



PARADIGM AEROSPACE CORPORATION
A METRO AVIATION COMPANY

State of West Virginia

**Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130**

Krista Ferrell, Buyer Supervisor

RFQ No.: AVN136090

Location: Aviation

Commodity: Maintenance & repair services for (3) Bell Helicopters

Opening Date: July 9, 2013

Time: 1:30 P.M.

07/05/13 09:49:59 AM
West Virginia Purchasing Division



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

Solicitation

NUMBER
AVN136090

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Paradigm Aviation, Inc.(dba) PAC International
 226 Airport Road
 Mt. Pleasant, PA 15666

SHIP TO

DEPARTMENT OF ADMINISTRATION
 SURPLUS PROPERTY

 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED
06/13/2013

BID OPENING DATE: 07/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-18		
VEHICLE MAINTENANCE AND REPAIR SERVICES						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF AVIATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH MAINTENANCE AND REPAIR SERVICES FOR (3) BELL HELICOPTERS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ AVN136090 *****						TOTAL: \$41,621.20

SIGNATURE	TELEPHONE 724-887-4413	DATE 7/2/13
TITLE Director of Maintenance	FEIN 46-0655670	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Tuesday, June 25, 2013 at 5:00 PM EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

Tuesday, July 9, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "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: This Contract becomes effective on

 and extends for a period of 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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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 issued and 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.

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.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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 above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

[Redacted] for [Redacted]
[Redacted]

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.

51. 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.

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

52. 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 heath, 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:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following helicopters:

1980 Bell 206B Jet Ranger N6WV	SN:3138
2003 Bell 206L4 Long Ranger N5WV	SN:52279
2006 Bell 407 N3WV	SN:53713

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 attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as AVN136090.

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.

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

- 3.1.1 **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.

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

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.

- 3.1.1.1 **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.
- 3.1.1.2 **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 vendor will maintain parts and tools that are required by the Federal Aviation Administration for an Aircraft Repair Station. The vendor 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.
- 3.1.1.3 **CUSTOMER SERVICE FACILITY:** The vendor must be a Certified Bell Helicopter Customer Service Facility for the models of aircraft specified herein. The vendor will 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 Customer Service Facility Certificate. It is preferred that this information be provided with the bid response.
- 3.1.1.4 **CERTIFIED MECHANICS:** The vendor shall employ at least five (5) licensed airframe and power plant

REQUEST FOR QUOTATION
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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 & power plant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response.

3.1.1.5 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.

3.1.1.6 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

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

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.

3.1.1.7 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.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies 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.

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages in their 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Krista.S.Ferrell@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. 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.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within one working days after orders are received. Vendor shall deliver emergency orders within one working day(s) 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

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

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.
- 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. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 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.

REQUEST FOR QUOTATION
AVN136090 Helicopter Maintenance

- 7.3 **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.
- 7.4 **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: Ed Wahl
Telephone Number: 724-887-4413
Fax Number: 724-887-3977
Email Address: ewahl@paradigm-aero.com

Aviation Cost Scenario Sheet

Vendors must complete the below cost scenario.

Section A:

Normal working hours are considered to be Monday thorough Friday from
8:00 am to 4:30 pm.

HOURLY RATES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	Straight Hourly Shop Rate	89.00	per hour	300	\$ 26,700.00 -
2	Hourly Rate at other than Vendor's Facility	89.00	per hour	10	\$ 890.00 -
3	Shop Rate other than Normal Working	133.50	per hour	10	\$ 1,335.00 -
PARTS:					
Line Item	Description	Unit Cost	% Discount from List	Estimated List Price	Extended Cost
4	Bell Parts:		7.50%	\$5,000	\$ 4,625.00 -
EQUIPMENT USE FEES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
5	Main Rotor Track & Balance	130.00	per use	3	\$ 390.00 -
6	Tail Rotor Balance	75.00	per use	3	\$ 225.00 -
7	Battery Deep Cycle	90.00	per use	3	\$ 270.00 -
8	Battery Capacity Check	90.00	per use	3	\$ 270.00 -
OTHER FEES:					
Line Item	Description	Will be Billed at (%): <u>0.00</u> of the Straight Hourly rate X 300:			Extended Cost
9	Consumables				\$ NA -
Subtotal A:					\$34,705.00-

Section B:

Current WV Travel Management Regulations can be found at

<http://www.state.wv.us/admin/purchase/travel/>

Travel and Lodging					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
10	Lodging at Contractor's Location	97.00	Per Diem	3	\$ 291.00 -
11	Meals at Contractor's Location	51.00	Per Diem	3	\$ 153.00 -
Subtotal B:					\$444.00 -

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 contractor'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: 142 NM to contractor's facility divided by 125 (knots) x \$1100.00 (per hour) x 2	\$ 2,499.20 -
N5WV: 142 NM to contractor's facility divided by 100 (knots) x \$800.00 (per hour) x 2	\$ 2,272.00 -
N6WV: 142 NM to contractor's facility divided by 100 (knots) x \$600.00 (per hour) x 2	\$ 1,704.00 -
Subtotal C:	
	\$6,472.20 -
Subtotal Section A:	
	\$34,705.00-
Subtotal Section B:	
	\$ 444.00-
Subtotal Section C:	
	\$ 6,472.20-
Total Bid:	
	\$41,621.20

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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Paradigm Aviation, Inc. (dba) PAC International

(Company)



(Authorized Signature)

Ed Wahl, Director of Maintenance

(Representative Name, Title)

724-887-4413

(Phone Number)

724-887-3977

(Fax Number)

7/2/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AVN136090

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 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.

Paradigm Aviation, Inc. (dba) PAC International

Company



Authorized Signature

7/2/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

RFQ No. ANV136090

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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: Paradigm Aviation, Inc. (dba) PAC International

Authorized Signature: [Signature] Date: 7/2/13

State of Pennsylvania

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 2 day of July, 2013.

My Commission expires August 30, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrin R. Lewandowski, Notary Public
Upper Tyrone Twp., Fayette County
My Commission Expires Aug. 30, 2013
Member, Pennsylvania Association of Notaries

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.

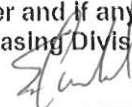
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation 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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Ed Wahl

Signed: 

Date: 7/2/13

Title: Director of Maintenance

JOHN F. THRONE & Co.

INSURANCE MARKETING, INC.

**METRO AVIATION, INC.
AIRCRAFT HULL AND LIABILITY
COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE
NOVEMBER 30, 2012**

NAMED INSURED: Metro Aviation, Inc., Flight Systems, Inc., Canyon Copters, Metro Aero Sales, Inc., Medical Aviation, Inc, Medstar Assoc. LLC, North Flight Data Systems, LLC, Paradigm Aviation, Inc., Buckeye Leasing, LLC, T. Michael Stanberry, Individually and/or any associated, subsidiary, affiliated, managed, owned or controlled companies or entities thereof including their directors, officers, agents and employees
P. O. Box 7008
Shreveport, LA 71137

INSURANCE COMPANY: 30.0% Starr Indemnity and Liability Company through Starr Aviation (Lead),
25.0% Allianz Global Risks US Insurance Company through Allianz Global Corporate & Specialty
27.5% Starnet Insurance Company (Berkley Insurance Group) through Berkley Aviation
12.5% Catlin Insurance Company through W. Brown and Associates Insurance Services
5.0% XL Specialty Insurance Company through XL Aerospace

POLICY PERIOD: December 1, 2012 to December 1, 2013

**AIRCRAFT
PHYSICAL DAMAGE:** Agreed Value as reported monthly

HULL DEDUCTIBLE: Solely with respect to Rotor-wing Aircraft:
Rotors Not In Motion: \$1,000.
Rotors In Motion (including ingestion): 5% of insured value, subject to a maximum of \$50,000.

Solely with respect to Fixed Wing Aircraft:
NIL

WAR RISKS HULL: War and Extended Perils Coverage Aircraft Physical Damage (includes confiscation by country of registry)

WAR RISKS LIABILITY: War, Hi-jacking and other Perils Exclusion Clause with writebacks on Liability (per AVN52E and AVN52G); War Liability is subject to a \$50,000,000. aggregate limit with respect to Third Party Bodily Injury and Property Damage Excluding Passenger Bodily Injury.

BREACH OF WARRANTY: As required, not to exceed 100% of Agreed Value.

APPROVED USE: As required by the Named Insured

**METRO AVIATION, INC.
AIRCRAFT HULL AND LIABILITY
COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE
NOVEMBER 30, 2012
PAGE TWO**

TERRITORY: Worldwide

APPROVED PILOTS: Any person approved by the Named Insured

AIRCRAFT LIABILITY: \$100,000,000. Combined Single Limit Bodily Injury and Property Damage Liability including Passenger Liability

AIRCRAFT MEDICAL PAYMENTS: \$25,000. each passenger including crew; per occurrence maximum based on highest seating per scheduled aircraft including crew

VOLUNTARY PAYMENTS: *NOT PURCHASED*

NON-OWNED AIRCRAFT LIABILITY: \$100,000,000. Combined Single Limit Bodily Injury and Property Damage Liability including Passenger Liability

NON-OWNED AIRCRAFT PHYSICAL DAMAGE: \$20,000,000. each occurrence

Deductible: \$25,000. each occurrence

NOTE: Non-Owned Aircraft Liability and Non-Owned Aircraft Physical Damage Coverage is subject to the following conditions:

- * Coverage is limited to fixed wing and rotor wing aircraft ("Standard" category requirement deleted) having a maximum of twenty (20) total seats.
- * Uses are as required by the Named Insured.
- * Pilots are any person approved by the Named Insured.
- * Exclusion 4(a) of Non-Owned Physical Damage Endorsement is deleted in its entirety.

COMMERCIAL GENERAL LIABILITY: **Including Premises, Products and Completed Operations including Grounding, Personal and Advertising Injury*, Contractual and Host Liquor Liability*.**

\$100,000,000. Combined Single Limit Bodily Injury and Property Damage Liability Each Occurrence and in the Annual Aggregate with respect to Products and Completed Operations including Grounding, Personal and Advertising Injury* and Host Liquor Liability*.

*Personal and Advertising Injury and Host Liquor Liability limited to \$25,000,000. Each Occurrence and in the Aggregate.

Premises Locations

Shreveport Downtown Airport, Shreveport, Louisiana, and any other premises utilized by the Named Insured.

**METRO AVIATION, INC.
AIRCRAFT HULL AND LIABILITY
COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE
NOVEMBER 30, 2012
PAGE THREE**

**PREMISES MEDICAL
PAYMENTS:**

\$25,000. each person

**GROUND HANGAR-
KEEPERS LIABILITY:**

\$100,000,000. each aircraft
\$100,000,000. each occurrence

Deductible: \$10,000. each occurrence

CARGO LIABILITY:

\$1,000,000. each occurrence

Deductible: \$1,000. each loss

**AIRCRAFT SPARE
PARTS & EQUIPMENT:**

\$15,000,000. any one occurrence
\$15,000,000. any one conveyance/building/location

Note:

1) Including ground support equipment, tools (insured's and employees') including Night Vision Goggles, and medical equipment. Trade Show Display is included at an Insured Value of \$200,000.

2) Leased Aircraft Parts Coverage Extension amendment included with respect to leased aircraft parts while attached to scheduled aircraft or while unattached, on an insured value basis. While attached, insured value is in addition to the value of the aircraft to which it is attached. In the event of a total loss of the aircraft, the replaced engine is considered to be part of the aircraft and will be the property of the Company. Schedule of equipment as reported in writing and held on file by Underwriters, subject to a \$15,000,000. maximum value

3) Special Equipment Endorsement: \$1,000,000. each occurrence for property damage to owned and non-owned camera and camera mount systems while attached to any non-owned or scheduled aircraft or while in the care custody and control of the Named Insured or while in transit by any means. Rotor Wing Physical Damage Deductible applies while attached to aircraft and Aircraft Spare Parts Deductible applies while not attached. Excludes claims arising from scratching and fogging of lenses and mechanical/electrical derangement.

4) Medical equipment is included while attached to a scheduled aircraft. Coverage under this provision is in addition to the agreed value of the aircraft to which it is attached.

Deductible: \$1,000. each loss

BAGGAGE LIABILITY:

\$10,000. each passenger including crew

Deductible: \$500. each passenger

SEARCH AND RESCUE:

\$1,000,000. each occurrence including wreckage removal

RUNWAY FOAMING:

\$1,000,000. each occurrence

**DAMAGE TO PREMISES
RENTED TO YOU:**

\$1,000,000. each occurrence

**METRO AVIATION, INC.
AIRCRAFT HULL AND LIABILITY
COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE
NOVEMBER 30, 2012
PAGE FOUR**

**DAMAGE TO HANGARS
AND CONTENTS
(Not Owned):**

\$1,000,000. each occurrence

**EXCESS AUTO
LIABILITY:**

\$19,000,000. excess of \$1,000,000.

Note: "Aviation operations" is defined as all operations required by the Named Insured.

**EXCESS EMPLOYERS
LIABILITY:**

\$19,000,000. excess of \$1,000,000.

Note: "Aviation operations" is defined as all operations required by the Named Insured.

**ADDITIONAL
PROVISIONS:**

- Unearned Premium Insurance
- 180 day Notice of Cancellation by the company. This does not apply to the cancellation provision for non-payment of premium or standard market cancellations for War coverages.
- Knowledge of Occurrence endorsement
- Inadvertent Delay, Error, Omission or Failure Endorsement
- Severability of Interest
- Emergency Landing Endorsement: not to exceed 100% of insured value
- Ferry Flights approved
- Overhead and Supervision Amendment: Straight labor plus 200% for overhead (applies to Aircraft and Hangarkeepers Liability)
- Fellow Employee Coverage Endorsement(s)
- Owner/Lessor Endorsement
- Automatic attachment for aircraft up to a maximum value of \$20,000,000.
- Automatic insurance for increased insured value: Maximum value \$20,000,000.
- Airport Operations Area Auto Coverage Endorsement
- Product Liability for your aircraft leased to others
- Property Damage to your Product for the sale of aircraft
- Broad Form Additional Insured endorsement
- Broad Form Waiver of Subrogation
- Broad Form Loss Payee endorsement
- Charter Referral Liability Endorsement
- Airworthiness Exclusion Deletion Endorsement
- Contractual Liability Endorsement – Aircraft Liability
- Independent Contractors – Not Excluded
- Family Assistance Endorsement: \$100,000. Per Passenger Per Occurrence
- Contingent Hull and Liability included ins respect of owned and/or leased financed helicopters operated by others
- Incidental Medical Malpractice Liability Endorsement
- New rotor wing aircraft owned by others, under contract with Metro for final completion and for which Metro has agreed to provide Aircraft Hull and Liability Insurance, are added automatically hereunder. These aircraft will be reported monthly at the Completion rate.

**METRO AVIATION, INC.
AIRCRAFT HULL AND LIABILITY
COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE
NOVEMBER 30, 2012
PAGE FOUR**

**ADDITIONAL
PROVISION (Cont'd):**

- War, Hi-jacking & Other Perils Exclusion Clause
- Noise Pollution & Other Perils Exclusion Clause
- Nuclear Risks Exclusion Clause
- Asbestos Exclusion Clause
- Date Change Recognition Exclusion Clause with Limited Write-back Provision
- Control Tower Exclusion Clause
- Terrorism Risk Insurance Extension Act Exclusion
- Monthly reporting of aircraft, with monthly payment of premium
- Aircraft additions/deletions adjusted quarterly
- 20/70 Profit Commission on Renewal
- Rates hereunder guaranteed regardless of claims activity prior to inception

State of West Virginia



Certificate

EXEMPTION CERTIFICATE

An Exemption is hereby issued to: PARADIGM AVIATION, INC.

whose address is: 1214 HAWN AVE
SHREVEPORT, LA 71107 USA

Issue Date: August 27, 2012

Assigned Control number: 99WM5

According to the information supplied in your letter or application, your organization is not required to obtain a Certificate of Authority from the Office of Secretary of State.

West Virginia Code specifically limits activities which do not constitute conducting affairs in this state. Your organizational activity falls under subsection # 10. Should the character or duration of your business change, you may be required to qualify as a foreign entity in the future.


Clerk, Corporations Division

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number GS1R177K

This certificate is issued to
PARADIGM AEROSPACE CORPORATION
whose business address is

**226 AIRPORT ROAD
MOUNT PLEASANT, PENNSYLVANIA 15666**

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

with the following ratings:

**LIMITED AIRFRAME
LIMITED POWERPLANT
LIMITED RADIO
LIMITED INSTRUMENT
LIMITED ACCESSORY
LIMITED ALTIMETER STATIC SYSTEMS TESTS AND INSPECTIONS
LIMITED TRANSPONDER SYSTEMS TESTS AND INSPECTIONS**

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

Date issued:

NOVEMBER 7, 1976

REISSUED: JULY 12, 2007

By direction of the Administrator



WENDY L. GRIMM

MANAGER, AEA-FSDO-03

**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

Bell Helicopter[®]

A Textron Company

**Authorized
Customer Service Facility**

Paradigm Aerospace Corporation

Mt. Pleasant, Pennsylvania

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

Listed Products

Field Maintenance: 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 427 / 429 / 430

Component Overhaul: 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 430



Eric Cardinali
*Executive Vice President,
Customer Support and Services*



Bell Helicopter[®]

A Textron Company

Effective: May 1, 2013

Expires: April 30, 2014



Production Personnel Roster

Employee	Title	Certifications	Years Experience
Bollig, Michael	Avionics		7
Bomberger, Chris	Sr. Painter/Shift Manager		39
Carmichael, Greg	Avionics		5
Cavallo, David	Paint Refinisher		19
Cisson, Jason	Mechanic/Technician	A&P 3110032/FCC PGGB034854	21
Cisson, Kirt	Quality Assurance Manager	A&P 3109741/FCC PGGB04622	21
Crise, Jamie	Paint Refinisher		25
Dolphi, Lance	Avionics	A&P 3132460/FCC PG209176	7
Dragan, David	Technician		24
Eisler, Bryan	Integrator		23
Falat, Greg	Mechanic/Technician/Inspector	A&P 3111625	18
Fisher, Bryan	Sr. Painter/Refinisher/Paint Shop Manager		22
Halleman, Timothy	Mechanic/Technician	A 3147413	24
Kujawa, Ken	Chief Inspector/Mechanic/Technician	A&P 2670246	19
Marquez, Geoffrey	Paint Refinisher		2
Morrison, Richard	Paint Refinisher		12
Moss, Edward	Avionics	FAA 3104641/FCC PG-GB080092	36
Moss, Michael	Mechanic/Technician		12
Omerzo, Mark	Mechanic/Technician	A&P 2656756	27
Radziwon, Anthony	Mechanic/Technician	A&P 185602493	13
Roberts, Timothy	Mechanic/Technician	A&P 3122367	7
Roy, J.D.	Avionics		6
Snyder, William	Avionics		5
Varner, Andrew	Mechanic/Technician/Inspector	A&P 3205213	23
Wahl, Harold	DOM/Mechanic/Technician/Inspector/IA	A&P 3400147 IA	29
Wiltrout, John	Paint Refinisher		16
Yoder, Donald	Mechanic/Technician	A&P 3248860	10

**PARADIGM AEROSPACE CORPORATION CRS GS1R177K
 ROSTER OF MANAGEMENT, SUPERVISORS, INSPECTORS AND RETURN TO SERVICE PERSONEL**

TITLE	NAME	RESPONSIBILITY	AUTHORITY	FAA CERTIFICATIONS AND LICENSES / AUTHORITY LIMITATIONS
Accountable Manager and Director Of Maintenance	Harold (Ed) Wahl	Management Of Maintenance Operations and the Responsibilities Of Accountable Manger	A, B, C, D, N	Mechanics Certificate - Airframe and Powerplant Inspection Authorization
				N/A
Quality Manager and Designated Airworthiness Representative	Jerry Keyser	Quality Control and Assurance FAA Designee Activities	A, B, C, D	Designated Airworthiness Representative (DAR-T) Mechanics Certificate - Airframe and Powerplant Inspection Authorization
				N/A for Mechanics Certificate As listed on LOA for DAR-T
Chief Inspector	Kenny Kujawa	Oversight of Quality Assurance and Return To Service Activities	A, B, C, D	Mechanics Certificate - Airframe and Powerplant
				N/A
Floor Supervisor	Bryan Eisler	Supervision of Alterations, Maintenance and Preventative Maintenance	A, B, C, D	Repairman Certificate
				Inspection is limited to Preliminary Inspections, all avionics and electrical for aircraft and components, pre-closure and installation of all panels and cowlings
Paint Shop Manager	Bryan Fisher	Oversight of Aircraft Paint and Refinishing Work	C	N/A
				Limited to refinishing and painting functions
Mechanic / Technician	Andrew Varner	Performance of Maintenance, Preventative Maintenance, Alterations and Inspection	C, D, N	Mechanics Certificate - Airframe and Powerplant
				N/A
Avionics Technician	Donald Yoder	Oversight of Avionics and Electrical work and Inspection	C, D	Mechanics Certificate - Airframe and Powerplant FCC
				Inspection and return to service is limited to avionics and electrical only

Roster Legend

A = Managerial authority
 B = Supervisory authority
 C = Inspection authority (all unless specified under Authority Limitation)
 D = Approval for return to service authority
 R = Required Inspection Item inspection authority
 N= NDT Qualified

**PARADIGM AEROSPACE CORPORATION CRS GS1R177K
 ROSTER OF MANAGEMENT, SUPERVISORS, INSPECTORS AND RETURN TO SERVICE PERSONEL**

TITLE	NAME	RESPONSIBILITY	AUTHORITY	FAA CERTIFICATIONS AND LICENSES / AUTHORITY LIMITATIONS
Parts Room Administrator	Kevin Phillabaum	Parts Room Administration and Receiving Inspector	C	N/A
				Inspection is limited to receiving of parts only
Parts Room Administrator	Mike Felker	Parts Room Administration and Receiving Inspector	C	N/A
				Inspection is limited to receiving of parts only
Mechanic / Technician	Kirt Cisson	Performance of Maintenance, Preventative Maintenance, Alterations and Inspection	C, D	Mechanics Certificate - Airframe and Powerplant FCC
				N/A
Mechanic / Technician	Tim Hallamen	Performance of Maintenance, Preventative Maintenance, Alterations and Inspection	C, D	Mechanics Certificate - Airframe
				Return to Service is limited to Airframe only
Mechanic/ Avionics Technician	William Snyder	Performance of Maintenance, Preventative Maintenance, Alterations and Inspection including Avionics and Electrical	C	N/A
				Inspection is limited to Preliminary Inspections, all avionics and electrical for aircraft and components, pre-closure for avionics and electrical work and installation of all panels and cowlings

Roster Legend

A = Managerial authority
 B = Supervisory authority
 C = Inspection authority (all unless specified under Authority Limitation)
 D = Approval for return to service authority
 R = Required Inspection Item inspection authority
 N= NDT Qualified



PARADIGM AEROSPACE CORPORATION
A METRO AVIATION COMPANY

PAC International, officially known as Paradigm Aviation, Inc., a subsidiary of Metro Aviation, Inc., began operation in 1976 as Western Pennsylvania Helicopter Services mostly servicing private operators of Bell helicopters in the region. The business quickly grew to over 40 regular maintenance customers to include private owner/operators, charter service operators and law enforcement organizations in Pennsylvania, West Virginia, Maryland and Ohio. During this time, Bell Helicopter recognized the company as an approved Customer Service Facility.

In 1986, Helicopter Aviation Services Corporation, better known as HAS Corporation, was established at the same location to buy and sell Bell helicopters and provide completion, customization and refurbishment services, once again supporting mostly Bell helicopters. In 1993, HAS Corporation acquired Western Pennsylvania Helicopter Services and continued to grow and prosper, eventually being recognized by Bell Helicopter as a "Quality Procurement Services" (QPS-110) vendor, the highest quality rating Bell gives its approved vendors.

Although PAC International was once predominantly a Bell Helicopter-based business, it recently expanded its capabilities and is now an approved completion and customization facility for AgustaWestland and Eurocopter Helicopters.

In August 2012, Metro Aviation, Inc. ("Metro"), purchased the assets and operations of PAC International and named the new company, Paradigm Aviation, Inc. Metro Aviation has a long and successful history in the aviation business. It is a world and industry leader in the completion process of Eurocopter helicopters with fourteen Supplemental Type Certificates ("STCs") issued since 1987. An STC is a certificate issued when an applicant has received approval from the Federal Aviation Administration (FAA) to modify an aircraft from its original design. The company is also a leader in the operations of EMS programs nationwide and currently manages 28 programs across the country. Headquartered in Shreveport, Louisiana, Metro's 160,000 square foot comprehensive facility is equipped with areas dedicated to painting, avionics, machining, production and installation capabilities all under one roof. Metro's Engine Repair and Overhaul Shop is an FAA Certified Repair Station and manufacturers authorized service center for the Allison/Rolls-Royce C-20's, Lycoming LTS 101's, Turbomeca and Pratt & Whitney engines. Their Fabrication Shop is the benchmark of the industry for EMS interiors and systems and the Custom Paint Shop's attention to detail and continued dedication toward perfection is apparent in their finished products.

The management of PAC International by an industry leader such as Metro Aviation has given PAC access to the best that the industry has to offer and allowed the company to duplicate the meticulous work that has given Metro the reputation of having the highest standards in the industry.

As PAC has continued to expand, its experience and scope has evolved into what can only be described as an extremely knowledgeable and professional company. The company has successfully delivered almost 500 helicopter completions and refurbishments, as well as provided maintenance and spare parts support jobs for numerous operators. PAC has operated on an international scale by providing support service to commercial, corporate, civil government and military operators in almost 50 countries around the world and is poised to reposition itself to undertake even more international business. The company is also expanding its component repair and overhaul offerings as well as its service capabilities for operators.

Together with Metro Aviation, Paradigm Aerospace Corporation is redefining industry standards and delivering a level of quality and service that goes beyond expectations.

PAC INTERNATIONAL

226 Airport Road | Mount Pleasant, Pennsylvania 15666

Phone: 724.887.4413 | fax: 724.887.3977 | www.paradigm-aero.com

Your One Stop Solution for Quality Rotorcraft Services



PARADIGM AEROSPACE CORPORATION
A **METRO AVIATION** COMPANY



Avionics



Completions



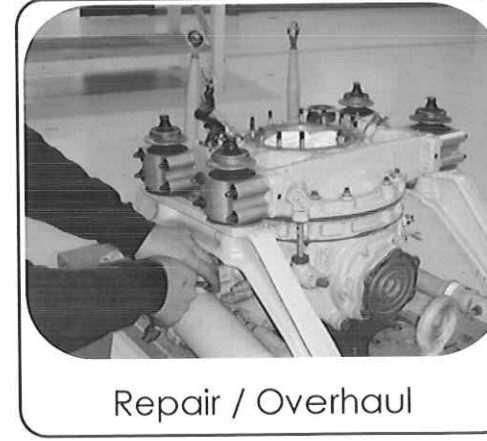
Customizing



Maintenance



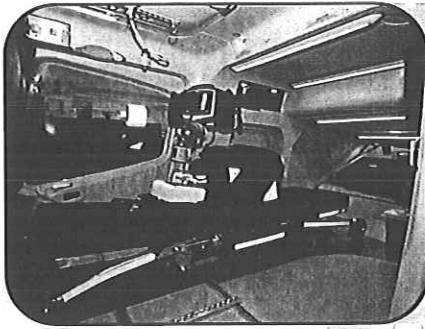
Paint



Repair / Overhaul

Over Three Decades of World Class Service

Multi-Mission Customizing Experience



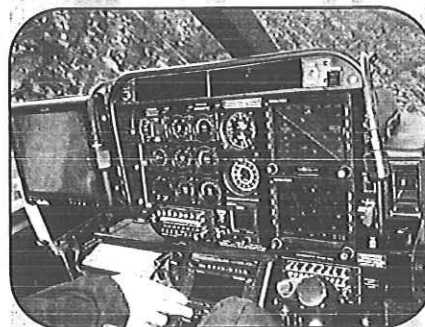
EMS

Electronic News



Fire Fighting

Law Enforcement



Search and Rescue

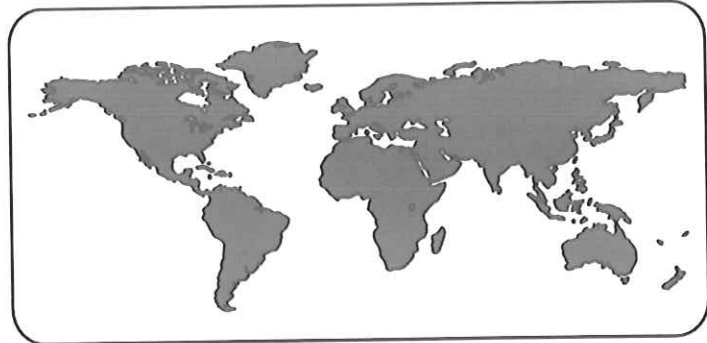
Corporate



Responsiveness...Reliability...Quality...Best Value

We pride ourselves with our ability to work closely with our customers to understand their needs and maintain the highest levels of integrity and will strive to earn your trust. We understand that

Skilled Technicians...First Class Facility...Global Reach



Since beginning operations in 1976, we have earned a reputation as a provider of high quality rotorcraft service solutions world-wide by following a simple formula. We offer these high quality services at a very competitive price and meet our commitments. Because of that simple formula, aircraft we've modified have delivered to owners in countries around the globe.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number GS1R177K

This certificate is issued to
PARADIGM AEROSPACE CORPORATION
whose business address is
226 AIRPORT ROAD
MOUNT PLEASANT, PENNSYLVANIA 15666

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

with the following ratings:
LIMITED AIRFRAME
LIMITED POWERPLANT
LIMITED RADIO
LIMITED INSTRUMENT
LIMITED ACCESSORY
LIMITED ALTIMETER STATIC SYSTEMS TESTS AND INSPECTIONS
LIMITED TRANSPONDER SYSTEMS TESTS AND INSPECTIONS

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

Date issued
NOVEMBER 7, 1976

REISSUED: JULY 11, 2007

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.

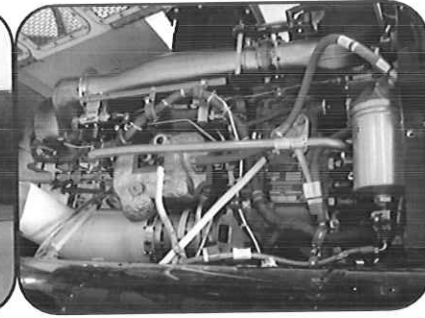
Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

FAA Form 8000-4 (147) SUPERSEDES FAA FORM 305 AFS Enacted Form System v-02

By direction of the Administrator

WENDY L. GRIMM
MANAGER, AEA-FSDO-03

Airframes		Engine Maintenance
-206B	-214ST	-250-C20
-OH-58	-AS350	-250-C30
-206L	-BO105	-250-C40
-407	-BK117	-250-C47
-427	-AW109	-PT6T
-429	-AW119	-PW200
-222	-AW139	-LTS-101
-230	-EC-135	-Arriel 1A
-205	-EC-145	-Arriel A1
-212	-MD900	-Arriel A2
-412		-Arriel 1B



FAA Approved
Repair Station #GS1R177K

Everything You Would Expect From PAC International
and then be able to respond to their requirements in a timely manner. We commit to
trust is earned by meeting our commitments and providing the best service possible, every time.

Quality is more than just a slogan...
it's the way we select and develop our people

Being recognized for delivering QPS 110 level quality by Bell Helicopter is a good thing. What we do internally is more important. Selecting and retaining the right people and developing their commitment to superior quality day-in day-out are what really make the difference and our people like it that way.



QPS-110 Vendor



PAC is proud to be an authorized dealer for:

Aeronautical Accessories, Air Cell, Avidyne, Becker Avionics, Flight Display Systems, Free Flight Systems, Cobham Avionics, Garmin Avionics, Honeywell, L3 Communications, PS Engineering, Sandel Avionics, Shadin Avionics, and many more.



PARADIGM AEROSPACE CORPORATION
A METRO AVIATION COMPANY

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