



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

Request for Quotation

RFQ NUMBER:
 AVN106312

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Summit Helicopters, Inc.
 PO Box 39
 595 Cougar Drive
 Cloverdale, VA 24077
 (540) 992-5500 summitsales@rbnet.com

DEPARTMENT OF ADMINISTRATION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2010	Net 30	Bestway	Origin	PP+ADD
BID OPENING DATE: 03/25/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-08	\$37,450.00	\$37,450.00
AIRCRAFT MAINTENANCE FOR (3) BELL HELICOPTERS						
REQUEST OF QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF AVIATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH MAINTENANCE SERVICES FOR (3) BELL HELICOPTERS PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WV STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/17/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.						
QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.						
EXHIBIT 10						
REQUISITION NO. :						

RECEIVED

2010 MAR 23 P 12:26

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>John M. [Signature]</i>	TELEPHONE 540-992-5500	DATE 3/22/2010
TITLE Sales & Marketing Dir	FEIN 541156923	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>
16. **LICENSING:** Vendors 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. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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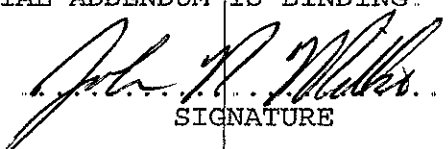
TYPE NAME/ADDRESS HERE
 Summit Helicopters, Inc.
 PO Box 39 595 Cougar Drive
 Cloverdale, VA 24077

SHIP TO

DEPARTMENT OF ADMINISTRATION
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03/04/2010				

BID OPENING DATE: 03/25/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY 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.						
 SIGNATURE Summit Helicopters, Inc. COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 540-992-5500	DATE 3/22/2010	
TITLE Sales & Marketing Dir	FEIN 541156923	ADDRESS CHANGES TO BE NOTED ABOVE	

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				3/22/2010 DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SIGNATURE <i>[Signature]</i>			TELEPHONE 540-992-5500	DATE 3/22/2010	
TITLE Sales & Marketing Dir		FEN 541156923	ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John T. Mills</i>	TELEPHONE 540-992-5500	DATE 3/22/2010
TITLE Sales & Marketing Dir	FEIN 54-1156923	ADDRESS CHANGES TO BE NOTED ABOVE

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03/04/2010				

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ NO.: AVN106312</p> <p>BID OPENING DATE: 03/25/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 540-992-5500	DATE 3/22/2010
TITLE Sales & Marketing Dir	FAX 54-1156923	ADDRESS CHANGES TO BE NOTED ABOVE

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03/04/2010				

BID OPENING DATE: 03/25/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				Fax (540) 992-5503 email summitsales@rbnet.com		
				CONTACT PERSON (PLEASE PRINT CLEARLY): John Milko		
				***** THIS IS THE END OF RFQ AVN106312 ***** TOTAL:		\$37,450.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John W. Milko* TELEPHONE 540-992-5500 DATE 3/22/2010

TITLE Sales & Marketing Dir FEIN 54-1156923 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

AIRCRAFT MAINTENANCE AND REPAIR

To provide helicopter maintenance, and / or emergency repairs for the following aircraft:

1980 BELL 206B JET RANGER N6WV,	SN: 3138
2003 BELL 206L4 LONG RANGER N5WV,	SN: 52279
2006 BELL 407 N3WV,	SN: 53713

INSPECTION, MAINTENANCE 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 so as 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 one (1) working day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition. Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

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.

AIRCRAFT REPAIR STATION: The vendor will meet all requirements as set forth by the Federal Aviation Administration and will be licensed as an Aircraft Repair Station. The repair station will maintain parts and tools as required. The station will 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.

CUSTOMER SERVICE FACILITY: The vendor must be a Certified Bell Helicopter Customer Service Facility for the models of aircraft specified herein. The vendor shall provide a copy of their Bell Customer Service Facility Certificate. It is preferred that this information be provided with the bid response.

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 models of aircraft specified herein. All inspections, maintenance and services will 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 State of West Virginia with an

updated roster listing by name and FAA mechanics certificate number licensed airframe & powerplant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response.

EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years experience in aircraft operations and maintenance for the models 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.

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 which apply. Service bulletins and letters will be at agency request

At such time as an engine 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 and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair. The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange.

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

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 freight cost. Vendor will prepay freight charges and charge back to the agency. The vendor must 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/non scheduled maintenance is performed.

AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall also provide the removal or replacement of components which do not require special tools, equipment or ratings.

DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage occasioned thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

INVOICING: All invoices, delivery slips or freight bills must show the Department of Administration, Aviation Division, purchase order number.

The Department of Administration, Aviation Division 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 miles from the vendor's facility and that travel involves an overnight stay. Current WV travel management regulations can be found at <http://www.state.wv.us/admin/purchase/travel>.

Mileage charges will be reimbursed based on the current West Virginia travel regulations. Current WV travel management regulations can be found at <http://www.state.wv.us/admin/purchase/travel>.

LIFE OF CONTRACT: Once the contract becomes effective it shall extend for a period of one (1) year or until such "reasonable time" thereafter as is necessary to negotiate a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate the contract for any reason upon giving the director of purchasing 30 days written notice.

RENEWAL: This contract may be renewed upon mutual written consent of the spending unit and vendor, submitted to the director of purchasing thirty (30) days prior to the expiration date of the contract. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year renewal periods.

CANCELLATION: The director of purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET/EMERGENCY PURCHASE CLAUSE: The director of purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work) to prevent prolonged or extensive aircraft down time.

INSURANCE: Vendor shall furnish proof of adequate public liability and property damage insurance prior to the issuance of a purchase order to include the repair and / or replacement of the aircraft from damage that is incurred during maintenance by the vendor. If applicable the vendor shall also be in compliance with all rules and regulations of the state of West Virginia B.E.P., workers compensation and unemployment compensation, and have all premiums paid and reports filed currently

TIME: Time consumed in delivery and / or performance is of the essence in this contract.

ADDING AND DELETING AIRCRAFT: The State of West Virginia, Aviation Division, reserves the right to add or delete aircraft from this contract with approval from the state of WV purchasing division.

RATE SCHEDULE: (See attached pricing sheet)

Aviation Cost Scenario Sheet

Vendors must complete the below cost scenario.

Summit Helicopters, Inc.

Section A:

Normal working hours are considered to be Monday thorough Friday from

8 am to 5 pm.

HOURLY RATES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	Straight Hourly Shop Rate	\$ 85.00	per hour	300	\$ 25,500.00
2	Hourly Rate at other than Vendor's Facility	\$ 95.00	per hour	10	\$ 950.00
3	Shop Rate other than Normal Working	\$ 125.00	per hour	10	\$ 1,250.00
PARTS:					
Line Item	Description		% Discount from List	Estimated List Price	Extended Cost
4	Bell Parts:		10.5 %	\$5,000	\$ 525.00
EQUIPMENT USE FEES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
5	Main Rotor Jack & Balance	\$ 150.00	per use	3	\$ 450.00
6	Tail Rotor Balance	\$ 100.00	per use	3	\$ 300.00
7	Battery Deep Cycle	\$ 500.00	per use	3	\$ 1,500.00
8	Battery Capacity Check	\$ 400.00	per use	3	\$ 1,200.00
OTHER FEES:					
9	Consumables	Will be billed at <u>3</u> % of the Straight Hourly rate X 300 to get extended cost:			\$ 765.00
Subtotal A:					\$ 32,440.00

Section B:

Current WV Travel Management Regulations can be found at
<http://www.state.wv.us/admin/purchase/travel>.

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
	Travel and Lodging				
10	Lodging at Vendor's Location	\$ 100.00	Per Diem	3	\$ 300.00
11	Meals at Vendor's Location	\$ 50.00	Per Diem	3	\$ 150.00
Subtotal B:					\$ 450.00

Section C:

Flight time calculation to fly Round Trip from Charleston, WV

Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from Yeager Airport in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two:

Description	Per-Trip
N3WV- 100 NM to contractor's facility divided by 125 (knots) x \$1100.00 (per hour) x 2	\$ 1,760.00
N5WV- 100 NM to contractor's facility divided by 100 (knots) x \$800.00 (per hour) x 2	\$ 1,600.00
N6WV- 100 NM to contractor's facility divided by 100 (knots) x \$600.00 (per hour) x 2	\$ 1,200.00
Subtotal C:	\$ 4,560.00
Subtotal Section A:	\$ 32,440.00
Subtotal Section B:	\$ 450.00
Subtotal Section C:	\$ 4,560.00
Total Bid:	\$ 37,450.00

Notes:

- 1.) The Cost of Flight Time, Meals, and Lodging for the Department of Administration Aviation Division personnel to the Vendor's facility will be used to award this contract.
- 2.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 3.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 4.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
- 5.) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 9.



P. O. Box 39
595 Cougar Drive
Cloverdale, Virginia 24077
Ph: (540) 992-5500 FAX: (540) 992-5503
summitsales@rbnet.com

March 22, 2010

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington St East
Charleston, WV 25305

SUBJECT: RFQ AVN106312 Aircraft Maintenance for (3) Bell Helicopters

Experience in Aircraft Operations:

Summit Helicopters, Inc. is based outside of Roanoke, VA and has been in operation and under the same management since December of 1980. Summit operates a fleet of aircraft to include Hiller UH-12ET Soloys, Bell 206 BIII Jet Rangers, Bell 206 Long Rangers and Bell 205's. Additionally Summit has contracts for maintenance and support of customer's aircraft located across the US to include 206B's, 206L's, 407's as well as Huey II's. Summit maintains an FAA Repair Station Certificate as well as a Bell Customer Service Facility for maintenance on all of the aircraft we operate as well as the 407, 212, OH-58 and UH-1 series aircraft. Summit also holds current Part 91, Part 135, and Part 137 certificates.

Summit has vast experience in maintenance, overhaul and upgrade of Bell aircraft. Summit's CSF agreement enables us to perform component overhauls on all of the above listed aircraft and Summit has a large array of exposure to major overhaul projects over the past 30 years. Summit has completed several 2500 hour overhaul inspections on the Bell 407 on aircraft belonging to ourselves as well as customers. In fact, the Bell 407 that successfully flew around the world from Pole to Pole was overhauled and refurbished by our technicians for Bell Helicopter Textron. Summit has also been involved in completions of new aircraft for corporate, EMS and Law Enforcement customers. In addition to airframe maintenance and component overhauls, we also have a full service avionics installation and repair shop that is capable of complete aircraft rewire projects, basic avionics troubleshooting and extensive avionics upgrades. Although Summit is a small company our technicians have vast experience and offer uncompromised customer support.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number **BHHR447C**

This certificate is issued to
SUMMIT HELICOPTER, INC.

whose business address is
**STATE ROAD 605
CLOVERDALE, VIRGINIA 24077**

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

with the following ratings:

**LIMITED - AIRFRAME (JANUARY 14, 1999)
LIMITED - POWERPLANT (JANUARY 14, 1999)
LIMITED - RADIO (JANUARY 14, 1999)
LIMITED - ALTIMETER (APRIL 24, 2003)
LIMITED - TRANSPONDER (APRIL 24, 2003)**

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

Date issued.

JANUARY 20, 1988

By direction of the Administrator

James D. Barton
JAMES D. BARTON
MANAGER AEA-FSDO-21 RICHMOND, VA

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF, SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION.

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

A002. Definitions and Abbreviations

HQ Control: 11/16/04

HQ Revision: 050

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in the Title 14 Code of Federal Regulations (CFR) Regulations and Title 49 United States Code as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

**Bilateral Aviation
Safety Agreement
(BASA)**

An executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.

Certificate Holder

In these operations specifications the term "certificate holder" shall mean the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.

CFR

Code of Federal Regulations

Class rating

As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.

**Domestic Repair
Station**

A certificated repair station located in the United States

Exemption

An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of CFR 14, Part 11.

**FAA Accountable
Manager**

A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.

FAA Form 8000-4-1

The FAA Form 8000-4-1 has been replaced with the form contained within this operations specifications application (OPSS) for the generation of the 14 CFR Part 145 Repair Station Operations Specifications

Foreign Repair Station

A certificated repair station located outside of the United States.

**Geographic
Authorization**

An approval provided to a foreign repair station to perform maintenance support under contract for a U.S. air carrier, or operator of U.S. - registered aircraft under 14 CFR Part 129, at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to the need of a U.S. air carrier or Part 129 foreign operator for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment

EASA

European Aviation Safety Agency

<u>EASA Accountable Manager</u>	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full member Authority
<u>Limited Rating</u>	Rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
<u>Limited Ratings - Specialized Services</u>	Rating issued for a special maintenance function when the function is performed in accordance with a specification or data acceptable to the Administrator
<u>Line Maintenance</u>	Any unscheduled maintenance resulting from unforeseen events; or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
<u>Maintenance</u>	The inspection, overhaul, repair, preservation, and the replacement of parts, but excludes preventive maintenance
<u>Maintenance Implementation Procedures (MIP)</u>	Procedures for implementing the provisions of a BASA that apply to maintenance
<u>MOE</u>	Maintenance Organization Exposition - Pertains to European Aviation Safety Agency member countries that use an MOE in place of a Repair Station Manual and a Quality Control Manual.
<u>Preventive Maintenance</u>	As defined in Appendix A subparagraph (c) of 14 CFR Part 43.
<u>QCM</u>	Quality Control Manual
<u>RSM</u>	Repair Station Manual
<u>Substantial Maintenance</u>	Any activity involving a C-check (routine airframe maintenance) or greater maintenance; any engine maintenance requiring case separation or teardown; and/or major alterations or major repairs performed on airframes, engines, or propellers.

U S Department
of Transportation
Federal Aviation
Administration

Operations Specifications

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

Dostal John R.

Principal Maintenance Inspector

EA21

3. Date Approval is effective: 12/2/05

Amendment Number: 2

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

Milko, Carl N.

Agent for Service

Date: 12/2/05

A003. Ratings and Limitations

HQ Control: 01/30/04

HQ Revision: 010

The Certificate Holder is authorized the following Ratings and/or Limitations:

Class Ratings

None Authorized

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make / Model</u>	<u>Limitations</u>
Airframe	Bell	204 Series	N/A
	Bell	205 Series	N/A
	Bell	206 Series	N/A
	Bell	407 Series	N/A
	Aero Falcon Exporters, Inc	OH58	N/A
	Southern Aero	UH-1B	N/A
	Garuck	UH-1B	N/A
	Hiller	12	N/A
	Hiller	12E Soloy	N/A
	PowerPlant	Allison	250C20 Engine
Allison		250C30P Engine	Maintenance excluding overhaul, in accordance with the current manual 14W2 and other approved data
Allison		250C47B Engine	Maintenance excluding overhaul, in accordance with the current manual CSP21001 and other approved data.
Allison		T63-700 and 720 Series	Maintenance excluding overhaul, in accordance with the current manuals, FAR 43 and other approved data.
Lycoming		T53-11-D and T53-13 Engines	Maintenance excluding overhaul, in accordance with the current manuals, FAR 43 and other approved data
Radio	Global Wulfsberg	Flitefone 40	N/A
	Global Wulfsberg	RT 30	N/A
	Global Wulfsberg	RT 118	N/A
	Global Wulfsberg	RT 138	N/A
	Global Wulfsberg	RT 450	N/A
	Global Wulfsberg	C-200 Control	N/A
	Global Wulfsberg	C-100 Control	N/A
Altimeter Instrument and Automatic Pressure Altitude Reporting			

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make / Model</u>	<u>Limitations</u>
System Test and Inspection	All	All Makes and Models	Altimeter instrument and automatic pressure altitude reporting system test and inspection on small aircraft in accordance with Appendix E of 14 CFR Part 43 excluding RVSM test and inspection
ATC Transponder Test and Inspection	All	All Makes and Models	ATC Transponder test and inspection on small aircraft in accordance with Appendix F of 14 CFR Part 43, excluding Mode S transponder

Limited Ratings - Specialized Services

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

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

Dostal, John R. Principal Maintenance Inspector EA21

3. Date Approval is effective: 12/2/05 Amendment Number: 3
4. I hereby accept and receive the Operations Specifications in this paragraph.

Milko, Carl N. Agent for Service Date: 12/2/05

Summary of Special Authorizations and Limitations

HQ Control: 09/23/1998
HQ Revision: 010

a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

	<u>Reference Paragraphs</u>
Perform work at a place other than the repair station fixed location	D100

b. The certificate holder is *not authorized and shall not*:

Use Exemptions	A005
Perform maintenance in accordance with foreign repair station geographic authorizations	B050

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

Dostal, John R. Principal Maintenance Inspector EA21

3. Date Approval is effective: 4/24/03 Amendment Number: 1
4. I hereby accept and receive the Operations Specifications in this paragraph.

Milko, Carl N. President Date: 4/24/03

A007. Designated Persons

HQ Control: 12/19/06
HQ Revision: 030

a The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below

Table 1 – Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
Agent for Service / President	Milko, Carl N.	A,D
Shop Supervisor	Dudley, Austin	A,D

b The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 – Designated to Receive INFO Messages

Name	Email Address	Telephone No.	Type of Information to Receive
Austin Dudley	summitsales@rbnet.com	(540) 992-5500	ALL

- 1 Issued by the Federal Aviation Administration.
- 2 Support information reference:
- 3 These Operations Specifications are approved by direction of the Administrator.

Jordan, Elwyn L.

Principal Avionics Inspector

EA21

4 Date Approval is effective: 3/26/07

Amendment Number: 2

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

Dudley, Austin

FAA Accountable Manager, 145

Date: 3/26/07

ROSTER OF SUPERVISORY AND INSPECTION PERSONNEL

Officials of the Station Responsibility for its Management (145.43(a)(1))

NAME	JOB TITLE	CERTIFICATE No. & TYPE
Carl N. Milko	President 16	Commercial, Instrument and Rotor Craft Certificate No. 1550813
Richard W Chase	Accountable Manager	A&P 2384833

Technical Supervisors (145.43(a)(1))

NAME	JOB TITLE	CERTIFICATE No. & TYPE
Austin Dudley, III	Shop Supervisor	A&P 1539588 IA
Tom Ranney	Chief Inspector	A&P 300624920
Steve Rogers	Alternate Shop Supervisor/ Chief Inspector	A&P 57426383
Richard W. Chase	Alternate Shop Supervisor/ Chief Inspector	A&P 2384833
Christopher Labiosa (Eric)	Avionics Supervisor	Repairman 2766371
Richard Day	Stock Supervisor	NA

Inspection Personnel (145.43(a)(2))

Authority Notes	NAME	JOB TITLE	CERTIFICATE No. & TYPE
	RSM #		
1,2,3,4,5,6,7,8,9,10,11	Thomas J Ranney	Chief Inspector	A&P 300624920
1,2,3,4,5,6,7,8,9,10,11	Austin Dudley, III	Maintenance Inspector	A&P 1539588
1,2,3,4,5,6,7,8,9,11 * #3	Richard W Chase	Maintenance Inspector	A&P 2384833
1,2,3,4,5,6,7,8,9,11 * #4	Steve Rogers	Maintenance Inspector	A&P 57426383
6,7,8,9,11,12,13	Christopher Labiosa	Avionics Technician	FCC PG-GB-08003 Repairman 2766371
1,2,3,4,5,8,9,11 * #1	Oscar Anderson	Maintenance Inspector	A&P 230948311
1,2,3,4,5,8,9,11 * #2	Neil Hudson	Maintenance Inspector	A&P2859774
1,2,3,4,5,8,9,11	Mike Warner	Maintenance Inspector	A&P 233940728
1,2	William R Lam	Technician	A&P 2005947
2	Gene Calimpong	Technician	A&P 2756172
2	Ian Hanes	Technician	A&P 3226072
2	Paul Lirette	Technician	A&P 3269492
7,8,12,13	Timothy Laverdiere	Avionics Technician	NA
	Luis Rivera	Technician	NA
	Kenneth Holmes	Technician	A&P 2865056
	Edward Lambert	Technician	A&P 3078114
	Tom Schmitz	Records Clerk	NA
11	Nathan Boyle	Technician/ Records Clerk	A&P 2778620
11	Richard Day	Stock Supervisor	NA
11	John Milko	Parts Clerk	NA
11	William Brooks	Parts Clerk	NA

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AUTHORITY NOTES:

1. Authority to sign Approval for Return to Service for Aircraft after maintenance (other than Major Repair or Major Alteration) and scheduled Inspections.
2. Authority to sign Approval for Return to Service for Aircraft after maintenance (other than Major Repair or Major Alteration) and scheduled Inspections unless another Inspector is at same Location of the maintenance being performed.
3. Authorized to sign Maintenance Release after Aircraft Major Repair
4. Authorized to sign FAA Form 337 block 6 after Aircraft Major Repair or Major Alteration
5. Authorized to sign FAA Form 337 block 7 after Aircraft Major Repair or Major Alteration
6. Authorized to sign Maintenance Release for Radio/Instrument after repair or Major Repair
7. Authorized to sign Approval for Return to service for Radio, Instrument and for Aircraft minor repair when repair is related to radio/Instrument systems.
8. Authorized to sign 337 block 6 after Aircraft Major Alteration related to Radio/Instrument.
9. Authorized to sign 337 block 7 after Aircraft Major Alteration related to Radio/Instrument
10. Authorized to sign Required Inspection Items (RII)
11. Authorized to perform Incoming inspection of Parts and Components
12. Authorized to perform Tests and Inspections to Transponder and Altimeter/Static/Altitude/ Reporting Systems.
13. Authorized to Sign Maintenance Release after completion of Tests and Inspections to Transponder and Altimeter/Static/Altitude Reporting Systems.

Alternate Chief Inspector or Director of Maintenance

Updated 02/12/2010

Bell
Helicopter

A Textron Company

**Authorized
Customer Service Facility**

Summit Helicopters, Inc.

Cloverdale, Virginia

*Has satisfactorily met all specified requirements to qualify as a
Bell-Approved Independent Customer Service Facility
for the following Bell helicopters.*

Models:

Field Maintenance:

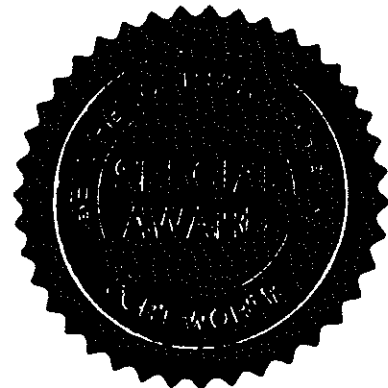
204/205/206A,B/206L/212/407/OH-58 A/C/UH-1H

Component Overhaul:

204/205/206A,B/206L/212/407/OH-58 A/C/UH-1H

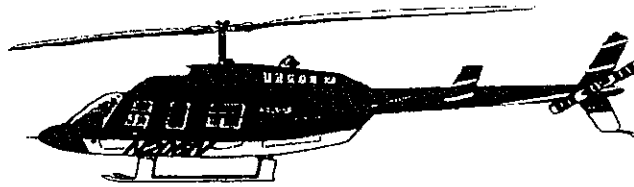


Shane Eddy
Vice President, Customer Support and Services



Bell **Helicopter**
A Textron Company

**Effective: 01 January 2008
Expires: 31 December 2012**



Summit Helicopters Inc.

PO Box 39
 Cloverdale, VA 24077
 540-992-5500 Office
 540-992-5503 FAX
 summitsales@rbnet.com
 summithelo@rbnet.com
 summitparts@rbnet.com

Send to: <i>Krista</i>	From: <i>John</i>
Fax Number: <i>304-558-3970</i>	Date: <i>3/26/10</i>
Number of Pages: <i>3</i>	

Comments:

RECEIVED
 2010 MAR 26 P 2:40
 RECORDING DIVISION
 STATE OF WV



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

Request for Quotation

RFQ NUMBER:
AVN106312

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

*709034233 540-992-5500
SUMMIT HELICOPTERS CMMM INC
PO BOX 39
CLOVERDALE VA 24077

DEPARTMENT OF ADMINISTRATION
JOBSITE
SEE SPECIFICATIONS
RECEIVED
MAR 26 2010
By

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED AND RECEIVED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION AND						
2.) EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 03/31/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
C001	1	LS		929-08		
AIRCRAFT MAINTENANCE FOR (3) BELL HELICOPTERS <i>See Original Bid</i>						

SIGNATURE: *[Signature]* SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE: *Sales & Marketing Dir* PEIN: 541156923

TELEPHONE: 540-992-5500 DATE: 3/26/10

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ: AVN106312
Helicopter Maintenance
Addendum No. 1

1. On page 6 are we to enter the Total \$\$ dollar amount that is also entered on Page 12 of the Aviation Cost Scenario Sheet?

Answer: Yes. The cost scenario provided is for bid evaluation purposes only. The resulting contract will be open end. Quantities used may be more or less at the discretion of the agency.

2. When we quote vendor lodging and per diem rates, can we quote lower than WV's travel rates?

Answer: No

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Summit Helicopters, Inc Signed: John M. Melby
 Date: 3/22/10 Title: Sales & Marketing Director

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

RFQ No AVN106312

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Summit Helicopters, Inc

Authorized Signature: [Signature] Date: 3/22/2010

State of Virginia

County of Boetotaurt, to-wit:

Taken, subscribed, and sworn to before me this 22 day of March, 2010

My Commission expires 5/31, 2012

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
#165472