizing supplier to support any outside completion effort not included as part of this Agreement. If, in Seller's sole discretion and upon its terms, such documentation or data is supplied to Purchaser's designated customizing supplier, any delays or costs that result from such support will be the sole responsibility of Purchaser and its designated customizing supplier.

46. LIMITATION OF LIABILITY: (ADDED)

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, LOSS OF CONVENIENCE, LOSS OF VALUE OR COMMERCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

47. NOTICES: (ADDED)

Except as otherwise provided herein, notices required under this Agreement will be in writing, in English, and sent by electronic mail ("E-Mail") with confirmation; by courier; or by registered mail return receipt requested. Notice to Seller will be sent to Seller's E-Mail address or address set forth in this Agreement. Notice to Purchaser will be sent to Purchaser's address set forth in this Agreement or to Purchaser's E-Mail address provided by Purchaser. E-Mail addresses and addresses may be changed by either party upon notice, per the terms of this Article, to the other. All notices will be deemed given on the date they are transmitted or placed in the hands of courier or post for delivery.

48. ADDITIONAL WARRANTY TERMS: (ADDED)

a. Seller's Written Limited Aircraft Warranty. WITH THE EXCEPTION OF THE WARRANTY OF TITLE, SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY SET OUT IN PART 3 IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) AS SET OUT IN THE LIMITED AIRCRAFT WARRANTY SET OUT IN PART 3 ARE THE ONLY REMEDIES UNDER THE LIMITED AIRCRAFT WARRANTY. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THE LIMITED AIRCRAFT WARRANTY.

b. Engine and Other Warranties. As set out in Part 3, engines and other components separately warranted by their manufacturer are excluded from Seller's written Limited Aircraft Warranty, and Seller's written Limited Aircraft Warranty does not cover Purchaser-furnished equipment or modifications to the Aircraft (including parts, equipment, and labor) made by third parties at Purchaser's request (collectively "Exclusions"). Warranties, if any, for Purchaser-furnished equipment and modifications to the Aircraft made by third parties at Purchaser's request are provided and administered by the third parties providing the equipment or modifications. Seller disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to Exclusions.

c. Laws and Limitations. The laws of some states and jurisdictions do not permit certain limitations on warranties or remedies. If such laws apply, the foregoing exclusions and limitations are amended insofar and only insofar as required by law.

d. Modified Aircraft. If, after Aircraft delivery by Seller, Purchaser installs equipment controlled by the United States International Traffic in Arms Regulations ("ITAR") or the United States Export Administration Regulations ("US EAR – 600 Series equipment") on the Aircraft, Purchaser will immediately notify Seller, Seller's written Limited Aircraft Warranty will be null and void, and other manufacturers' warranties may also be null and void.

Seller and associated service providers (collectively "Service Providers") will comply with all ITAR and US EAR regulations in providing service and support for modified Aircraft, including prohibitions against dealing with embargoed countries. Without prior U.S. government authorization, which may be granted or denied in the U.S. government's sole discretion and may take several months to obtain, Service Providers may not be able to support modified Aircraft. Purchaser will provide information requested by Service Providers to support U.S. government applications to export parts and services. If Purchaser fails to provide such information or Service Providers fail to obtain required U.S. government authorizations for reasons beyond their control (even though Service Providers have no obligation to seek such authorization), then Service Providers will not have any further obligation to support Purchaser's modified Aircraft.

END OF ADDITIONAL NEGOTIATED TERMS AND CONDITIONS



CARAVAN

EXHIBIT A - PROPOSAL SM20-D-050-02 (4 pages)

TEXTRON AVIATION SPECIAL MISSIONS



TEXTRON AVIATION
SPECIAL MISSIONS

PIMA CSO
27 JULY 2020

SM20-D-050-02 Pima County
Sheriffs Dept**Commercial Base & Opt Pricing****Caravan 208****Published Options:**

		2021 Unit Price
		\$2,100,000
673A	1 KRA 405B Radar Altimeter	\$30,325
650C	2 Garmin TAWS-B	15,995
632K	3 XM Satellite Weather / Entertainment	19,050
02B	4 Air Conditioning, Cabin System	49,070
690K	5 Synthetic Vision Technology (SVT)	29,225
16D	6 300 Amp Starter / Generator (Exchange)	7,500
624E	7 ADS-B Out & In Functionality w/Single GTX 345 Transponder	2,290
635M	8 Garmin GTS 825 Traffic Advisory System	43,610
SAO1	9 Single Point Refueling STC	66,150
CRQ	10 Garmin GTX Transponder Mode A/C Enablement Card	2,490
CRQ	11 Three (3) Passenger Seats	22,500
CRQ	12 One (1) Two-Place Bench Seat	13,650
CRQ	13 Five (5) Head Rests	5,515
CRQ	14 Custom Paint Scheme (R5)	11,760
STD	15 Compressor Wash Ring	N/C
STD	16 Dual Audio Panel	N/C
	Sub-Total Published Options	\$319,130
	Total Commercial Aircraft List Price	\$2,419,130
	Commercial Sales Allowance	(327,545)
	Total Commercial Aircraft Net Price	\$2,091,585
	Quantity	2
	Extended Aircraft Price	\$4,183,170
	1 One (1) Over & Above Pilot Initial Training	\$12,405
	2 One (1) Over & Above Maintenance Initial Training	7,860
	Total Training:	\$20,265
	Total Price:	\$4,203,435

Training:

PRICING ASSUMPTIONS

- This pricing is valid through 15 August 2020 but is subject to aircraft availability which Textron Aviation cannot guarantee without a signed contract.
- This pricing assumes delivery Ex Works in Wichita, KS.
- The pricing is subject to mutually agreeable terms and conditions.
- Assumes FAA Certification but additional specific country stipulations such as STC validation requirements and requirements for additional equipment are not included in the proposal. If required, this could impact schedule and/or pricing.
- Buyer agrees and understands that the items in this proposal as set forth are subject to U.S. export regulations and may require export approval from the cognizant U.S. export control authorities. This proposal is conditioned on such approval, and the time required to submit and receive any U.S. Government licenses could affect the current schedule and/or costs provided in this Proposal.
- Management of the aircraft's weight & balance is the responsibility of the operator.

DEPOSIT SCHEDULE

- \$350,000 per aircraft at Contract Award
- Balance of each aircraft at Delivery



Attachment 1
END USER CERTIFICATION

Seller: Textron Aviation Inc.

Aircraft:

Year: 2021 Make: Textron Aviation Inc.

Model: Caravan Serial Number(s): TBD

End-User of the Aircraft:

Name: _____

Address: _____

End-Use of the Aircraft (check all that apply):

- ☐ Commercial Transport (e.g. sightseeing, etc.)
- ☐ General Transport (e.g., VIP, personal, company)
- ☐ Government Transport
- ☐ Military Transport
- ☐ EMS
- ☐ Law Enforcement/Homeland Security
- ☐ Utility (e.g. firefighting, news gathering, etc.)
- ☐ Military Training
- ☐ Other Training
- ☐ Other (please specify) _____

Country where Aircraft will be registered: _____

Country or countries where Aircraft will be operated: _____

The undersigned certifies that the information provided is true and correct as of the date set out below and agrees to notify Textron Aviation Inc. (Seller) as soon as practicable if any of this information changes prior to Aircraft delivery.

Signature: _____

Company: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B – PAINT SCHEME

RENDERING 5



CARAVAN Pima County		DATE: 6/24/2020	
PAINT COLORS		DESIGNER: R Keating	
	CODE	VENDOR	
①	Matterhorn White	A13504	Axalta
②	Dark Pine Metallic	C8068	Axalta A1700
③	Yellow	G9737	Axalta A1700

EXHIBIT C - (41 pages)

CARAVAN

SPECIFICATION AND DESCRIPTION



SPECIFICATION AND DESCRIPTION



CARAVAN

SERIAL NUMBER 208-0651 TO TBD

SEPTEMBER 2018

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INTRODUCTION

This Specification and Description provides general information about the design, performance, and standard equipment of the Cessna Caravan, Serial Number 208-0651 to TBD (hereinafter “Caravan” or “Aircraft”). Due to the lapse of time between the date of this publication and Aircraft delivery, Textron Aviation Inc. (hereinafter “Seller”) reserves the right to revise this Specification and Description when occasioned by product improvements, government regulations, or other good cause, as long as the revisions do not result in a material reduction in Aircraft performance. If there is a conflict between this Specification and Description and the Aircraft Purchase Agreement into which it is incorporated, the terms and conditions of the Aircraft Purchase Agreement control.

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THE AIRCRAFT

1. GENERAL DESCRIPTION

The Caravan is an unpressurized single-engine high wing turboprop aircraft. The Aircraft has provisions for up to 14 occupants and is single pilot capable. (Operations with more than nine passengers must be approved by the registering country's aviation authority.) The Caravan has internal areas for personal items, baggage, and cargo.

A single Pratt & Whitney Canada (P&WC) PT6A-114A turboprop engine powers the Caravan, and a Garmin G1000 NXi system provides pilots with a digital avionics suite.

1.1 Certification

The Caravan is certified in accordance with U.S. 14 CFR Part 23, Normal Category, including day, night, VFR and IFR.

1.2 Purchaser's Responsibility

International aircraft certification may require modifications to, and the incorporation of, additional equipment into the Aircraft. The Aircraft purchaser ("Purchaser") is responsible for the costs of any such modifications and incorporation of additional equipment. In addition, the Purchaser is responsible for obtaining approval to operate the Aircraft from the relevant civil aviation authority and for understanding and complying with applicable crew requirements.

EXTERIOR DIMENSIONS

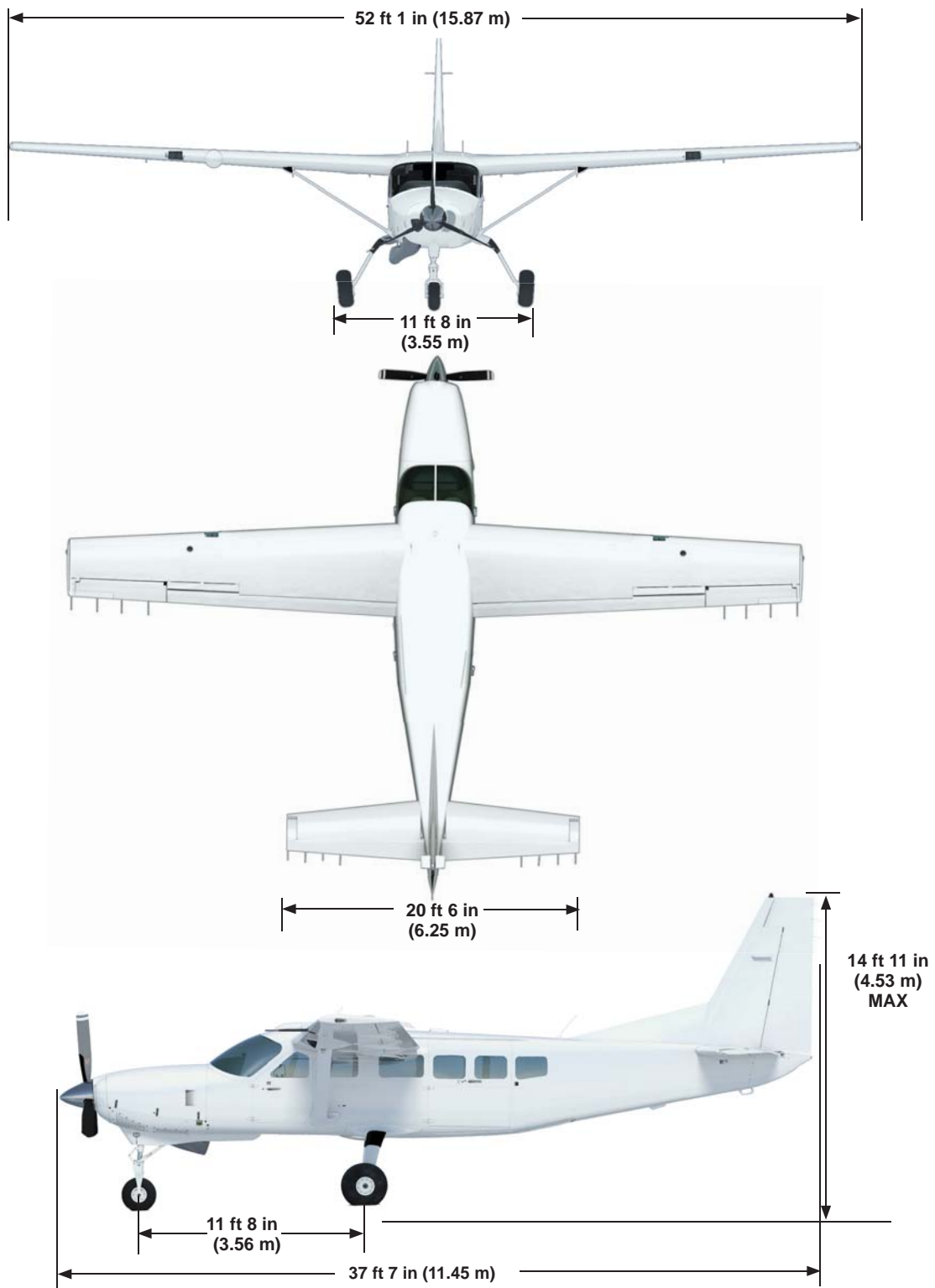


Figure 1: Exterior Dimensions

EXTERIOR DIMENSIONS

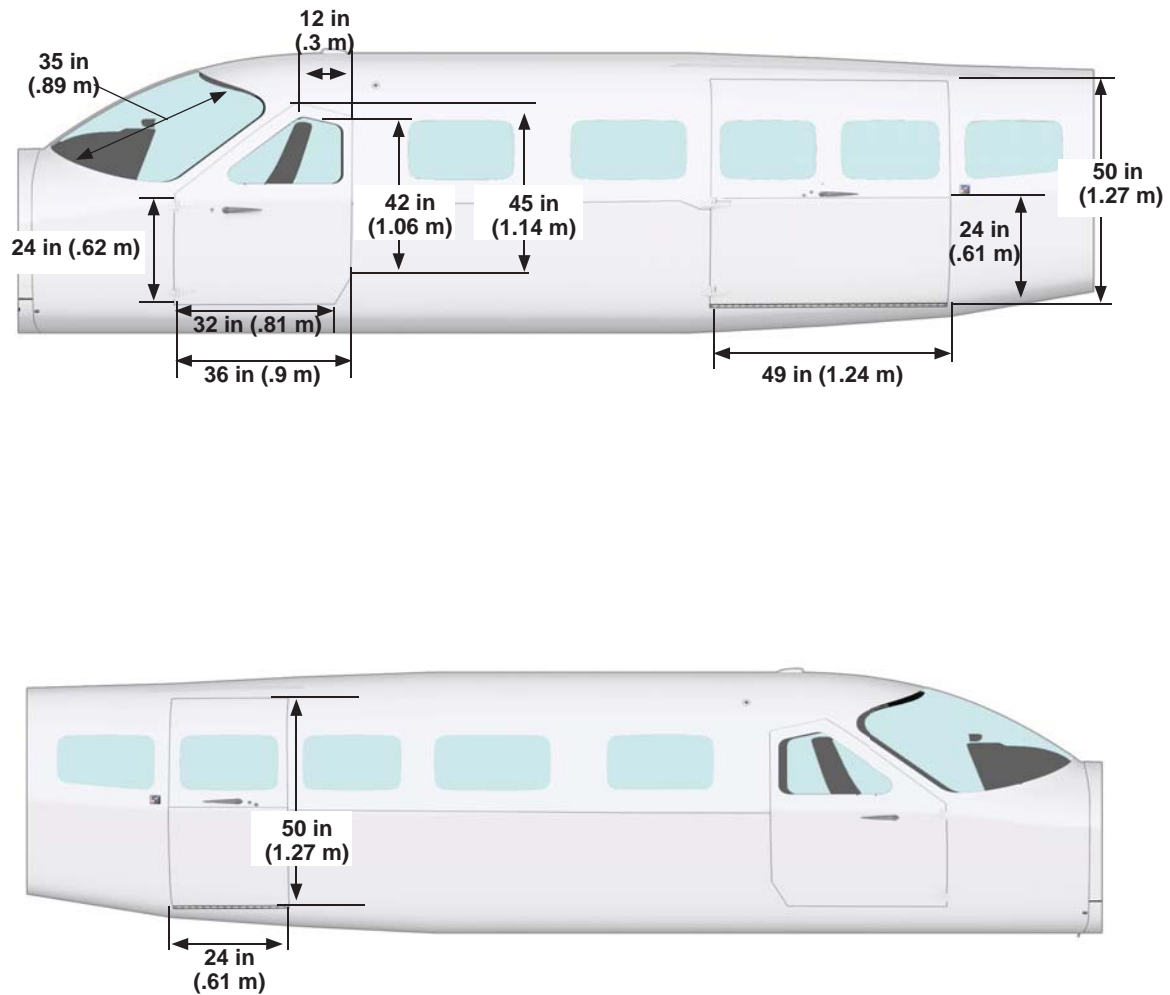


Figure 2: Exterior Dimensions

INTERIOR DIMENSIONS

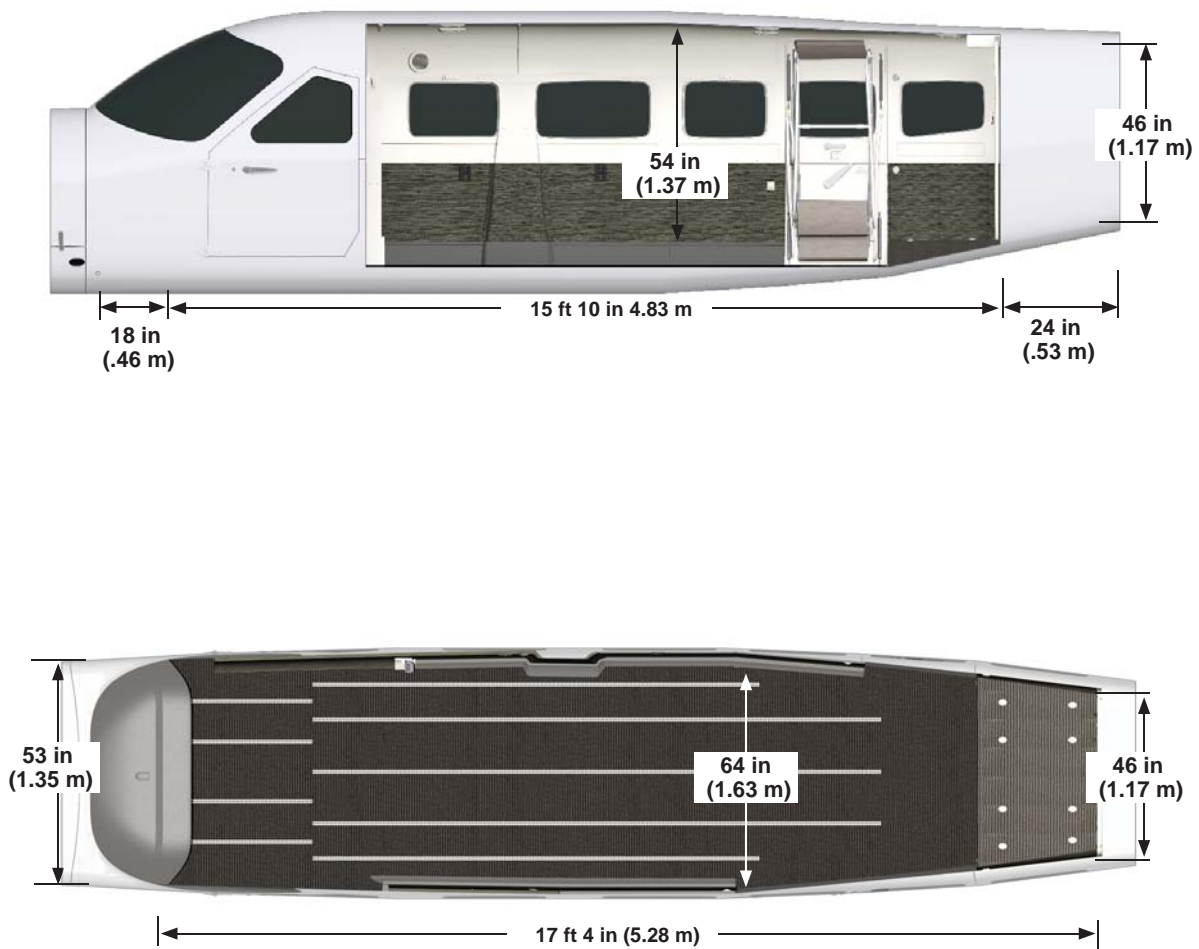


Figure 3: Interior Dimensions

1.3 Approximate Dimensions

OVERALL HEIGHT			14 ft 11 in (4.53 m)
OVERALL WIDTH			52 ft 1 in (15.87 m)
OVERALL LENGTH			37 ft 7 in (11.45 m)
WHEELBASE			11 ft 8 in (3.56 m)
WING	SPAN (overall) 52 ft 1 in (15.87 m)	AREA 279.4 ft² (25.96 m²)	SWEEP 0° Dihedral +3°
HORIZONTAL TAIL	SPAN (overall) 20 ft 6 in (6.25 m)	AREA 70.04 ft² (6.5 m²)	SWEEP 0°
VERTICAL TAIL	HEIGHT 8 ft 2 in (2.49 m)	AREA 39.92 ft² (3.71 m²)	SWEEP (Rudder hinge line) +9.44°
CABIN INTERIOR	HEIGHT (max) 54 in (1.37 m)	LENGTH* 17 ft 4 in (5.28 m)	WIDTH (max) 64 in (1.63 m)

*Cabin Length: Firewall to Aft Bulkhead (nominal)

1.4 Design Weights and Capacities

MAXIMUM RAMP WEIGHT	8,035 lb (3,645 kg)
MAXIMUM TAKEOFF WEIGHT	8,000 lb (3,629 kg)
MAXIMUM LANDING WEIGHT	7,800 lb (3,538 kg)
STANDARD EMPTY WEIGHT	4,265 lb (1,935 kg)
FUEL CAPACITY (usable at 6.7 lb/gal)	2,224 lb (1,009 kg)

2. PERFORMANCE

All performance data is based on a standard aircraft configuration, operating in International Standard Atmosphere (ISA) conditions with zero wind. Takeoff and landing lengths are based on a flat, even, hard surface at sea level with dry runway. Actual performance will vary with the individual aircraft and other factors such as environmental conditions, aircraft configuration, and operational/ATC procedures.

TAKEOFF DISTANCE OVER 50 FT OBSTACLE (sea level, 8,000 lb)	2,055 ft (626 m)
TAKEOFF GROUND ROLL (sea level, 8,000 lb)	1,160 ft (353 m)
MAXIMUM CERTIFIED ALTITUDE	25,000 ft (7,620 m)
MAXIMUM CRUISE SPEED (+/- 3%) (10,000 feet {3,048 m} altitude; 8,000 pounds {2,438 kg} maximum cruise setting)	186 KTAS (344 km/hr)
MAXIMUM CRUISE SPEED (+/- 3%) (20,000 feet {6,096 m} altitude; 8,000 pounds {2,438 kg} maximum cruise setting)	174 KTAS (322 km/hr)
RANGE (Single pilot, 2,224 lb usable fuel and fuel allowance for engine start, taxi, takeoff, climb, descent and 45-minutes reserve)	
MAXIMUM CRUISE POWER at 10,000 ft (Endurance 5.1 hr)	932 nm (1,726 km)
MAXIMUM CRUISE POWER at 20,000 ft (Endurance 7.1 hr)	1,220 nm (2,259 km)
MAXIMUM RANGE POWER at 10,000 ft (Endurance 7.0 hr)	1,085 nm (2,009 km)
MAXIMUM RANGE POWER at 20,000 ft (Endurance 8.3 hr)	1,295 nm (2,398 km)
LANDING DISTANCE OVER 50 ft. OBSTACLE (sea level, 7,800 lb, no reverse)	1,625 ft (495 m)
LANDING GROUND ROLL (sea level, 7,800 lb, no reverse)	715 ft (218 m)

3. DESIGN LIMITS

DESIGN LOAD LIMITS	
Flaps UP	+3.8 to -1.52G
Flaps Extended (All Settings)	+2.4G
OPERATING LIMIT SPEEDS	
V_{MO}	175 KCAS (324 km/hr)
V_A 8,000 lb	150 KCAS (277 km/hr)
V_A 6,300 lb	133 KCAS (246 km/hr)
V_A 4,600 lb	114 KCAS (211 km/hr)
FLAP EXTENSION SPEEDS	
UP to 10°	175 KCAS (324 km/hr)
10° to 20°	150 KCAS (277 km/hr)
20° to FULL	125 KCAS (231 km/hr)

4. FUSELAGE

4.1 Design and Construction

The Caravan incorporates a rectangular fuselage of metallic construction with an unpressurized cabin. A flat floor cabin with integrated floor tracks provides optimized cabin flexibility.

4.2 Nose Section

The nose section houses a single P&WC PT6A-114A turboprop engine. This Aircraft is equipped with a two-piece plexiglass windshield reinforced with a metal center strip; they are defogged via engine bleed air.

4.3 Interior Spaces

The flight compartment and cabin are described in Section 10 and 11, respectively.

4.4 Aft Fuselage

The aft fuselage features an unpressurized baggage and a utility cargo area, detailed in Section 12.1.

5. WING

The Aircraft features a straight high wing design that is externally braced to the fuselage. The wings are constructed of front and rear spars with formed sheet metal ribs, doublers and stringers.

Slot lip spoilers, flaps, and conventional ailerons are incorporated into each wing.

6. EMPENNAGE

The empennage features a vertical and horizontal stabilizer forming a conventional tail design.

7. LANDING GEAR

7.1 Design and Construction

The landing gear is of the non-retracting, tricycle type with a nose wheel and two main wheels. Shock absorption is provided by the tubular spring steel main landing gear strut.

7.2 Nose Wheel Steering

The nose gear assembly is of conventional strut design. Nose wheel steering is mechanically actuated by the rudder pedals.

7.3 Brakes and Tires

Each main gear wheel is equipped with a hydraulically actuated four piston brake.

The Caravan is equipped with single wheels and tires (three tires; one nose gear and one each left and right main).

	PLY	SIZE
NOSE GEAR TIRES	6	22 x 8.0 x 8
MAIN TIRES	8	8.5 x 10

8. PROPULSION

8.1 Powerplant

The Aircraft is powered by a single fuselage mounted P&WC PT6A-114A turboprop engine.

The propulsion system is operated by the power lever, propeller lever, and fuel condition lever.

An inertial separator system is built into the engine air inlet duct to prevent moisture particles from entering the engine inlet plenum. The inertial separator system is mechanically controlled by a push-pull handle located on the left side of the instrument panel.

TAKEOFF POWER RATING (at sea level)	675 SHP
MAX PROPELLER SPEED	1900 RPM
TBO	3,600 Hours

8.2 Propeller

The engine is equipped with an aluminum McCauley 106-inch diameter three blade, anti-ice, constant speed, full feathering, single acting, reversible pitch propeller.

9. SYSTEMS

9.1 Flight Controls

The Primary Flight Controls (PFC) are mechanically operated with a pushrod and cable system which actuates the rudder, elevator, and ailerons.

Secondary flight controls include mechanical trim for aileron and rudder. Elevator trim is both mechanical and electric. The flap system has an electrically driven jackscrew actuator with a primary and standby motor. The mechanical roll spoiler travel is proportional to aileron up travel.

9.2 Fuel System

There are two separate fuel tanks (one vented integral tank in each wing formed by the front and rear spars), a fuel reservoir, engine fuel system, quantity and flow instrumentation, and the necessary lines, controls, valves and pumps complete the system.

The pilot can mechanically select fuel from either left or right fuel tanks, or both at the same time. Normal operation utilizes both tanks simultaneously.

The Caravan is certified for a wide range of fuels. Refueling the tanks is accomplished through filler caps in each wing. Total usable fuel is 2,224 lb (1,009 kg).

9.3 Electrical System

The electrical system is powered by a 200-amp engine driven starter generator. The Aircraft's main battery is a 24-volt, 38 amp-hour sealed lead acid battery, which is mounted in the nose. Power is supplied to most general electrical and all avionics circuits through two general buses, two avionics buses, and a battery bus.

In the unlikely event of generator loss, the 75-amp capacity belt-driven alternator can also provide backup electrical power.

9.4 Exterior Lighting System

9.4.1 Primary

Standard exterior lighting consists of three navigation lights, two landing lights for increased runway visibility, two taxi/recognition lights, two strobe lights and a single flashing beacon.

9.4.2 Secondary

Secondary lighting includes an ice detection light (left hand side only) and a single courtesy light is located under each wing.

9.5 Environmental System

Cabin temperature and volume of airflow to the cabin is regulated by the cabin heating, ventilating and defrosting system. A fan driven ventilation system provides supplemental cabin ventilation through two overhead mounted ventilators. Forward fuselage ram air inlets provide ventilation through two through panel outlets to the flight deck.

10. FLIGHT COMPARTMENT

10.1 General

The Garmin G1000 NXi system is the featured avionics suite on the Caravan. Three full-color, 10-inch, high resolution flight displays are included.

Two complete crew stations are furnished with dual panel mounted controls and rudder/brake pedals. The fully adjustable crew seats include five-point restraint harnesses, and some storage is provided in the door next to the two seats.

LED illuminated panels, instrument floodlights, toggle switches and overhead map lights are standard in the flight compartment.

10.2 Instrumentation



Figure 4: Instrumentation

1. Primary Flight Display (PFD)	7. Inertial Separator
2. Multi-Function Display (MFD)	8. ELT Remote Switch
3. Standby Instruments	9. Cabin Heat
4. Automatic Flight Control System	10. Cockpit Lighting Controls
5. Powerplant Controls	11. Exterior Lighting Controls
6. Flap Control	12. Dual Audio Panel

10.3 Avionics

The Garmin G1000 NXi integrated avionics system includes the Garmin Integrated Flight Deck, flight crew radio communications, navigation receivers, Engine Indicating System, Crew Alerting System, Automatic Flight Control System, and Attitude/Heading Reference System.

During the normal course of aircraft manufacturing, maintenance, and operation, technicians install or update certain software and data onto standard and optional avionics and other equipment. During the course of such installation, it may be necessary to digitally “accept” or otherwise consent to certain supplier required end-user license agreements (“EULA”) and other terms and conditions in order to proceed with the software or data installation process. These are commonly referred to as “click-wrap” or “click-through” digital agreements. Purchaser hereby authorizes and consents to technicians clicking “accept” on such agreements and agrees to be bound by the terms of such agreements. Purchaser acknowledges and agrees to independently review such “click-wrap” agreements.

10.3.1 Flight Displays

The Garmin Integrated Flight Deck includes three 10 inch, high- resolution Liquid Crystal Displays (LCD) in widescreen, landscape orientation. The two outer displays are the Primary Flight Displays. The Multi-Function Display is centrally located.

10.3.1.1 Primary Flight Displays (PFDs)

The two PFDs are located on the pilot’s and copilot’s instrument panels. The PFDs display flight information, moving map imagery, and color-coded Crew Alerting System messages.

10.3.1.2 Multi-Function Display (MFD)

The MFD, which is located in the center panel, displays a detailed moving map, terrain, traffic, and weather information as well as a dedicated engine and systems information window. Display of electronic charts and taxi diagrams is included.

Multiple reversionary modes provide for control redundancy.

Applicable subscription services are the Purchaser’s responsibility.

10.3.2 Garmin’s Integrated Avionics Unit (GIA)

Dual Integrated Avionics Units include the Global Positioning System with Wide Area Augmentation System (WAAS) receivers, Very High Frequency (VHF) communication radios, VHF navigation radios, and glideslope receivers in addition to supporting input-output processing, aural alert generation, and Flight Director functions.

10.3.2.1 Global Positioning System (GPS)

The G1000 NXi system includes dual GPS with WAAS receivers as part of the GIA.

10.3.2.2 Very High Frequency Radio (VHF)

The G1000 NXi system includes two standard VHF voice radios that are part of the GIA. The VHF voice radios are controlled by the flight crew via the dual audio panel controls.

10.3.2.3 Navigation Receivers

The G1000 NXi system includes two standard VHF navigation radios as part of the GIA.

10.3.3 Engine Indicating System (EIS)

The Engine Indicating System (EIS) displays electrical, fuel and engine information on the left side of the MFD.

10.3.4 Crew Alerting System (CAS)

The Crew Alerting System (CAS) displays Warning Messages (red), Caution (yellow), Advisories (white) on both PFDs. The annunciation window is to the right of the altimeter and vertical speed indicator.

10.3.5 Flight Guidance System (FGS)

The GFC-700 Automatic Flight Control System (AFCS) is part of the Garmin G1000 NXi. The AFCS can be divided into the following functions:

- Flight Director—The Flight Director provides vertical/lateral mode selection and processing, command bars showing pitch/roll guidance, and pitch/roll commands to the autopilot.
- Autopilot—The autopilot provides automatic flight control in response to Flight Director steering commands and attitude and rate information.
- Yaw Damper—The yaw damp actuator provides Dutch roll damping and turn coordination in response to yaw rate, roll angle, lateral acceleration, and airspeed.
- Automatic Pitch Trim—The pitch trim system provides automatic pitch trim when the autopilot is engaged.

10.3.6 Attitude/Heading Reference System (AHRS)

The Attitude/Heading Reference System (AHRS) includes two units that provide attitude and heading reference information.

10.3.7 Transponder with ADS-B Out Capability

The G1000 NXi system includes a standard Garmin GTX 335 transponder. ADS-B Out capability is standard.

10.3.8 Garmin Flight Stream 510

The Garmin Flight Stream 510 adds these wireless avionics capabilities: (i) stream traffic, weather, GPS information and attitude information from the avionics to select portable and mobile devices; (ii) transmit flight plans through compatible application and avionics, (iii) enables Database Concierge wireless avionics database subscriptions, and (iv) provides entertainment control to Aircraft occupants with Bluetooth interfacing devices.

Note: The Garmin Flight Stream 510 will only be installed on Aircraft that deliver on registries where the governing certification authority approves the installation.

10.3.9 Emergency Locator Transmitter (ELT)

An Artex ME-406 2-frequency (non-navigation interfaced) Emergency Locator Transmitter (ELT) with remote switch and monitor light (dorsal fin installation) is standard.

10.3.10 Standby Instrumentation

A standby mechanical attitude gyro is located under the MFD and is powered via an engine driven vacuum system.

A standby mechanical airspeed indicator is located under the MFD and is connected to the pitot and static system.

A standby mechanical altimeter is located under the MFD and is connected to the static system.

A wet type standby engine torque gauge is also located under the MFD.

The standby instruments remain operational in the event of a complete electrical failure.

10.3.11 Maintenance Diagnostics

A data acquisition system is provided as standard equipment on the Caravan to allow operators to easily monitor and maintain the Aircraft engine.

This system records engine parameters, indicated airspeed, pressure altitude, outside air temperature, flight hour meter, battery voltage, and the positions of the particle separator, emergency power lever and bleed air cabin heat switch.

Data retrieval is handled using a special software program installed on a laptop or handheld computer. Data delivery is handled using the computer to transfer the Aircraft data to the Turbine Tracker website. The Turbine Tracker website formats the data into customized reports for use as analysis tools.

Purchaser agrees that Seller has a perpetual license to use all information contained in the Aircraft recording and/or diagnostic system for any reason, including maintenance and accident investigation. Purchaser expressly provides Seller with licensed permission to download use, and/or read such information at any time. Purchaser further agrees this perpetual license runs with and is automatically transferred with the title to the Aircraft and is binding on any and all subsequent purchasers of the Aircraft.

11. INTERIOR

11.1 Cabin

Entry to, and exit from the airplane is accomplished through an entry door on each side of the cabin at the pilot and front passenger seat location and through a two-piece air stair type door on the right side of the airplane just aft of the wing. A large cargo door is also provided on the left side of the airplane directly across from the air stair door.

The cabin is sized to offer passenger comfort and flexibility for a variety of interior arrangements. The large cabin area provides comfortable space for a pilot and up to thirteen passengers. (Operations with more than nine passengers are limited to countries that issue approval.) Two crew seats are included with the standard aircraft. Passenger seat options are available in the Optional Equipment Guide.

11.2 Windows

Twelve side windows of the fixed type are installed in the cabin sides including one each in the two crew entry doors, two windows in the upper section of the cargo door and one window in the upper section of the passenger entry door.

11.3 Interior Lighting System

Interior lighting includes LED backlit instrument panel lighting, pilot and co-pilot map lights, three overhead courtesy lights (aisle, aft cargo area and passenger door), three overhead flood lights and eight passenger ready lights.



Figure 5: Cabin Standard Configuration

11.4 Storage

The area aft of the pilot seat locations is capable of holding cargo. The total volume aft of the pilot seat locations is approximately 254 cubic feet. This space includes a flat floor with the exception of two feet in the aft cabin which is five inches above the main floor. Seat/cargo rails are included as standard equipment.

12. EXTERIOR

Distinctive exterior styling featuring polyurethane paint in a variety of colors is provided.

The available registration number of Purchaser's choice will be painted on the Aircraft at no additional cost to Purchaser. It may be necessary to use a temporary registration number until the number selected by Purchaser is assigned to the Aircraft by the appropriate aviation authority.

13. LOOSE EQUIPMENT

- Baggage Net (1)
- Baggage Tie-Downs (4)
- Control Lock (1)
- Engine Download Cable (1)
- Engine Inlet Plugs (2)
- Exhaust Cover (1)
- Fuel Sump Sample Cup (1)
- Inertial Separator Exhaust Plug (1)
- Noise-Canceling Headsets (2)
- Passenger Briefing Card Set (1)
- Pitot Cover Set (1)
- Prop Anchor (1)
- Tail stand (1)
- Tow Bar (1)
- Winterization Plates (1)

14. EMERGENCY EQUIPMENT

Fire Extinguisher (1)

15. DOCUMENTATION AND TECHNICAL PUBLICATIONS

The following will be provided to Purchaser.

Print material:

These must be kept on board the Aircraft.

Garmin Cockpit Reference Guide

Pilot's Operating Handbook and Airplane Flight Manual which includes the Weight and Balance Manual

Passenger Briefing Cards

U.S. Standard Airworthiness Certificate, FAA8100-2; Export Certification of Airworthiness, FAA8130-4 or Special Airworthiness Certificate FAA8130-7 as appropriate

Additional print material:

Equipment List

Log Books (Aircraft, Engines and Propeller)

Pilot's Checklist

Weight and Balance Report

Available via ww2.txtav.com, Airframe Technical Documents available via Online, Download, and Mobile.

CesNav Weight and Balance (CLCalc)

Illustrated Parts Catalog – Airframe

Service Bulletins and Service Letters — Airframe

Service Maintenance Manual

Structural Repair Manual

Documents providing instructions for continued airworthiness are provided via ww2.txtav.com. Need to register at www.txtavsupport.com.

Available post-delivery:

Illustrated Parts Catalog — Engine

Maintenance Manual — Engine

Service Bulletins and Service Letters — Engine

Some post-delivery documents are fee-based and are the Purchaser's responsibility.

Seller will provide technical manual revisions for documents published by Seller for one year beginning on the start date of airframe warranty.

16. MAINTENANCE TRACKING PROGRAM

Seller will provide an online computerized maintenance record service for one year from the date the Caravan is delivered to the Purchaser.

This service provides management and operations personnel with the reports necessary for the efficient control of maintenance activities. The service provides an accurate and simple method for staying abreast of aircraft components, inspections, service bulletins, and airworthiness directives while providing permanent aircraft records of maintenance performed.

On-demand reports show the current status, upcoming scheduled maintenance activity, and the historical aircraft maintenance. Semi-annual reports concerning projected annual maintenance requirements, component removal history, and fleet-wide component reliability are provided as part of the service.

Services are provided through a secure Internet site and require a computer with Internet connectivity. A local printer is required to print paper versions of the online reports and documentation. If receiving these services through the Internet is not feasible, a paper-based service delivered through the U.S. mail is available at an additional fee.

17. LIMITED WARRANTIES

The Seller's Caravan Limited Aircraft Warranty ("Limited Aircraft Warranty") covers Aircraft components manufactured by Textron Aviation Inc. (this excludes the propeller which is warranted by Seller under a separate limited propeller warranty), incorporated Garmin Avionics, various Aircraft components listed below in 17.1 (c), Customer Requests ("CRQs"), Interior Components, Interior Furnishings and Paint. The Aircraft engine is warranted by Pratt and Whitney Canada Inc. ("P&WC"). The Limited Aircraft Warranty and summaries of the limited propeller warranty and the P&WC engine warranty are set out below.

17.1 Limited Aircraft Warranty

Periods

The Seller warrants each new Caravan Aircraft to be free from defects in material and workmanship for the following periods after delivery of the Aircraft to Purchaser.

- (a) One year unlimited hours OR two years/1,000 operating hours, whichever occurs first, for Aircraft components manufactured by Textron Aviation Inc.;
- (b) Five years or 5,000 operating hours, whichever occurs first, for Garmin Standard Avionics hardware;
- (c) One year for actuators, brakes, GCUs, starter generators, valves, windshields, and small vendor Items including engine accessories supplied by Seller unless otherwise stated in the Optional Equipment Selection Guide;
- (d) One year for Customer Requests (CRQs), Interior Components, Interior Furnishings, and Paint.

Any remaining term of this Limited Aircraft Warranty automatically transfers to subsequent purchasers of the Aircraft.

Definitions

Support Facility means Textron Aviation Parts Distribution, Textron Aviation-owned service facilities, and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Service Facility means Textron Aviation-owned service facilities and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Warranty Holder means Aircraft owner.

Seller's Obligation

Parts

Seller's obligation under this Limited Aircraft Warranty is limited to repairing the defective part or replacing the defective part with an exchange part, in Seller's sole discretion, when:

- (a) the failure occurs within the applicable warranty period;
- (b) all of the following occur within 30 days of failure for a U.S. Warranty Holder and 45 days of failure for an international Warranty Holder:
 - (i) a claim is made and a Textron Aviation Return Authorization is issued;
 - (ii) the part is returned at the Warranty's Holders' expense to the Support Facility from where the replacement part is procured; and
 - (iii) the return part is accompanied by the Textron Aviation issued Return Authorization; and
- (c) the Support Facility identifies the part and determines the part is defective.

The Seller may refuse a warranty claim not submitted within the above time frame.

Replacement parts are only warranted for the remainder of the applicable, original Limited Aircraft Warranty period. In other words, a new warranty period is not established for replacement parts.

No Aircraft part or equipment will be regarded as breaching this Limited Aircraft Warranty merely because, subsequent to its delivery, some modification or alternation becomes necessary for product improvements or in order to meet a change in the requirements of applicable Federal Aviation Regulations.

Service

Service under this Limited Aircraft Warranty must be performed at a Service Facility. The Warranty Holder will not be charged for parts or labor covered by this Limited Aircraft Warranty. The location of Service Facilities is available on the Seller's website.

Warranty Holder's Responsibility

All freight, transportation expenses, import duties, customs brokerage fees, sales taxes and use taxes, if any, on warranty repairs or replacement parts are the Warranty Holder's sole responsibility. The Warranty Holder is responsible for the cost of getting the Aircraft to and from a Service Facility.

Application

This Limited Aircraft Warranty applies to Aircraft operated under normal, conventional, non-military use. It applies only to the repair or replacement of defective parts that have been used, maintained, and operated in accordance with the Federal Aviation regulations and the applicable manuals, bulletins, communications, or other written instructions of the Aircraft or component manufacturers.

Limitations

This Limited Aircraft Warranty does not apply to:

- (a) normal maintenance services (such as engine adjustments, cleaning, control rigging, brake and other mechanical adjustments, and maintenance inspections);
- (b) the replacement of service items (such as brakes, lights/bulbs, filters, de-ice boots, hoses, belts, tires, batteries, rubber-like items, fuel or lubricants);
- (c) normal deterioration of appurtenances (such as paint, cabinetry, and upholstery);
- (d) damage due to wear, exposure, environmental elements, and neglect;
- (e) parts, components or systems that have been modified or altered after delivery other than by the Aircraft manufacturer or in accordance with an alternation scheme approved in writing by Textron Aviation;
- (f) items that have been subjected to misuse, abuse, negligence, accident, foreign object damage (FOD);
- (g) items that have been installed, repaired, or altered by repair facilities not authorized by Textron Aviation;
- (h) items that, in Textron Aviation's sole discretion, have been installed, repaired, or altered by other than Textron Aviation-owned service facilities contrary to applicable manuals, bulletins, and other written instructions provided by Textron Aviation so that the performance, stability, or reliability of such items are adversely affected;

(i) any part or system that has been modified or altered by a third party at the Warranty Holder or its predecessor's request and any part or system of the Aircraft affected by such modified or altered part or system;

(j) vendor subscription services (including for items covered by the Limited Aircraft Warranty), software and databases (collectively "Services"), and patches, replacements, revisions, updates or upgrades thereto (collectively "Updates") and any impairment to the Aircraft or its components caused by Services or Updates; and

(k) Warranty Holder or predecessor's furnished equipment.

The warranty provided for life-limited parts is pro-rated. For Aircraft components, parts, or systems with life limitations Seller's liability under this Limited Aircraft Warranty is limited to the remaining pro-rated life of the defective part, calculated as of the date the defect is discovered and reported to Seller and per additional terms administered by Textron Aviation's Warranty Department. Nothing about this provision will be construed to extend the total warranty period beyond the applicable Periods set out above. All warranty Periods expires as noted above, regardless of any remaining life limits on parts.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS LIMITED AIRCRAFT WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) AS SET OUT HEREIN ARE THE ONLY REMEDIES UNDER THIS LIMITED AIRCRAFT WARRANTY. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMUNITION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THIS LIMITED AIRCRAFT WARRANTY.

THIS LIMITED AIRCRAFT WARRANTY WILL BE CONSTRUED UNDER THE LAWS OF THE STATE OF KANSAS AND ANY DISPUTES AND/OR CLAIMS ARISING THEREFROM WILL BE EXCLUSIVELY RESOLVED IN THE STATE AND/OR FEDERAL COURTS LOCATED IN WICHITA, KANSAS. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THE FORUM CHOSEN AND WAIVE THEIR RIGHT TO JURY TRIAL. ANY ACTION BY PURCHASER FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE PURCHASER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

17.2 Summary of Seller's Limited Propeller Warranty

Seller expressly warrants new products produced and sold by McCauley Propeller Systems (McCauley), a Division of Textron Aviation Inc., Wichita, Kansas, U.S., to be free from defects in material and workmanship under normal use and service for a period of thirty-six (36) months after delivery to the original retail purchaser or until the expiration of the maximum hours of use or calendar limits for overhaul published by McCauley for the subject product, whichever occurs first.

Seller's obligation under this limited warranty is limited to repairing or replacing, at its sole option, any propeller, propeller parts, governor or governor parts determined by McCauley to have been defective. The repair or replacement of defective parts will be made without charge to the owner for parts, or labor for removal and installation, except export/import duties, and/or sales or use taxes, if any, which are solely the owner's responsibility. Seller will warrant a part replaced pursuant to this limited warranty under the same terms as the original part for the remainder of the applicable warranty period of the original part. This limited warranty is not intended to and does not cover the costs of normal maintenance or overhaul. In addition, McCauley will repair or replace, at its option, any propeller, propeller parts, governor, or governor parts requiring replacement due to manufacturing defect if found at or before the first recommended overhaul interval as described in McCauley published service information. This first overhaul coverage does not include labor, standard overhaul replacement parts, parts repairable via published service information (re-plating, painting, etc.), other costs associated with the propeller or governor overhaul, or export/import duties, and/or sales or use taxes, nor does it apply to defects found after McCauley published overhaul hour or calendar limits. The provisions of this limited warranty do not apply to: any McCauley parts which have been subject to misuse, negligence or accident or which have been repaired or altered in any way that, in the sole judgment of McCauley, adversely affects their performance, stability or reliability; to normal maintenance services (such as cleaning, mechanical adjustments and maintenance inspections); to the replacement of service items made in connection with normal maintenance; to normal deterioration of soft trim and appearance items (such as

paint and rubber-like items) due to wear and exposure; to propellers, governors or parts found defective beyond the McCauley recommended overhaul period; or to parts which have been improperly installed by entities other than Seller or service facilities authorized by Seller to perform maintenance on McCauley propellers.

The propeller limited warranty is void on any new or remanufactured product installed, without McCauley's prior written approval, on a non-type certificated engine, or on any engine which has received an overhaul or modification which is not approved by the engine manufacturer and that results in a change to the vibratory environment of the engine such as, but not limited to, an alteration of horsepower, operating RPM, crankshaft damper configuration, compression ratio, magneto timing, camshaft design, or any other overhaul or modification not expressly approved by the original engine manufacturer. This limited propeller warranty is also void on any McCauley product shipped new from the factory or distributor in disassembled state, then later re-assembled by an unauthorized party. Parties authorized to install factory-new product must have specific written permission from McCauley to do so, otherwise the propeller limited warranty on the affected unit is void.

No Seller warranty coverage is offered for leakage on product installed outside McCauley, regardless of the assembling party.

To the extent allowed by applicable law, THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH HEREIN ARE THE ONLY REMEDIES UNDER THIS WARRANTY. SELLER DISCLAIMS ANY OBLIGATION OR LIABILITY, WHETHER IN CONTRACT OR IN TORT, INCLUDING LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, COMMERCIAL LOSS OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS IN LIEU OF ANY OBLIGATION OR LIABILITY ON THE PART OF SELLER TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE WARRANTED PRODUCTS AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH WARRANTED PRODUCTS.

Details of this warranty are available from Seller.

17.3 Summary of P&WC's New Engine Warranty

The Aircraft engine is warranted by P&WC.

The following is a summary of the P&WC warranty for new PT6A engines. Please refer to P&WC warranty documentation for complete terms and conditions. If there is an inconsistency between the summary provided herein and complete P&WC warranty documentation, the latter controls.

P&WC warrants that the new Engine will be free from defects in material and/or manufacturing workmanship and is covered for 1000 engine operating hours from the date of shipment of the Engine from P&WC's facilities during which time P&WC will:

at its option, repair or replace any Engine parts found to be defective including resultant damage to the Engine. Replacement parts may be new or serviceable. When P&WC supplies a replacement part, or issues credit towards the acquisition of a new part, the removed part becomes the property of P&WC.

pay reasonable removal and reinstallation labour for the Engine and reasonable transportation charges (excluding insurance, duties, brokerage fees, and taxes) to and from the facility designated by P&WC Warranty Administration.

Following the expiration of the Basic Coverage Period, P&WC offers the Primary Parts Service Policy ("PPSP") and the Extended Engine Service Policy ("EESP"), which it may cancel or change at any time. P&WC may also provide other commercial support, all in accordance with P&WC terms and further set out in P&WC documentation.

What is not covered

Costs of normal scheduled maintenance services

routine line maintenance and adjustment costs;

Hot Section Inspection (HSI) and refurbishment costs;

Engine overhaul or major refurbishment costs; and

any other costs related to Engine maintenance not specifically covered under the Policy.

Normal deterioration

normal wear and tear and deterioration (note: a worn part capable of continued operation which, because it has been accessed, must be restored using repair schemes fully described in the applicable P&WC Engine Maintenance and/or Overhaul Manuals, is considered normal); and

no warranty coverage is provided for the overhaul life of assemblies, service life limits of parts, and/or operating time limits.

Unsupported parts

P&WC reserves the right to exclude Policy coverage (i) for the following parts, and (ii) for subsequent Engine repairs or damages directly attributable to the use of the following parts which:

are not originally supplied by P&WC or its authorized distributors and accompanied by the P&WC Manufacturer's Release Certificate or Canadian Department of Transport Certificate of Airworthiness, as applicable; or

are not identified in the applicable P&WC Illustrated Parts Catalogue ("IPC") and accompanied by the Supplier's Release Certificate; or

are not repaired in accordance with P&WC approved repair processes; or

are not traceable, e.g. insufficient supporting documentation; or

have been involved in an accident and for other part or Engine failure attributable to that part.

Factors beyond P&WC's control

improper storage, usage, maintenance or operation of an Engine, part or accessory (e.g. non-compliance with P&WC's written instructions, including without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, or with the Aircraft Flight Manuals, and airworthiness regulations);

any work performed on Engines without due cause, such as pre-purchase inspections, or scheduled maintenance performed at other than P&WC recommended intervals;

accidents, collisions, propeller strikes, fire, flood, lightning strike, theft, explosion, riot, war, rebellion, seizure or any other belligerent acts, foreign object damage

(FOD), erosion, corrosion, sulphidation or any other damage due to the operating environment;

alteration to, modification of, or tampering with any Engine, part or accessory after delivery by P&WC, other than strictly in accordance with the applicable P&WC manuals and this Policy;

use of stolen parts, or use of a part or Engine from which P&WC's name, part number, identification mark or serial number has been removed or defaced;

workmanship performed by a facility other than P&WC-owned manufacturing facilities;

repair or overhaul of a defective part or Engine at a facility other than a facility designated by P&WC Warranty Administration;

unused cycles (stub life) of an LCF part removed at the operator's request prior to reaching the service limit;

Engines operated by a military, para-military or government service unless it is determined, at the sole discretion of P&WC, that the Engine has not been used in operations or on flight missions which compromise Engine or parts life or reliability when compared to typical commercial, corporate, or private transportation operations;

insurance, duties, brokerage fees, and taxes; and

any other factor beyond P&WC's control which is not specifically listed herein.

In addition, as all of the above are considered to be factors beyond P&WC's control, no pro-rata credit per the PPSP will be awarded on Primary Parts, replaced, repaired, or exchanged following access to the Engine due to any of the above.

Owner/operator responsibilities

The coverage provided herein is subject to the following conditions:

Maintenance

The Engine must be operated and maintained in accordance with P&WC's written instructions including, without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, as well as the Aircraft Flight Manual and airworthiness regulations.

Maintenance records

Adequate records of Engine operation and maintenance must be kept. Upon request, P&WC is entitled to have access to the records.

For Warranty service

P&WC must be notified of any Defect within thirty (30) days of discovery, and any claim must be submitted within one hundred and eighty (180) days after such discovery.

Any claim, which may include the return of defective parts, must be made through the P&WC source of supply (identified in the applicable P&WC IPC), or the P&WC designated facility or distributor which will furnish or has furnished the replacement parts.

For any warranty work (including, without limitation, disassembly), the Engine must be sent to a facility designated by P&WC Warranty Administration, in accordance with P&WC's written instructions. Any work performed at a facility other than a facility designated by P&WC Warranty Administration, without prior written authorization from P&WC Warranty Administration, will be at the claimant's expense.

LIMITATION OF P&W LIABILITY

THIS IS THE ONLY WARRANTY APPLICABLE TO PT6A and JT15D SERIES TURBINE ENGINES IN COMMERCIAL, CORPORATE, OR PRIVATE TRANSPORTATION SERVICE, AND IS GIVEN AND ACCEPTED IN PLACE OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS, IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH OTHER TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED. THE ONLY REMEDY FOR BREACH OF THIS WARRANTY IS AS SET OUT HEREIN. FOR GREATER CERTAINTY, IN NO EVENT SHALL P&WC BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EITHER A BREACH OF THIS WARRANTY OR ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY P&WC. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE ENGINE AS A RESULT OF AN ENGINE OR PART DEFECT. NO VARIATION OR EXTENSION OF THIS WARRANTY OR REMEDIES SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF P&WC.

YOUR ACCEPTANCE OF THIS TURBINE ENGINE WARRANTY AND SERVICE POLICIES OR THE MAKING OF ANY CLAIM OR RECEIPT OF ANY BENEFIT HEREUNDER, CONSTITUTES YOUR ACCEPTANCE OF ALL THE FOREGOING TERMS, CONDITIONS AND LIMITATIONS.

THIS WARRANTY IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, CANADA

This Policy follows the Engine to subsequent owners, if applicable please notify P&WC.

If you have any questions or require assistance regarding this Policy, please call or write to:

Manager, Warranty Administration
Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec
Canada, J4G 1A1
Telephone: 1 450 647-8180
Fax: 1 450 647-2831
Email: warranty@pwc.ca

18. TRAINING AGREEMENT

The first retail Aircraft Purchaser will be provided training for one Caravan subject to the following:

1. A crew shall consist of up to two (2) licensed pilots with current experience for the training sought and one (1) mechanic with A&P licenses or equivalent experience.
2. Training shall be conducted by Textron Aviation or by its designated training organization.
 - a. A simulator shall be utilized which is FAA certified to provide training to proficiency in accordance with trainer's standards.
 - b. In lieu of a model specific simulator, training will be provided in the most appropriate type simulator available.
 - c. Location of training to be Wichita, Kansas, unless mutually agreed otherwise. The organization conducting the training is hereinafter called the "Trainer."
3. Training furnished shall consist of the following:
 - a. Flight simulation training to simulator proficiency in accordance with Trainer's standards but not to exceed seven and one half (7.5) total hours for each pilot.
 - b. Ground School training for each pilot and classroom instruction for each mechanic in accordance with Trainer's standards.
4. Purchaser shall be responsible for:
 - a. Transportation of crew to and from training site and for living expenses during training.
 - b. Providing an interpreter during the course of training for any of Purchaser's crew not conversant with the English language.
 - c. Payment to Trainer for additional simulator or flight training beyond that required to attain proficiency in accordance with Trainer's standards for the course in which the pilot is enrolled.
 - d. Extra charges, if any, for scheduling pilots in separate training classes.
 - e. Reimbursing to Textron Aviation the retail rate for training in the event of training before actual sale/delivery, if sale/delivery is cancelled.

5. Seller or Trainer shall schedule all training, furnish Purchaser schedules of training and endeavor to schedule training at a convenient time for Purchaser. A rescheduling fee of 5% of the retail price for the training the Purchaser's crew was scheduled to attend will be paid to Seller by Purchaser if crew fails to appear for scheduled training, except for reasons beyond its reasonable control, unless Purchaser gives Seller written notice of cancellation received at least twenty-one (21) days prior to scheduled training. In the event of such cancellation Seller shall reschedule training for the next available class.

6. Neither Seller nor Trainer shall be responsible for the competency of Purchaser's crew during and after training. Trainer will make the same efforts to qualify Purchaser's crew as it makes in training of other Caravan crews; however, Seller and Trainer cannot guarantee Purchaser's crew shall qualify for any license, certificate or rating.

7. Neither Seller nor Trainer shall be responsible for any delay in providing training due to causes beyond its or their reasonable control.

8. All Training furnished to Purchaser under the Agreement will be scheduled to commence no earlier than three (3) months prior to delivery and will be completed within twenty-four (24) months after delivery of the aircraft unless mutually agreed otherwise.

Signature of the Purchaser to the Purchase Agreement to which this Training Agreement is attached as a part of the Specification and Description shall constitute acceptance by Purchaser of the foregoing terms and conditions relative to training to be furnished by Seller.

Beechcraft



Hawker

TEXTRON AVIATION

U.S. + 1.844.44.TXTAV | INTERNATIONAL +1.316.517.8270 | TXTAV.COM

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September 2018
SD-TBP-208-0918

EXHIBIT - D (27 pages)

CARAVAN

OPTIONAL EQUIPMENT SELECTION GUIDE



Note: Aircraft is shown with available options.

OPTIONAL EQUIPMENT SELECTION GUIDE



EFFECTIVE FOR AIRCRAFT TO BE DELIVERED IN 2020

FEBRUARY 2020

REVISION A

INTRODUCTION

This list is to be used in conjunction with the applicable Specification and Description. Textron Aviation reserves the right to add, modify, or delete options without prior notification.

NOTES:

1. “Provisions Only” Statement of Understanding

At Purchaser’s request, Seller may agree to make provisions for a system in the Aircraft. Seller will do this in order to facilitate completion of the system at a time preferable for Purchaser subsequent to delivery.

Purchaser understands and agrees that Seller’s liability for any such provision is governed by the warranty. In addition, if Purchaser has the Aircraft modified to upgrade a provisional configuration to a fully functional configuration, Seller will warrant the functioning of the modified configuration if, and only if, the modification is accomplished at a factory-owned Textron Aviation service center.

Purchaser further understands that the provisions made are designed to accommodate a system as defined at present by Seller, and that Seller reserves the right to discontinue or change any system without notice. Accordingly, Purchaser acknowledges that the equipment required to render a provisional installation fully functional may not be available in the future and in such a case Seller bears no obligation to substitute for, remove, or complete the provisional installation.

2. Purchaser acknowledges that Seller assumes no responsibility or liability for equipment installed on the Aircraft in addition to the standard aircraft at a completion center other than the factory or authorized Citation Service Centers.

3. Optional equipment and vendors are subject to change without notice.

DEFINITIONS:

1. STD = Standard equipment
2. N/C = No additional charge
3. #### = Factory kit number for optional equipment
4. TBD = To be defined
5. CRQ = Custom request
6. N/A = Not applicable

AIRCRAFT PROFILE

AIRCRAFT CERTIFICATION AND OPERATIONAL APPROVAL

Aircraft Certification: If the Purchaser elects to meet the certification criteria other than those required for U.S. FAA FAR 23—Normal category (day, night, VFR, IFR), compliance may necessitate airframe modifications and additional systems. Certification Kits are, or will be, available to meet the type design requirements set forth by the relevant civil aviation authority, at an additional charge.

Aircraft Operating Approval: The Purchaser is responsible for obtaining Aircraft operating approval from the relevant civil aviation authority. Additional equipment or airframe modifications, dependent upon the location and planned operations, may be identified by that authority (various regions within one country may have differing requirements). **International Certification:** The Purchaser must furnish to Textron Aviation the country of Aircraft

registration, a properly assigned or designated aircraft registration with the applicable Artex ELT and Mode S code identification, and any additional equipment or systems (if different from those mandated by the FAA for a similar operational category) required for the category of registration intended (e.g., private, commercial).

The Purchaser is responsible for added Aircraft modifications and associated expense to comply with operational requirements. International Certification Kit information is available upon request.

AIRCRAFT EQUIPMENT REGISTRATION

The Purchaser must furnish to Textron Aviation from the relevant civil aviation authority, the binary code and country protocol for operation of the Artex ELT and the binary code for the Mode S Transponder.

Name: _____

Company: _____

Operator: ☐ Corporate or ☐ Private

Registration: ☐ U.S. or ☐ Other (specify): _____

Operation: ☐ Commercial ☐ Private ☐ Fractional

☐ Two Crew or ☐ Single Pilot

Total passenger seats required for takeoff and landing: _____

Operating rules: ☐ Part 91 ☐ Part 91K ☐ Part 135 ☐ EU-OPS ☐ Other (specify): _____

Region(s) of operation (check all that apply):

☐ North America ☐ South America ☐ Europe ☐ Middle East ☐ Africa ☐ Asia ☐ Australia

☐ Caribbean ☐ Atlantic ☐ Pacific

☐ Other: _____

AVIONICS

Estimated
Weight (lb)

Warranty
(Years)

GARMIN G1000 NXI OPTIONS

<input type="checkbox"/>	655B	JEPPESEN CHART VIEW ChartView resembles the paper version of Jeppesen terminal procedures charts. The charts are displayed in full color with high-resolution. The MFD depiction shows the aircraft position on the moving map in the plan view of the approach charts and on airport diagrams. Available data includes Arrivals (STAR), Departure Procedures (DP), Approaches, Airport Diagrams and NOTAMS. Requires Jeppesen Database Subscription Service. Note: The availability of the optional Jeppesen ChartView or standard Garmin FliteCharts and SafeTaxi in electronic form does not preclude the requirement to carry paper charts aboard the aircraft. See AC 120-76A or later revisions, for more information.	0.0	5
<input checked="" type="checkbox"/>	690K	SYNTHETIC VISION TECHNOLOGY (SVT) Position sensors on the aircraft integrate with a high resolution terrain database to present synthetic terrain imagery on the Primary Flight Display. Flight information is overlaid to provide greater situational awareness.	0.0	5
<input checked="" type="checkbox"/>	624E	ADS-B OUT AND IN FUNCTIONALITY W/ SINGLE GTX 345 TRANSPONDER Replaces the standard GTX 335 transponder with a GTX 345 transponder to provide both ADS-B Out and In capability. Note: Not a satellite based system meeting diversity requirements.	0.3	5
<input type="checkbox"/>	624B	GTX 335 TRANSPONDER, 2ND UNIT Adds a second GTX-335 ADS-B Out capable transponder. Note: Can be combined with 624E to provide a GTX 345 / GTX 335 combination.	4.7	5
<input type="checkbox"/>	675S	GARMIN GSR-56 IRIDIUM SATELLITE DATA TRANSCEIVER LINK With Garmin's Iridium Satellite Data Transceiver, pilots and passengers can access on-demand weather information, text communications and other data sharing capabilities in parts of the world not previously served by direct satellite data link services. Services including graphical radar imagery, METARs, TAFs, Weather Data and images are displayed on the G1000 NXi Flight Deck. Includes satellite phone capabilities along with two-way text	3.4	5

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

AVIONICS

messaging, which can send or receive text messages on the ground or in air. (Coverage subject to Iridium agreements with mobile service providers.) An Iridium service account and accompanying data/weather subscription plans are required.

GENERAL AVIONICS

		Estimated Weight (lb)	Warranty (Years)
<input type="checkbox"/>	668N KR 87 ADF (BENDIX KING) DISPLAYED ON PFD W/STAND ALONE CONTROL Displayed as a pointer on the HSI on the pilot's and co-pilot's PFD.	6.3	1
<input checked="" type="checkbox"/>	673A KRA 405B RADAR ALTIMETER Gives an absolute altitude indication from 2,000 to 0 feet AGL. Provides selection of warning altitude, and annunciation via both a decision height light (displayed on the pilot and co-pilot's PFD) and an aural warning.	5.2	1
<input type="checkbox"/>	632B KHF-1050 HIGH FREQUENCY TRANSCEIVER The KHF-1050 High Frequency Transceiver includes a compact digital controller that provides advanced squelch features, enhanced channel storage, and quicker tuning.	44.7	1
<input type="checkbox"/>	635S FA2100 CVDR Includes L-3 Communications cockpit voice and data recorder. Installs combined 120-minute cockpit voice recorder and 25-hour flight data recorder.	23.8	1

WEATHER, TRAFFIC AND TERRAIN AVOIDANCE SYSTEMS

<input type="checkbox"/>	629V GARMIN GWX 70 - 4 COLOR DIGITAL WEATHER RADAR The Garmin GWX 70 Airborne Color Weather Radar is a four-color digital pulsed radar that combines excellent range, Altitude Compensated Tilt (ACT) and adjustable scanning profiles with a high-definition target display. The Caravan uses a 10-inch phased array antenna that is fully stabilized to accommodate 30 degrees of pitch and roll. Sector Scanning offers pilot-adjustable horizontal scan angles and a vertical scanning function helps to analyze storm tops, gradients, and cell build-up at various altitudes.	13.8	5
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Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

AVIONICS

		Estimated Weight (lb)	Warranty (Years)
X □632K	XM SATELLITE WEATHER/ENTERTAINMENT XM Satellite Weather data provides information for avoiding hazardous weather. Animated graphical weather information and associated text is received on the GDL 69A SXM remote-mounted data link satellite receiver and is displayed on the MFD and the PFD inset map. The GDL 69A SXM can also receive XM Satellite Radio entertainment services. Headsets are not included in this option. U.S. Customers Only. Requires Subscription Service.	3.4	5
□614A	SURFACE WATCH - GARMIN Provides additional aural and visual annunciations for improved aircraft position awareness during taxi, takeoff, and landing operations. Includes the capability for the crew to turn off aural alerts, if desired. (Basic SafeTaxi functionality, which includes detailed airport diagrams with runway/taxiway designation on the moving map, is standard).	0.0	1
□629R	L-3 COMMUNICATIONS STORMSCOPE MODEL WX-500 WX-500 detects electrical discharges associated with thunderstorms within a 200 nm radius of the aircraft.	4.9	1
X □635M	GARMIN GTS 825 TRAFFIC ADVISORY SYSTEM The GTS 825 actively interrogates other transponder-equipped aircraft and vocalizes for specific traffic-spotting information up to 75 targets and a 40nm interrogation range. Uses Garmin's exclusive CLEAR CAS technology. Meets FAA TSO C147 for traffic advisory systems. Note: If installed without FK624E, the GTS 825 provides 1090 ES ADS-B In Traffic to the system.	19.7	1
X □650C	GARMIN TAWS-B The Garmin TAWS (Terrain Awareness and Warning System) is an optional feature to increase situational awareness and aid in reducing controlled flight into terrain (CFIT). TAWS satisfies TSO-C151c Class B requirements for certification. TAWS provides visual and aural annunciations when terrain and obstacles are within the given altitude threshold from the aircraft. Class B TAWS is required for all Part 91 aircraft operations with six or more passenger seats and for Part 135 turbine aircraft operations with six to nine passenger seats (FAR Parts 91.223, 135.154.)	0.0	5

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SYSTEMS AND EQUIPMENT

		Estimated Weight (lb)	Warranty (Years)
□650D	GARMIN TAWS-A <p>The Class A TAWS provides visual and aural warning alerts for terrain avoidance. It supports Steep Approach functionality and six basic alert and warning modes such as excessive descent rate, altitude loss after takeoff , and inadvertent descent below glideslope. In addition, the Class A TAWS uses GPS input and a worldwide terrain database to display an enhanced graphical plan view of terrain, color coded in relation to the aircraft's position. Terrain is shown in higher resolution around all runways longer than 2000 feet. Within North America and certain other areas, manmade obstacles greater than 100 feet are shown and included in the alert and warning modes. The Class A TAWS also includes a terrain clearance floor exceedance mode and a "look ahead" cautionary mode. Operators will be notified by Garmin of database updates as required. Note: This option can only be installed in conjunction with FK673A.</p>	0.0	5
□650G	GARMIN ENHANCED AUTOMATIC FLIGHT CONTROL SYSTEM (E-AFCS) <p>The E-AFCS, Enhanced Automatic Flight Control System, offers upgrades to the Automatic Flight Control System. The following features are added:</p> <ul style="list-style-type: none"> • Electronic Stability and Protection (ESP) • Underspeed Protection (USP) • Emergency Descent Mode (EDM) • Auto-Level Function • Automatic Autopilot Activation • Expanded Engagement Envelope • Coupled Go-Around 	0.0	5
□175H	C 406-N 3 FREQUENCY ELT (EXCHANGE) <p>Replaces the standard Artex ME-406 2-Frequency (Non-Nav Interfaced) ELT. A three frequency ELT that transmits on the International Emergency Frequencies and the satellite frequency of 406 MHz. The ELT will transmit the aircraft information and position coordinates. Note: This system requires customer registration at time of delivery with NOAA for recognition of the 406 MHz transmission. May be required for country certification or operational requirements. Purchaser must furnish 24-bit code provided by registering country's aviation authority.</p>	2.3	1

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SYSTEMS AND EQUIPMENT

Estimated
Weight (lb)

Warranty
(Years)

ELECTRICAL AND LIGHTING

<input checked="" type="checkbox"/> 16D	300 AMP STARTER/GENERATOR (EXCHANGE) Replaces the standard 200 amp starter/generator. A 28 volt, 300 amp engine-driven unit that functions as a motor for engine starting and, after engine start, as a generator for the airplane electrical system.	15.3	1
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ENVIRONMENTAL

<input checked="" type="checkbox"/> 02B	AIR CONDITIONING, CABIN SYSTEM This R-134A system is engine driven and includes two wing evaporators and one tailcone evaporator. Meets FAA & CAA Requirements.	116.9	1
<input type="checkbox"/> 60N	OXYGEN SYSTEM, COMPLETE 13 PORT SYSTEM The system includes a 115 cu. ft. composite bottle, 13 oxygen outlets and 13 partial rebreathing type oxygen masks. Two masks are equipped with a microphone.	35.7	

ICING EQUIPMENT

<input type="checkbox"/> 22V/W	TKS ANTI-ICE SYSTEM, CERTIFIED FOR FLIGHT IN ICING CONDITIONS The TKS anti-icing system incorporates porous panels attached to the exterior leading edge of the wings, wing struts, and empennage. The system contains a twenty gallon tank, two fluid pumps, windshield pump, timer/controller, filters, fluid level sensors, high pressure switch and low fluid level switch incorporated within an aerodynamic fairing on the bottom of the fuselage. A propeller slinger system provides protection for the propeller and windshield. Includes windshield ice detector light. This option is only available for Aircraft without cargo pod. (Weight does not include fluid @ 184 lbs.) Note: Order FK22V if aircraft is equipped with FK629V Weather Radar or, FK22W if not equipped with FK629V Weather Radar.	150.4 150.1	1
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MISCELLANEOUS

<input type="checkbox"/> 91S	TIRES, 29" (EXCHANGE) Replaces standard main tires. Provides main tires 29.0 x 11-10, 10 ply exchange for 8.50-10, 8 ply.	27.7	1
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Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SYSTEMS AND EQUIPMENT

		Estimated Weight (lb)	Warranty (Years)
□02S	CARGO DOOR REMOVED KIT <p>The Cargo Door Removed Kit is designed for use during special purpose operations such as skydiving, aerial photography, emergency air drops, etc. The kit consists of a vented spoiler installed on the forward cargo door hinges to minimize airflow buffeting within the cabin with the cargo doors removed. Considered carry-on baggage.</p>	2.3	2
	FLOATPLANE INFORMATION <p>For information regarding installation, pricing and warranty of amphibious floats, please contact Wipaire, Inc., 1700 Henry Avenue , Fleming Field, South St. Paul, MN 55075 (651) 451-1205, sales@wipaire.com. Float installation is accomplished after aircraft acceptance and delivery from Textron Aviation.</p>		
	CARGO		
□06W	CARGO EQUIPMENT <p>Includes the following:</p> <p>Cargo Barrier & Close-Out Nets The barrier and nets preclude loose cargo from moving forward into the pilot and front passenger stations during an abrupt deceleration.</p> <p>Cargo Tie-Down Fittings Includes structural reinforcements and anchor plates mounted on the cabin sidewall and headliner at five stations. Used for securing cargo and baggage area partition nets. 100 lb rating.</p> <p>Cargo Area Partition Nets (2) The cargo area partition nets are constructed of canvas with nylon webbing reinforcement straps crisscrossing the partition for added strength. The ends of the straps have quick-release fasteners that attach to the floor tracks and to anchor plates located on the headliner and sidewalls. Four straps have adjustable buckles for tightening during installation of the partition. Not for cargo tie-down.</p> <p>Window Protection Plugs Provides removable inserts that protect the inside of all windows (except doors and windshield) during cargo hauling operations. Consists of one padded plug with handle, and three spring-clips mounted on the inside edge of each window.</p> <p>Cargo Equipment - Continued On Next Page</p>	71.3	2

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SYSTEMS AND EQUIPMENT

Estimated
Weight (lb)

Warranty
(Years)

Gill Liner

Replaces the standard cabin sidewalls and headliner. Provides a heavy-duty, durable surface for cargo-hauling use.

Cargo Tie-Down Straps and Anchors, 5,000 lb. Rating

Four each 144" straps having a 5,000 lb. tension rating and ratchet adjustment and eight each double-stud, quick release tie-down anchors rated for restraining up to 300 lbs (with Cargo Barrier installed) when attached to the aft seat/cargo rails. Can also be used for tying down the airplane. Considered carry-on baggage.

□CRQ	PLYWOOD FLOOR Lengths of 3/8" plywood cut to fit between the cabin area seat/cargo rails aft of crew seats to aft bulkhead. Vinyl cockpit flooring. Delivered as loose equipment.	24.4	1
□CRQ	CARGO BARRIER PROVISIONS Provisions for future installation of the cargo barrier.	1.2	1
□CRQ	CARGO POD INSTALLATION The cargo pod provides additional cargo and baggage space. The volume of the cargo pod is 87.3 cubic feet, has a maximum load-carrying weight of 870 lb. and a maximum floor loading of 30 lb. per square foot. The pod is divided into three compartments separated by aluminum bulkheads and each compartment has an individual loading door. Each door is individually locked. The standard exhaust is replaced with a twisted exhaust stack, including an Aero Twin exhaust deflector, which has a U.S.STC and deflects hot gases away from the cargo pod. International customers require verification of approval of STC. Note: This is not available when FK22V/W is installed.	154.7	2
FOREIGN CERTIFICATION			
□29	DATA PLATE INSTALLATION FOR FOREIGN CERTIFICATION Installs a fireproof stainless steel ID plate. ID plate includes aircraft nationality code and registration.	0.0	

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SYSTEMS AND EQUIPMENT

		Estimated Weight (lb)	Warranty (Years)
□188S	PROVIDE EXPORT CERTIFICATE OF AIRWORTHINESS Provides a United States Export Certificate of Airworthiness for operations of the Aircraft in the country of owner in the Private or Public Transportation category. Textron Aviation reserves the right to provide a customized placard solution to accommodate intended timeframe as needed. Buyer shall be responsible for all cost associated with registering the Aircraft in the applicable country. Customer must identify which Country the aircraft will be registered in.	TBD	TBD

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FLIGHT DECK



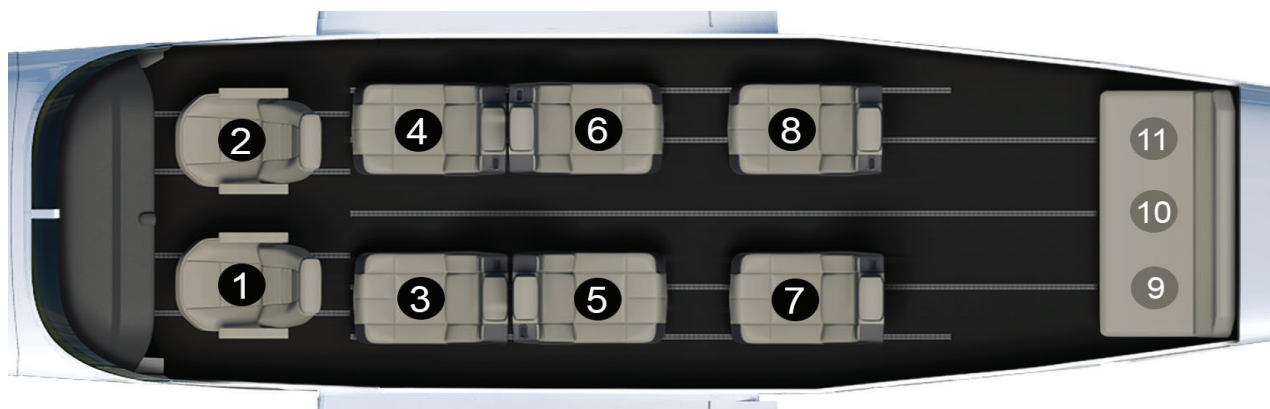
INTERIOR

CABIN CONFIGURATION

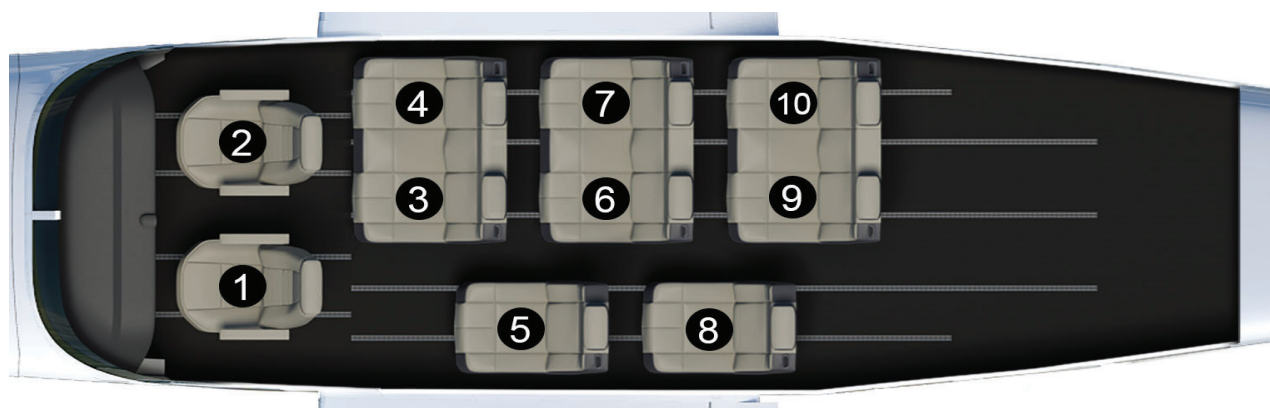
8 OR 11 PLACE COMMUTER SEATING



8 OR 11 PLACE CLUB SEATING



10 PLACE COMMUTER SEATING



INTERIOR

Note: In accordance with FAR Part 23, rear facing seats must have a headrest installed.

Note: In accordance with FAR Part 23, maximum seating is limited to nine passenger seats and required crew. Operations with more than 11 seats requires a FAR Part 23 nine passenger limit waiver from the Department of Civil Aviation of the country in which the aircraft is to be operated. Maximum seating with a FAR Part 23 nine passenger limit waiver is 14. If said waiver is not obtained and supplied to Textron Aviation prior to aircraft delivery, only the two crew seats and up to nine passenger seats will be installed by Textron Aviation. The balance of the passenger seats will be strapped down in aircraft as loose equipment and must be installed by the customer.

Note: In accordance with FAR 91.223 turbine-powered U.S. registered airplanes configured with six or more passenger seats, excluding any pilot seat, must be equipped with an approved terrain awareness and warning system that as a minimum meets the requirements for Class B equipment in Technical Standard Order (TSO)-C151.

Note: In accordance with FAR 135.154 two turbine-powered airplanes configured with six to nine passenger seats, excluding any pilot seat must be equipped with an approved terrain awareness and warning system that meets as a minimum the requirements for Class B equipment in Technical Standard Order (TSO)-C151.

Estimated
Weight (lb) Warranty
(Years)

CABIN CONFIGURATION

□113SSW	8-PLACE COMMUTER Two crew seats are included with standard aircraft. This option adds six single passenger seats installed in forward facing configuration (does not include headrests). Note: Passenger headrests are available for additional charge and must be ordered separately with FK141A6.	150.6	1
□69A	8-PLACE COMMUTER CLUB Two crew seats are included with standard aircraft. This option adds six single passenger seats, (including headrests), installed as two single forward facing seats and a four seat club configuration.	157.1	1
□68X	10-PLACE COMMUTER Two crew seats are included with standard aircraft. This option adds three double passenger seats, installed forward facing on right side of aircraft and two single passenger seats installed forward facing on left side of aircraft (does not include headrests). Note: Passenger headrests are available for additional charge and must be ordered separately with FK141A8.	189.1	1

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

INTERIOR

		Estimated Weight (lb)	Warranty (Years)
<input type="checkbox"/> 113HSW	11-PLACE COMMUTER Two crew seats are included with standard aircraft. This option adds six single passenger seats, installed in a forward facing configuration with a 3-place aft couch (does not include headrests). Note: Passenger headrests are available for additional charge and must be ordered separately with FK141A6.	187.0	1
<input type="checkbox"/> 69B	11-PLACE COMMUTER CLUB Two crew seats are included with the standard aircraft. This option adds six single passenger seats (including headrests), installed as two single forward facing seats, a four seat club configuration, and three-place aft couch.	193.5	1
<input type="checkbox"/> CRQ	3-PLACE AFT COUCH This option adds a belted three place aft couch (does not include headrests) in the rear of the cabin.	36.5	1
	PASSENGER SEAT HEADREST OPTIONS		
<input type="checkbox"/> 141A6	Includes six headrests installed on passenger seats.	6.5	1
<input type="checkbox"/> 141A8	Includes eight headrests installed on passenger seats.	8.6	1

Equipment supplied by the identified Supplier within a requested option will receive the limited warranty for the period specified in this Optional Equipment Selection Guide. All other associated components of the requested option (wiring, cables, racks, etc.), from other than the stated Supplier, will receive a limited warranty for a period of one year.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

INTERIOR

INTERIOR STYLING – AVAILABLE IN CANYON AND SAVANNA COLOR GROUPINGS. SEE INTERIOR SELECTION GUIDE FOR COLOR AND FABRIC SELECTION.

CANYON




Floor Covering

Sidewall

Seats

Standard

Standard Vinyl

Optional Fabric

Standard


SAVANNA

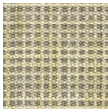



Floor Covering


Sidewall

Seats

Standard

Standard Vinyl

Optional Fabric

Standard

CANYON OR SAVANNA GROUPS

SEATS

- ☐ Standard Durable Luxury Covering (Leather-Like)
- ☐ Alternate Leather

SIDEWALL

- ☐ Standard Vinyl
- ☐ Alternate Fabric

FLOOR COVERING

- ☐ Standard Vinyl

Estimated Weight (lb) Warranty (Years)

0 1
10-15 1

0 1
TBD 1

0 1

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

INTERIOR

LUXURY SEATING

□ OASIS INTERIOR

Luxury interior options are offered through Yingling Aviation under a supplemental type certificate. Installation of this interior is accomplished after aircraft acceptance and delivery from Textron Aviation. Yingling Aviation offers multiple Oasis interior floor plans in eight place, nine place, and ten place configurations, including crew. The Oasis interiors feature top-grain leather seats, decorative lower sidewall fabric, and a transitional sidewall trim with wood veneer accent. Choose from four interior color options. Caravan operators helped in the design of the cabinets which provide storage and convenient access to aeronautical books and charts, and beverage containers.

Standard features include wood veneer cabinetry, fully functional seats, topgrain leather, side tables with leather inserts, wool cut pile carpet, one gallon electric clean flush toilet, sidewall accent trim, forward and aft privacy curtain, and two 110 outlets located in the cabin.

Note: The Oasis Interior is installed, warranted and administered by Yingling Aviation. Contact Yingling Aviation for additional information.

Yingling Aviation, 2010 Airport Road, P.O. Box 9248, Wichita, KS 67277
(316) 943-3246 / (316) 943-2484
interiors@yinglingaviation.com / www.yinglingaviation.com

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

□CRQ **PERMAGARD COATING ON RIGHT HAND CARGO POD & STRUT**

A protective coating applied to the right hand side of the cargo pod and right main landing gear strut to facilitate cleaning of soot. Note: Not applicable for aircraft painted with semi-gloss or flat paint.

PAINT

Textron Aviation strives to select and use high quality polyurethane paints from the leading manufacturers. Polyurethane paints are used because of their high gloss characteristics and ability to withstand dramatic temperature and pressure changes. The paint will maintain its high gloss characteristics for an extended period of time provided it is cared for properly.

Paint warranty applies only to defect in material and workmanship for a period of one year. Paint deterioration due to normal wear, exposure, or improper care is not covered by the warranty.

Paint associated with amphibious floats is applied and warranted by Wipaire, Inc.

PAINT DESIGN

Customers may choose a standard scheme or a custom stripe design. The cost of custom designs is dependent on the complexity of the design, use of special paint, number of colors, and logos.

Paint definition required concurrently with other aircraft specifications.

The use of multi-color fades or blends is not available.

The use of metallic paint on the radar dome or as an overall base coat is not available.

PAINT COLORS

Contact Contract Administration for paint brochures.

Matterhorn White is the standard base color.

Please select stripe colors from the Axalta Aviation Color Selector.
Axalta AF700 is the standard paint used on stripe designs.

REGISTRATION

Styling, color, and placement of the aircraft registration is restricted by the regulations of the country in which the aircraft will be registered. Styling options available, if allowed, include rounded vertical block, 30-degree slant, and shadows.

NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

Stripe 2001A



Stripe 2002A



Stripe 2003A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

Stripe 2004A



Stripe 2005A



Stripe 2006A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

Stripe 2007A



Stripe 2008A



Stripe 2009A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

Stripe 2010A



Stripe 2011A



Stripe 2012A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXTERIOR

Stripe 1613A



Stripe 1614A



Stripe 1615A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

February 2020, Revision A
For Aircraft to be Delivered in 2020

EXTERIOR

Stripe 1616A



Stripe 1617A



Stripe 1618A



NOTE: OPTIONAL EQUIPMENT AND VENDORS ARE SUBJECT TO CHANGE WITHOUT NOTICE.



U.S. + **1.844.44.TXTAV** | INTERNATIONAL +**1.316.517.8270** | **TXTAV.COM**

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February 2020
OESG-TBP-208-0220

Exhibit E - 37 Pages

The contents of this contract are confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at webcms.pima.gov under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request.

If you have any questions, please call (520)724-8161.

EXHIBIT F (1 page)

KANSAS SALES TAX EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the sale to him of the following Aircraft: Textron Aviation Inc., Model TBD Serial Number TBD, by of Independence, Kansas is exempt from the tax levied by the Kansas retailers' sales and compensating tax act for the following reason.

- _____ The purchaser is a bona fide resident of _____ (state), not Kansas. The Aircraft will not to be registered or based in Kansas and will not remain in Kansas more than 10 days after purchase and delivery, as provided in KSA 79-3606(k).
- _____ The Aircraft is purchased for resale or lease by a person engaged in the business of selling or leasing aircraft. I hold registration number _____ issued by the state of _____. (KSA 79-3603(a))
- _____ The Aircraft is purchased for use outside of the United States, as provided in KSA 79-3606(g).
- _____ The Aircraft will be used by the purchaser as a certified or licensed carrier (Part 135 or equivalent) of persons or property in interstate or foreign commerce under authority of the laws of the United States or any foreign government, as provided in KSA 79-3606(g).
- _____ The Aircraft is purchased directly by the United States, or an agency or instrumentality of the United States for the use of the United States, its agencies or instrumentalities, as provided in KAR 92-19-77.
- _____ The Aircraft is purchased by a foreign government or an agency or instrumentality of a foreign government, as provided in KSA 79-3606(g).
- _____ The Aircraft is purchased directly by the state of Kansas, a political subdivision thereof (other than a school or educational institution) and will be used exclusively for state or political subdivision purposes, as provided in KSA 79-3606(b).
- _____ The Aircraft is purchased directly by a public or private elementary or a secondary school or public or a private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution, as provided in KSA 79-3606(c).
- _____ The Aircraft is purchased directly by a public or private nonprofit hospital or a nonprofit blood, tissue, or organ bank and will be used exclusively for hospital or nonprofit blood, tissue or organ bank purposes, as provided in KSA 79-3606(b).

The undersigned understands and agrees that if the Aircraft is used other than as stated above or for any other purpose that is not exempt from sales or compensating tax, the undersigned purchaser becomes liable for the tax.

Purchaser Name: TBD
Purchaser Address: TBD

Authorized Signature: _____ Dated: _____

RESOLUTION 2020 - ____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING AGENTS TO SIGN DOCUMENTS REQUIRED TO COMPLETE
THE PURCHASE OF AIRCRAFT UNDER CONTRACT No. PO-PO-21-08**

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County (“County”) has entered into a contract with Textron Aviation, Inc. (“Contractor”), Contract No. PO-PO-21-08, to purchase two new (2) Cessna 208 Caravan special missions aircraft.
2. County will take delivery of the aircraft at Contractor’s facility in Independence, Kansas and certain documents must be completed at the time of delivery including documents required by the Federal Aviation Administration (“FAA”).
3. Contractor requires execution of a Limited Power of Attorney (“LPOA”) authorizing an individual to sign documents, inspect, and accept delivery of Textron Aviation Inc. (“Aircraft”), as the agent of and on behalf of County.
4. At this time, the serial and registration numbers are not available and will need to be added to the LPOA at the time of delivery.
5. Contractor has requested that County also designate at least one additional agent as a backup.
6. Three (3) LPOAs for each designated agent are attached to this Resolution as Exhibit A.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOW, THEREFORE, BE IT RESOLVED:

- A. The Chairman of the Pima County Board of Supervisors is authorized to sign the LPOAs attached hereto as Exhibit A.
- B. Captain Gary K. Anderson, Lieutenant Doug S. Hanna and Sergeant Benjamin P. Hill are designated as the County's delegated agents.

Passed and adopted, this _____ day of _____, 2020.

Chairman, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Shunz

Stacey Roseberry, Deputy County Attorney

LIMITED POWER OF ATTORNEY

To Seller: **Textron Aviation Inc (“TAI”)**

This LIMITED POWER OF ATTORNEY hereby authorizes

Full Name: Gary K. Anderson

Title: Commander, Specialized Response Division

Address: 1750 E. Benson Highway

City: Tucson, State: AZ Zip Code: 85714

Country: United States

Telephone Number: (520)351-4600

(“Agent”)

to sign documents, inspect and accept delivery of two (2) Textron Aviation Inc. Caravan aircraft, model 208, serial number(s) _____ and _____, registration number(s) _____ and _____ ("Aircraft"), as the agent of and on behalf of **Pima County ("County")** who is currently under contract with TAI to purchase the Aircraft under Contract/Purchase Order Number PO-PO-21-08.

County fully empowers Agent to sign all documents involved in the Aircraft delivery, including, but not limited to, the Delivery Receipt and further directs TAI to accept the signature of Agent as the signature of and on behalf of County. County fully indemnifies TAI for any and all liabilities, costs, and expenses, including reimbursement for attorney fees, that County incurs as a result of accepting and giving full faith and credit to Agent's signature as a valid signature on behalf of County.

This LIMITED POWER OF ATTORNEY is for the above-described transaction only. The signatory of this LIMITED POWER OF ATTORNEY verifies that he or she has read the complete LIMITED POWER OF ATTORNEY, understands its contents, and has full authority to bind and hereby does bind Purchaser.

PURCHASER: PIMA COUNTY

Signature: _____

Print Name: Ramon Valadez

Title: Chairman, Pima County Board of Supervisors

State of Arizona)
County of PIMA)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20____
[Day]
[Month]
[Year]

by _____
[Name of Signer]

Notary Public [Notary Public Signature]

(Affix Seal Here)

LIMITED POWER OF ATTORNEY

To Seller: **Textron Aviation Inc (“TAI”)**

This LIMITED POWER OF ATTORNEY hereby authorizes

Full Name: Doug S. Hanna

Title: Commander, Tactical Response Section

Address: 1750 E. Benson Highway

City: Tucson, State: AZ Zip Code: 85714

Country: United States

Telephone Number: (520)351-4600

(“Agent”)

to sign documents, inspect and accept delivery of two (2) Textron Aviation Inc. Caravan aircraft, model 208, serial number(s) _____ and _____, registration number(s) _____ and _____ ("Aircraft"), as the agent of and on behalf of **Pima County** ("**County**") who is currently under contract with TAI to purchase the Aircraft under Contract/Purchase Order Number PO-PO-21-08.

County fully empowers Agent to sign all documents involved in the Aircraft delivery, including, but not limited to, the Delivery Receipt and further directs TAI to accept the signature of Agent as the signature of and on behalf of County. County fully indemnifies TAI for any and all liabilities, costs, and expenses, including reimbursement for attorney fees, that County incurs as a result of accepting and giving full faith and credit to Agent's signature as a valid signature on behalf of County.

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PURCHASER: PIMA COUNTY

Signature: _____

Print Name: Ramon Valadez

Title: Chairman, Pima County Board of Supervisors

State of Arizona)
County of PIMA)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20____
[Day] [Month] [Year]

by _____
[Name of Signer]

Notary Public [Notary Public Signature]

(Affix Seal Here)

LIMITED POWER OF ATTORNEY

To Seller: **Textron Aviation Inc (“TAI”)**

This LIMITED POWER OF ATTORNEY hereby authorizes

Full Name: Benjamin P. Hill

Title: Supervisor, Air Unit

Address: 1750 E. Benson Highway

City: Tucson, State: AZ Zip Code: 85714

Country: United States

Telephone Number: (520)351-4600

(“Agent”)

to sign documents, inspect and accept delivery of two (2) Textron Aviation Inc. Caravan aircraft, model 208, serial number(s) _____ and _____, registration number(s) _____ and _____ ("Aircraft"), as the agent of and on behalf of **Pima County** ("**County**") who is currently under contract with TAI to purchase the Aircraft under Contract/Purchase Order Number PO-PO-21-08.

County fully empowers Agent to sign all documents involved in the Aircraft delivery, including, but not limited to, the Delivery Receipt and further directs TAI to accept the signature of Agent as the signature of and on behalf of County. County fully indemnifies TAI for any and all liabilities, costs, and expenses, including reimbursement for attorney fees, that County incurs as a result of accepting and giving full faith and credit to Agent's signature as a valid signature on behalf of County.

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PURCHASER: PIMA COUNTY

Signature: _____

Print Name: Ramon Valadez

Title: Chairman, Pima County Board of Supervisors

State of Arizona)
County of PIMA)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20____
[Day] [Month] [Year]

by _____
[Name of Signer]

Notary Public [Notary Public Signature]

(Affix Seal Here)