



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 10-14-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0215 4282 AVN2200000002 1	Procurement Folder:	953433
Document Name:	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	Reason for Modification:	Contract document issued to memorialize changes to vendor information with the same terms and conditions.
Document Description:	MASTER AGREEMENT - MAINTENANCE AND REPAIR FOR WV HELICOPTERS		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-09-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-16

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000197971 SUMMIT HELICOPTERS INC 525 MCCLELLAND ST SALEM VA 24153 US Vendor Contact Phone: 540-992-5500 Extension:	Requestor Name: Tierra S Gable Requestor Phone: (304) 558-0403 Requestor Email: tierra.s.gable@wv.gov																				
Discount Details:	22 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
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#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV 25305-0121 US	DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US

10-20-21
Bax

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

MKP 10/14/2021

PURCHASING DIVISION AUTHORIZATION

DATE: *Tanya K* 10/18/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Beverly Tolen* 10-25-2021
ELECTRONIC SIGNATURE ON FILE

10/21/2021

Extended Description:

This contract identified as CMA AVN2200000002 is created for administrative purposes only and is intended to change the name of the vendor identified in contract no. CMA AVN2100000001 from C3M Inc Summit Helicopters INC (V/C account 000000198370) to Summit Helicopters Inc.(V/C account 000000197971). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 09/24/2021

Old procurement folder: 747707

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78181802			EA	0.000000
	Service From	Service To			

Commodity Line Description: MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

Extended Description:

See Attached Exhibit A - Pricing page



Summit Helicopters, Inc.

525 McClelland Street Salem, VA 24153
540.375.8909 | 540.375.8904 fax
summithelicopters.com

September 24, 2021

WV Dept. of Administration
Attn: Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

Dear Purchasing:

This letter is to serve as notification that Summit Helicopters Inc (Vendor #000000197971) has merged with C3M Inc Summit Helicopters Inc (Vendor #000000198370) and Summit Helicopters Inc (Vendor #000000197971) will be managing the maintenance contract CMA 0215 4282 AVN2100000001 from this date forward (September 24, 2021).

Summit Helicopters Inc (Vendor #000000197971) will now be handling all actions originally provided by C3M Inc Summit Helicopters Inc (Vendor #000000198370) such as invoicing, RFQs and general correspondence.

From the date of this letter (September 24, 2021) all purchases orders, questions and correspondence should be addressed to Summit Helicopters Inc (Vendor #000000197971).

Any questions please feel free to contact us at 540-375-8909.

Summit Helicopters Inc (Vendor #000000197971) values your business and we look forward to continuing our relationship.

Cordially,

John N Milko

Secretary/Treasurer

Summit Helicopters Inc (Vendor #000000197971)

D.J. Peters

Director of Operations

C3M inc Summit Helicopters Inc (Vendor #000000198370)



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-01-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0215 4282 AVN2100000001 2	Procurement Folder:	747707
Document Name:	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	Reason for Modification:	Change Order #1 To Renew Contract
Document Description:	MASTER AGREEMENT - MAINTENANCE AND REPAIR FOR WV HELICOPTERS		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-09-17
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-16

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000198370 C3M INC SUMMIT HELICOPTERS INC PO BOX 39 CLOVERDALE VA 24077 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Tierra S Gable Requestor Phone: (304) 558-0403 Requestor Email: tierra.s.gable@wv.gov																				
Discount Details:																					
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INVOICE TO	SHIP TO
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV 25305-0121 US	DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US

Total Order Amount:	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY : Tara Lyle DATE: 2021-08-30 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY : John S Gray DATE: 2021-09-01 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY : Guy L Nisbet DATE: 2021-09-01 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order No. 1 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 09/17/2021 - 09/16/2022.

Renewals Remaining: (2)

All provisions of the original contract and subsequent change order not modified herein shall remain in full force and effect.
No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78181802			EA	0.000000
	Service From	Service To			

Commodity Line Description: MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

Extended Description:

See Attached Exhibit A - Pricing page



STATE OF WEST VIRGINIA
AVIATION DIVISION

CHARLES R. MCDOWELL, II
DIRECTOR

August 4, 2021

John N. Milko, Director of Sales and Marketing
C3M Inc Summit Helicopters Inc [Vendor#000000198370]
PO Box 39
Cloverdale, VA 24077

Re: CMA 0215 4282 AVN2100000001 [Maintenance and Repair for the State of WV Helicopters]

Mr. Milko:

The State of WV Aviation Division is offering to renew the Maintenance and Repair Contract for the State of WV Helicopters per Central Master Agreement (CMA) 0215 4282 AVN2100000001 under the same terms, conditions and pricing.

The renewal period will begin on September 17, 2021 and expire on September 16, 2022 with two (2) renewals remaining.

If C3M Inc Summit Helicopters Inc agrees to this renewal, please sign below and return this letter along with the other documents requested via email to Tierra.S.Gable@wv.gov

Attached is a Purchasing Affidavit to be part of the contract renewal and is required to be signed and dated. Please also include a current copy of C3M Inc Summit Helicopters Inc Certificate of Liability Insurance.

Please contact me at 304-558-0403 with any questions. Thank you.

Sincerely,

Charles R. McDowell, II
Director of Aviation

C3M Inc Summit Helicopters Inc agrees to renew the contract as stated above under the same terms and conditions in the original central master agreement and any change orders thereto.

John N Milko Secretary/Treasurer
Name and Title Printed

August 4, 2021
Date Signed

cc: Sheila Gray, Finance Division; Melissa Pettrey, Purchasing Division
Enclosure(s): Purchasing Affidavit



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2020-08-12

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0215 4282 AVN2100000001		Procurement Folder: 747707
Document Name: MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS		Reason for Modification:
Document Description: MASTER AGREEMENT - MAINTENANCE AND REPAIR FOR WV HELICOPTERS		
Procurement Type: Central Master Agreement		
Buyer Name: Linda B Harper		
Telephone: (304) 558-0468		
Email: linda.b.harper@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2020-09-17
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2021-09-16

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000198370 C3M INC SUMMIT HELICOPTERS INC PO BOX 39 CLOVERDALE VA 24077 US Vendor Contact Phone: (540) 375-8909 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Tierra S Gable Requestor Phone: (304) 558-0403 Requestor Email: tierra.s.gable@wv.gov

INVOICE TO	SHIP TO
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV 25305-0121 US	DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor: C3M Inc. Summit Helicopters Inc., agrees to this "Open-End" Contract with the Department of Administration Aviation Division for Maintenance and Repairs of the State of West Virginia helicopters per the bid requirements, terms and conditions, and the vendor's submitted and accepted bid on : 07/28/2020, and Addendum 1 dated 07/14/2020 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78181802			EA	\$0.000000
Service From		Service To			

Commodity Line Description: MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

Extended Description:

See Attached Exhibit A - Pricing page

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on 09/17/2020 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** -- This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ **FAA Repair Station License**

☒ **Bell Helicopter Customer Service Facility Certificate**

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☒ **Commercial General Liability Insurance OR Aircraft Products/Completed Operations and Grounding Liability Insurance**, minimum amount \$250,000.00 per Section 3.1.1.11 of the specifications.

☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ N/A for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John N. Milko Director - Sales & Marketing

(Name, Title)

John N. Milko Director - Sales & Marketing

(Printed Name and Title)

525 McClelland St Salem, VA 24153

(Address)

540-375-8909 540-375-8904

(Phone Number) / (Fax Number)

john.milko@summithelicopters.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Summit Helicopters, Inc.

(Company)

John N. Milko Secretary/Treasurer

(Authorized Signature) (Representative Name, Title)

John N. Milko Secretary/Treasurer

(Printed Name and Title of Authorized Representative)

8/12/2020

(Date)

540-375-8909 540-375-8904

(Phone Number) (Fax Number)

SOLICITATION NUMBER: AVN2100000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☒ | Other

Description of Modification to Solicitation:

Addendum 1 issued for the following reason:

1. To change the buyer contact information to Linda B. Harper, 304-558-0468, email: Linda.B.Harper@wv.gov

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AVN2100000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Summit Helicopters, Inc.

Company

John N. Milko

Authorized Signature

7/22/2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance for the helicopters listed in Section 3 below.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "Consumables"** means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page as instructed.
 - 2.5 "FAA"** means Federal Aviation Administration.
 - 2.6 "KTS"** means knots true air speed
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 AIRCRAFT MAINTENANCE AND REPAIR:** To provide helicopter scheduled, un-scheduled maintenance, and/or emergency repairs for the following aircraft:

<u>Make/Model</u>	<u>Aircraft Registration (Tail Number)</u>	<u>Serial Number</u>
1980 Bell 206B Jet Ranger	N6WV	SN: 3138
2003 Bell 206L4 Long Ranger	N5WV	SN: 52279
2006 Bell 407	N3WV	SN: 53713
2001 Bell 206B Jet Ranger	N890SP	SN: 5269
1995 Bell 206B Jet Ranger	N895SP	SN: 5220

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES: The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner to prevent prolonged down time in accordance with prevailing circumstances at that time. All maintenance and services will be accomplished promptly and without delay.

The vendor will commence maintenance no later than the next business day, after agreed upon date, and continue maintenance until the aircraft is returned to the Agency in an airworthy condition.

Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

3.1.1.2 EMERGENCY REPAIRS: Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field, or home facility, which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

3.1.1.3 AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the Federal Aviation Administration (FAA) and will be licensed as an Aircraft Repair Station. The Vendor will maintain parts and tools as required by the FAA for an Aircraft Repair Station. The Repair Station shall also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

3.1.1.4 AUTHORIZED SERVICE CENTER: The vendor shall be a Certified Bell Helicopter Customer Service Facility for the model(s) of aircraft specified herein for the duration of the Contract. The vendor shall maintain the minimum parts and tools as required by a Certified Bell Helicopter Customer Service Facility. The vendor shall provide a copy of their Bell Helicopter Customer Service Facility Certificate. It is

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

preferred that this information be provided with the bid response but is required before award of Contract.

- 3.1.1.5 CERTIFIED MECHANICS:** The vendor shall employ at least five (5) licensed airframe and power plant mechanics experienced in aircraft maintenance, and an authorized inspector having at least three (3) years current aircraft experience for the model(s) of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with the Bell Helicopter Customer Service Facility agreement for the duration of this Contract.

All inspections, maintenance and services shall be entered in the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate. The vendor shall provide the Agency with an updated roster listing by name and FAA mechanics certificate number licensed Airframe & Power Plant Mechanics and Authorized Inspectors employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.

- 3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM:** The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code of Federal Regulations. The vendor shall provide the Agency with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification. It is preferred that this information be provided with the bid response and is required before award of Contract.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

3.1.1.7 EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years of experience in aircraft operations and maintenance for the model(s) of aircraft specified herein. A corporate resume outlining the corporate history and experience of the vendor shall be provided. It is preferred that this information be provided with the bid response but is required before award of Contract.

3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as required by the Agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at Agency request.

At such time as an engine or major avionics component requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine/component and prepare the same for shipping to a Maintenance Repair Overhaul (MRO) shop chosen by the agency for overhaul and / or repair.

The vendor shall provide the agency with a listing of the vendor's typical certified MRO shops. It is preferred that this information be provided with the bid response but is required before award of Contract.

At such time the agency's certified aircraft mechanic is performing an inspection and or maintenance on the aircraft at the agency's facility and an engine or major avionics component is discovered to need extensive maintenance, the agency will remove said engine/component and prepare the same for shipping. The agency shall ship the engine/component directly to a vendor's MRO upon prior coordination with the vendor.

The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul, repair or exchange.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only FAA approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Bell Helicopter (Bell Parts). Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors (Non-Bell Parts). The vendor shall install or replace any or all approved parts that may be provided by the Agency to restore the aircraft to an airworthy condition.

The agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of helicopter repair parts. In such instances, the agency will absorb the actual cost of the freight. The vendor will prepay freight charges and charge back to the agency. The vendor shall provide a copy of the freight bill with their invoice.

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall furnish the agency with a computer-generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/unscheduled maintenance is performed.

- 3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION:** The vendor shall employ at least one avionics technician that will provide the removal, replacement, or repair of avionics components as necessary. The vendor shall provide the Agency with an updated roster listing the avionics technician(s) by name. It is preferred that this information be provided with the bid response and is required before award of Contract.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

3.1.1.10 DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the agency for any damage occasioned thereto by the misfeasance or nonfeasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

3.1.1.11 INSURANCE: The vendor shall furnish proof of coverage of Commercial General Liability Insurance or Aircraft Products/Completed Operations and Grounding Liability Insurance prior to the issuance of the contract. The minimum amount of insurance coverage required is \$ 250,000.00

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Exhibit A- Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

1. Exhibit A, Section A, Line Items 1 through 3: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost.
2. Exhibit A, Section A, Line Items 4 and 5: "Parts" Percent Discount. Vendors must show the percentage discount and enter the percentage discount into the pricing page for Year 1 plus the optional renewal contract years 2 – 4 for both Bell Parts and Non-Bell Parts. The percentage discount is then multiplied by the Estimated List Cost which equals the Amount of Discount. The Amount of Discount minus the Estimated List Cost equals Discounted Cost. Discounted Cost for contract year 1, plus optional renewal contract years 2-4 equals the Extended Cost.
3. Exhibit A, Section A, Line Items 6 through 11: Equipment Use Estimated List Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost

REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

4. Exhibit A, Section A, Line Item 12: Consumables is the sum of Extended Cost of Line Items 1-3 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.
5. Exhibit A, Sections B and C: Nautical Miles and Road Miles is the estimated round-trip travel by the agency to the vendor facility over the life of the contract. Section B and C amounts are for evaluation purposes only and will not be included in the award total.
6. Total Bid is the sum of "Section A" (+) "Section B" (+) "Section C" (=) Total Pricing Page Bid Amount.

5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders by wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 **Invoicing:** All invoices, delivery slips or freight bills must show the agency and purchase order number as indicated on the Central Master Agreement (CMA). Invoices including labor must specify the quantity of labor hours and the labor rate per Exhibit A-Pricing Page. Invoices including parts must specify the part number as a Bell part or non-Bell part. Each part listed must display the list price, percent discount and contract unit price per Exhibit A-Pricing Page.

The Agency shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travel involves an overnight stay. Mileage charges will be reimbursed based on the current West Virginia travel regulations which can be found at: <http://www.state.wv.us/admin/purchase/travel>.

6. DELIVERY AND RETURN:

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 Adding and Deleting Aircraft:** The Agency reserves the right to add or delete aircraft from this contract with approval from the State of WV Purchasing Division.
- 8.2 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

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MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

- 8.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John Milko

Telephone Number: 540-375-8909

Fax Number: 540-375-8904

Email Address: john.milko@summithelicopters.com

Exhibit A - Pricing Page		CMA:		AVN2100000001	
State of WV Helicopters		Vendor:		Summit Helicopters, Inc.	
Normal working hours are considered to be MON - FRI:		8:00	am to	5:00	pm.
RATE SCHEDULE:					
Line	Description	Unit Cost			
Item	Unit of Measure Items 1-3 = Per Hour	Year 1	*Year 2	*Year 3	*Year 4
1	Straight Hourly Shop Rate	\$ 85.00	\$ 90.00	\$ 90.00	\$ 95.00
2	Shop Rate other than Normal Working	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
3	Hourly Rate at other than Contractor Facility	\$ 95.00	\$ 95.00	\$ 95.00	\$ 105.00
PARTS:					
Line	Description	% Discount from List Cost			
Item		Year 1	*Year 2	*Year 3	*Year 4
4	Bell Parts Percent Discount:	7.00%	7.00%	7.00%	7.00%
5	Non-Bell Parts Percent Discount:	5.00%	5.00%	5.00%	5.00%
	Description: Consumables	Percentage amount will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.			
		% for cost of Consumables 1.00%			

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Summit Helicopters Inc

Authorized Signature: [Signature] Date: 9/24/2021

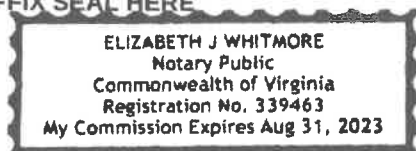
State of Virginia

County of Bolton, to-wit:

Taken, subscribed, and sworn to before me this 24th day of September, 2021.

My Commission expires August 31, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

SUMMIT HELICOPTERS, INC.

Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	8/23/2010		8/23/2010	Domestic	Profit			

Organization Information

Business Purpose	1131 - Agriculture, Forestry, Fishing and Hunting - Forestry and Logging - Timber Tract Operations	Capital Stock	50000.0000
Charter County		Control Number	99LAV
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	50000.000000
Authorized Shares	1	Young Entrepreneur	Not Specified

Addresses

Type	Address
Local Office Address	525 MCCLELLAND ST SALEM, VA, 24153
Mailing Address	P O BOX 1024 SALEM, VA, 24153 USA
Notice of Process Address	MIKE KELLY 3589 VAGO ROAD FRANKFORD, WV, 24938
Principal Office Address	525 MCCLELLAND ST PO BOX 909 SALEM, VA, 24153 USA
Type	Address

Officers	
Type	Name/Address
Incorporator	CARL N. MILKO P O BOX 39 CLOVERDALE, WV, 24077 USA
Secretary	JOHN N MILKO, SEC AND TREAS PO BOX 39 CLOVERDALE, VA, 24077
Type	Name/Address

Annual Reports
Filed For
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For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, October 14, 2021 — 10:51 AM

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