



West Virginia Purchasing Division

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Charleston, WV 25305
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 180034

SO Doc Code: CRF0

Procurement Type: Central Purchase Order

SO Dept: 0215

Vendor ID: VS0000007071 

SO Doc ID: AVN1600000002

Legal Name: Summit Aviation Inc.


Published Date: 1/25/16

Alias/DBA:

Close Date: 2/4/16

Total Bid: \$297,062.00

Close Time: 13:30

Response Date: 02/04/2016 

Status: Closed

Response Time: 11:42

Solicitation Description: Addendum 1 - Avionics, Equipment, Paint Upgrades to Bell 206 

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 180034

Solicitation Description : Addendum 1 - Avionics, Equipment, Paint Upgrades to Bell 206

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-02-04 13:30:00	SR 0215 ESR02041600000003320	1

VENDOR

VS0000007071

Summit Aviation Inc.

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Exhibit A Price Sheet Item 1	1.00000	LS	\$31,044.000000	\$31,044.00

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description : Remove exterior paint and repaint the interior and exterior per Agency Specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Exhibit A Price Sheet Item 2	1.00000	LS	\$262,634.000000	\$262,634.00

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description : Remove designated equipment in Section 4.1.2 and provide and install as required items in 4.1.3 thru Section 4.1.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Exhibit A Price Sheet Section B	1.00000	LS	\$3,384.000000	\$3,384.00

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description : Section B Flight time calculation to fly round trip from Charleston, WV Yeager Airport to contractor's facility in nautical miles

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: Summit Aviation Inc.

Authorized Signature: *Joyce Rucinski* Date: 3 Feb 2016

State of Delaware

County of New Castle, to-wit:

Taken, subscribed, and sworn to before me this 3 day of February, 2016

My Commission expires 1/27/2018, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Joyce Rucinski
Purchasing Affidavit (Revised 08/01/2015)

Exhibit "A" Price Sheet

Bell 206B SN 5269

Vendors must complete the below cost scenario.

Section A:

Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove exterior paint and repaint the interior and exterior per Agency specifications	Lump Sum	1	\$31,044.00
2	Remove designated equipment in Section 4.1.2 and provide and install as required items 4.1.3 thru Section 4.1.8	Lump Sum	1	\$262,634.00
			Total Lines 1-2	\$293,678.00

Section B:

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
0	NM to contractor's facility divided by 100 (KTAS) x \$600.00 (per hour) x 2	\$3,384.00
Subtotal B:		\$3,384.00
Subtotal Section A:		\$293,678.00
Subtotal Section B:		\$3,384.00
TOTAL BID		\$297,062.00

Notes:

- 1) For line item 1. the vendor is to provide the Lump Sum amount for repainting the aircraft per the specifications
- 2) for Line item 2. The Vendor is to provide the Lump Sum amount for all other equipment and services as required by the specifications
- 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.)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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: Summit Aviation Inc. Signed: Jayce Rucenando
Date: 2/4/16 Title: CFO

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a contract for paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia; Bell 206B, N61528, S/N: 5269 Helicopter.

The Bell 206B, N61528, S/N 5269 Helicopter is state obtained as military surplus to be updated for civilian use. The aircraft currently is equipped with high skid gear, standard equipment and the following avionics equipment installed:

- (3) NATCOM AA95-766.
- Bendix King KFS-599A UHF Radio.
- Bendix King KX 165 Nav/Com.
- SFENA H140-JJM1 Artificial Horizon.
- Bendix King KI-525A HSI.
- SHADIN Fuel Flow Indicating System.
- KEA-129 Encoding Altimeter.

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 Services” means paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia Bell 206B, N61528, SN: 5269 Helicopter as more fully described in these specifications.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

2.4 “Agency” shall be defined as the State of West Virginia Aviation Division

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The vendor must be a Federal Aviation Administration (FAA) approved Repair Station on Bell helicopters for at least 10 years. Vendor should submit corporate resume with their submitted bid response to document this requirement. This documentation will be required before award of contract.

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 The Vendor shall chemically remove the exterior paint and re-paint the interior and exterior onsite at the vendor's maintenance facility.

4.1.1.1 The exterior paint will be refinished in accordance with the State of West Virginia Aviation Division 3 color scheme to include the following colors: White N3220X, Dark Concord Blue Metallic LO328HLG and Las Vegas Gold Metallic 5242. (Attachment A Drawing example). This artist rendering is displayed on a Bell 407 but this is the paint scheme we want on the Bell 206B.

4.1.1.2 As part of the paint process, the aircraft registration (tail number) will be changed from N61528 to N890SP. The WV State Police will release tail number N890SP during the painting process.

4.1.2 **The vendor shall remove the following equipment from the aircraft and return to the State of WV Aviation Division to be disposed of in accordance with WV State Surplus Property Rules and Regulations:**

4.1.2.1 Remove transponder Bendix King model KT76A

4.1.2.2 Remove two (2) audio panels NATCOM AA95 on the front instrument panel and replace with one (1) AMS 44N dual channel audio panel

4.1.2.3 Remove UHF (ultra-high frequency) radio KTR-09

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.2.4 Remove all wiring associated with the previous avionics installations.

4.1.3 The vendor shall provide and install the following new avionics equipment unless it is provided by the State of West Virginia per 4.1.7.1 below:

4.1.3.1 Garmin GTN 750 GPS/NAV/COM 16 Watt with Helicopter Terrain Awareness and Warning System (HTAWS) or Equal with all selectable NAV sources ready to be interfaced to a compatible Horizontal Situation Indicator (HSI) System allowing Wide Area Augmentation System (WAAS) enabled approaches. Current HSI is in good working condition and replacement is not expected at this time.

4.1.3.1.1 Physical dimensions: Approximately 6.0"W x 6.0"H x 11.0"D

4.1.3.1.2 Display size: Approximately 4.5"W x 5.0"H
Display type: Color TFT LCD; sunlight readable

4.1.3.1.3 Weight: Approximately 9.0 lbs.

4.1.3.1.4 Voltage: 28 VDC

4.1.3.1.5 Built-in VHF Communication

4.1.3.1.6 Built-in VOR/Loc/Glideslope

4.1.3.1.7 Navigation database coverage areas: North America

4.1.3.1.8 Minimum 2 year warranty required

4.1.3.2 Garmin GTX 330 transponder (or Equal) interfaced to the GTN 750 and GDL 88 as required.

4.1.3.2.1 Physical dimensions: Approximately 6.0"W x 2.0"H x 11.0"D

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.3.2.2 Weight: Approximately 4.0 lbs. installed with rack and connectors.

4.1.3.2.3 Altitude: surface to 18,000 feet

4.1.3.2.4 Voltage: 28 VDC

4.1.3.2.5 Mode A and S capable

4.1.3.3 Garmin GDL 88 (or Equal), Diversity, with install kit interfaced to the GTN 750 to allow Automatic Dependent Surveillance (ADS-B) "Out" and ADS-B "In" datalink technology that allows it to receive subscription-free Flight Information Service-Broadcast (FIS-B) weather broadcast from ADS-B ground stations.

4.1.3.3.1 Unit size: Approximately 2.0"W x 6.0"H x 7.0"D including mounting rack and connectors.

4.1.3.3.2 Weight: Approximately 4.0 lbs.

4.1.3.3.3 Altitude: surface to 18,000 feet

4.1.3.3.4 Voltage: 28 VDC

4.1.3.4 NAT AMS 44N or Equal dual channel audio panel interfaced with the navigational, communication radios, and FLIR recording equipment.

4.1.3.4.1 Height: Approximately 2.0"

4.1.3.4.2 Length: Approximately 7.0" from back of mounting surface and excluding mating connectors.

4.1.3.4.3 Width: Approximately 6.0" front panel; 5.00" rear enclosure.

4.1.3.4.4 Weight: Approximately 2.5 lbs.

4.1.3.4.5 Altitude: surface to 18,000 feet

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.3.4.6 Voltage: 28 VDC

4.1.3.5 Garmin Flight Stream 210 (or EQUAL) interfaced to the GTN 750 and GDL 88 as required.

4.1.3.5.1 Width: Approximately 3.0"

4.1.3.5.2 Height: Approximately 1.0"

4.1.3.5.3 Length: Approximately 4.0"

4.1.3.5.4 Weight: Approximately 1.0 lb., including connector kit

4.1.3.5.5 Voltage: 28 VDC

4.1.3.6 Intercom System (ICS) impedance to be converted from military to civilian. The entire audio panel for radio transmissions and ICS must be converted; all newly installed and remaining equipment must be compatible with civilian impedance.

4.1.3.7 SPIDERTRACKS S-3 (or EQUAL) Night Vision Goggle (NVG) compatible hardwired and mounted on the aircraft glare shield.

4.1.3.7.1 GPS and Iridium antennas integrated – no external aerials.

4.1.3.7.2 No Supplemental Type Certificate required.

4.1.3.7.3 Global coverage is provided in real-time.

4.1.3.8 **Install and/or Provide mounting, power and audio interface provisions for agency-owned** charger, NNTN7624 APX Vehicular IMPRES Charger, to fit the Motorola APX 7000 VHF/UHF trunking handheld radio, model number H97TGD9PW1AN, on the left side of the glare shield to include remote mic kit NATAA34-300 Interface integrated into the installed NAT AMS 44 N dual channel audio panel at all three positions. The vendor will provide and install an external antenna

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Avionics, Equipment and Paint Upgrades

for the Motorola APX 7000. Refer to Section 4.1.7 State Provided Avionics Equipment.

4.1.3.9 New wiring associated with the avionics installation shall be laser marked at end points.

4.1.3.10 The Vendor shall provide the State of West Virginia Aviation Division with an avionics/instrument panel rendering for approval prior to installing new avionics and repositioning existing avionics/equipment. This information is to be provided within 30 days of Notice to Proceed and can be sent via email to the Aviation Division Director at Chip.R.McDowell@wv.gov.

4.1.4 The following avionics equipment currently installed and/or have been installed in the aircraft must be incorporated into the new avionics installation:

4.1.4.1 NAT AMS 44N dual channel audio panel interfaced to the GTN 750, KX 165, Motorola APX 7000 as required.

4.1.4.2 Bendix King KFS-599A UHF Radio interfaced to NAT AMS 44N dual channel audio panel as required.

4.1.4.3 Bendix King KX 165 Nav/Com. Com interfaced to NAT AMS 44N dual channel audio panel, Nav interfaced to Bendix King KI-525A HSI.

4.1.4.4 SFENA H140-JJM1 Artificial Horizon as required.

4.1.4.5 Bendix King KI-525A HSI interfaced to GTN 750 (#1) and KX 165 (#2) as required.

4.1.4.6 SHADIN Fuel Flow Indicating System interfaced to GTN 750 as required.

4.1.4.7 KEA-129 Encoding Altimeter.

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.5 The vendor shall provide and install the following additional equipment:

4.1.5.1 Wire strike protection system.

4.1.5.2 Provide and install the mounting and cabling provisions for the agency-owned Night Sun SX-16. The pilot's cyclic coolie hat shall have the ability to control the direction of the SX-16 as well as focus the beam through available cyclic switching. The Night Sun SX-16 is to be installed on the aircraft centerline at the rear of the cabin (refer to Attachment A – Bell 407 Drawing).

4.1.5.3 Dual control safety kit.

4.1.5.4 Baggage spacemaker. If baggage space maker does not fit due to current configuration notate as such in bid and eliminate 4.1.5.4.

4.1.5.5 High visibility crew doors (left and right).

4.1.5.6 Night Vision Imaging System (NVIS) compatible cockpit lighting system. Cockpit must be fully NVIS compatible per Federal Aviation Administration (FAA) to include a radar altimeter .Vendor will provide documentation showing NVG compatibility.

4.1.5.7 Provide and install the mounting and cabling provisions for the agency-owned Forward Looking Infrared (FLIR) Ultra 8500. The FLIR 8500 is to be installed on the aircraft centerline immediately aft of the chin bubble windows.

4.1.5.8 AVALEX AVM 4090 or Equal 8.4” display and AVR 8122 recorder or Equal, interfaced to the agency-owned FLIR 8500.

4.1.5.8.1 AVM 4090 Specifications

4.1.5.8.1.1 Display area: Approximately 8.0”

4.1.5.8.1.2 Physical Dimensions: Approximately 7.0”H x 9.0”W x 2.0”D.

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.5.8.1.3 Weight: Approximately 3.5 lbs.

4.1.5.8.1.4 Power input: 28 VDC

4.1.5.8.2 AVR 8122 Specifications

4.1.5.8.2.1 Physical Dimensions: Approximately 1.0"H x
6.0"W x 7.0"D.

4.1.5.8.2.2 Weight: Approximately 3.5 lbs.

4.1.5.8.2.3 Average power draw: 2.8 Watts @ 28 VDC

4.1.5.9 PARAVION (or Equal) Engine auto-relight kit.

4.1.5.9.1 Weight: Approximately 3.0 lbs.

4.1.5.9.2 Electrical powered required 28 VDC

4.1.6 The vendor shall provide the following to the State of West Virginia upon delivery of aircraft:

4.1.6.1 Avionics drawings and descriptions for all new avionics installed in the aircraft upon completion of the avionics installation.

4.1.6.2 All Federal Aviation Administration (FAA) required documentation to include a revised equipment list, Supplemental Type Certificates (STC), FAA form 337's, and Pilot Flight Manual Supplements.

4.1.6.3 A completed weight and balance upon the completion of avionics installation.

4.1.7 The State of West Virginia will provide the following avionics equipment:

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

4.1.7.1 Motorola APX 7000 VHF/UHF trunking handheld radio model number H97TGD9PW1AN and charger NNTN7624 APX Vehicular IMPRES Charger.

4.1.7.2 The Night Sun SX-16 and FLIR Ultra 8500 will be provided by the Agency. However, the Agency will provide the Night Sun SX-16 and FLIR Ultra 8500 temporarily to confirm proper operation, however they may not be furnished for an extended period of time as they are in use on another aircraft.

4.1.8 The Vendor shall provide a minimum of 12 months warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by the vendor.

4.1.9 Vendors submitting EQUAL equipment need to provide the brand and model number being provided as well as any product specifications using Exhibit "B".

Product specification sheets should be submitted with the vendor's bid. This documentation will be required before Purchase Order is issued.

5. CONTRACT AWARD:

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

Awarded Vendor will have 180 calendar days to complete the project and have the aircraft ready to be returned to the State of West Virginia.

Solicitations will be evaluated on the Total Bid (Section A and Section B), but will be awarded on items 1 and 2 of Section A of the Exhibit "A" pricing page

5.2 Pricing Page: Vendor should complete the Pricing Page in the attached Excel spreadsheet. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the

REQUEST FOR QUOTATION
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Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Linda.B.Harper@wv.gov

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response with an Attachment.

If unable to respond online Vendor must submit Exhibit "A" Pricing Pages with your bid prior to the scheduled bid opening date.

- 5.2.1. If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission using Exhibit "B".

Product specification sheets should be provided with the vendors bid response. This documentation will be required before award of contract.

5.3 The State of West Virginia Aviation Division is responsible for the cost incurred for transporting the aircraft to and from the Vendor's facility.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2.** Failure to comply with other specifications and requirements contained herein.
- 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4.** Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1.** Immediate cancellation of the Contract.
- 10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3.** Any other remedies available in law or equity.

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11. MISCELLANEOUS:

11.1. 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: Don Schaffer
Telephone Number: 302-449-1018
Fax Number: 302-449-1081
Email Address: dshaffer@summit-aviation.com

12. RESPONSIBILITIES OF THE AGENCY

12.1 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, each agency must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that each agency review the IRS and DOL publications found at the links above and obtain further assurance from their respective

REQUEST FOR QUOTATION
Avionics, Equipment and Paint Upgrades


internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

CERTIFICATION AND SIGNATURE PAGE

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

Summit Aviation Inc.

(Company)

 JOYCE PRILE MORAKS CFO

(Authorized Signature) (Representative Name, Title)

302-834-5400/ 302-449-1081/ 3 Feb 2016

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

Addendum No. 10

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

Summit Aviation Inc.

Company

Authorized Signature

3 Feb 2016

Date

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

Exhibit B - Product Submission Identification Page

Item Number	Description	Vendor Alternate Submitted Brand	Alternate Brand Model Number
4.1.3.1	Garmin GTN 750 GPS/NAV/COM 16Watt with Helicopter Terrain Awareness and Warning System or Equal	No Alternate Brand Suggested	
4.1.3.2	Garmin GTX 330 Transponder or Equal	No Alternate Brand Suggested	
4.1.3.3	Garmin GDL 88 or Equal	No Alternate Brand Suggested	
4.1.3.4	NAT AMS 44N dual channel radio or Equal	No Alternate Brand Suggested	
4.1.3.5	Garmin Flight Stream 210 or Equal	No Alternate Brand Suggested	
4.1.3.7	SPIDERTRACKS S-3 (or EQUAL) Night Vision Goggle (NVG)	No Alternate Brand Suggested	
4.1.3.8	ARTEX 406mhz or Equal Emergency Locator Transmitter	No Alternate Brand Suggested	
4.1.5.8.1	AVALEX AVM 4090 8.4" display or Equal, interfaced to the agency-owned FLIR 8500	No Alternate Brand Suggested	
4.1.5.8.2	AVR 8122 recorder or Equal, interfaced to the agency-owned FLIR 8500	No Alternate Brand Suggested	
4.1.5.9	PARAVION (or Equal) Engine auto-relight kit	No Alternate Brand Suggested	

Vendors submitting or Equal components Must submit this form with their submitted bid response.

Vendors should provide equipment specification sheets with their submitted bid response

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

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

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

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

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

6. 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 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 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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$300,000.00 or more.

Builders 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.

-
-
-
-

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

10. 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.

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

_____ for _____.

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.

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

13. 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.

14. 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.

15. 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.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

18. 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.

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

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

34. 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.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, 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.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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

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

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

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

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

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

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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



02/03/2016

West Virginia State Police Bell 206B

Reference: SAIWOQ15-00513 Rev. 1

Dear Sir or Madam:

On behalf of Summit Aviation, Inc. and its employees, I would like to take this opportunity to thank you for considering us for your upcoming modification work.

As a FAA certified repair station, all materials and workmanship shall be of the highest quality and will meet or exceed the standards established by the FAA for aircraft operating under FAR Part 91 and Part 135.

This proposal contains a description of the work we will perform, pricing and our terms and conditions. Please review this material and should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Hall".

Mark Hall (3749)
Office: 800-441-9343
Fax: 302-378-7035

To: **West Virginia State Police Bell 206B**

Date: **2/3/2016**
Sales Rep: **Mark Hall (3749)**
Proposal #: **SAIWOQ15-00513 Rev. 1**

Airframe

1.1 Install the Bell Wire strike protection system.

Estimated Labor Price:	\$1,408.00
Total Estimated Materials Price:	\$9,780.10
Bell 206 Series, WSPS Qty - 1	\$9,780.10
Estimated Total:	\$11,188.10

Accept **Decline**

1.2 Install the Bell Dual control safety kit.

Estimated Labor Price:	\$704.00
Total Estimated Materials Price:	\$1,299.65
Bell 206B S/N 3567 and sub, Dual Control Safety Kit Qty - 1	\$1,299.65
Estimated Total:	\$2,003.65

Accept **Decline**

1.3 Install the Bell Baggage Spacemaker

Estimated Labor Price:	\$704.00
Total Estimated Materials Price:	\$998.80
Bell 206 Series, Spacemaker Qty - 1	\$916.30
MISC PARTS FOR QUOTES Qty - 1	\$82.50
Estimated Total:	\$1,702.80

Accept **Decline**

1.4 Install High visibility crew doors.

Estimated Labor Price:	\$352.00
Total Estimated Materials Price:	\$25,151.50
206B S/N 3567 and subsequent w/ Snap Vents Crew Door Kit Qty - 1	\$24,328.70
Automatic Door Opener Kit Qty - 2	\$822.80
Estimated Total:	\$25,503.50

Accept **Decline**

1.5 Install Paravion Engine auto-relight kit IAW STC SR00444DE.

Estimated Labor Price:	\$3,520.00
Total Estimated Materials Price:	\$9,345.33
Engine Relight Kit Qty - 1	\$9,345.33
Estimated Total:	\$12,865.33

Accept **Decline**

Avionics

6.1 Design and Engineering.

Estimated Labor Price:	\$2,112.00
Estimated Services Price:	\$16,297.82
Avionics Design and Engineering	\$7,652.82
Structural Design and Engineering	\$8,645.00
Estimated Total:	\$18,409.82

Accept Decline

6.2 Remove transponder Bendix King Model KT76A

Estimated Labor Price:	\$176.00
Estimated Total:	\$176.00

Accept Decline

6.3 Remove both audio panels NATCOM AA-95

Estimated Labor Price:	\$176.00
Estimated Total:	\$176.00

Accept Decline

6.4 Remove UHF (ultra-high frequency) radio KTR-09

Estimated Labor Price:	\$176.00
Estimated Total:	\$176.00

Accept Decline

6.5 Remove all wiring associated with the previous avionics installations.

Estimated Labor Price:	\$176.00
Estimated Total:	\$176.00

Accept Decline

6.6 Install new NVG Compatible Garmin GTN 750 IAW Garmin STC SR02120SE

Estimated Labor Price:	\$8,448.00
Total Estimated Materials Price:	\$16,841.55
GTN 750 NVIS W/ KIT Qty - 1	\$16,547.85
MISC PARTS FOR QUOTES Qty - 1	\$293.70
Estimated Total:	\$25,289.55

Accept Decline

6.7 Install new Garmin GTX 330 transponder.

Estimated Labor Price:		\$4,224.00
Total Estimated Materials Price:		\$7,401.90
GTX 330D w/ ES (black) System with installation kit and pilot's guide	Qty - 1	\$7,124.70
MISC PARTS FOR QUOTES	Qty - 1	\$277.20
Estimated Total:		\$11,625.90

 Accept
 Decline
6.8 Install new Garmin GDL 88H

Estimated Labor Price:		\$4,224.00
Total Estimated Materials Price:		\$4,249.58
GDL88H Standard, including connector kit, config module, backplate, and rack	Qty - 1	\$3,955.88
MISC PARTS FOR QUOTES	Qty - 1	\$293.70
Estimated Total:		\$8,473.58

 Accept
 Decline
6.9 Install NAT AMS 44N

Estimated Labor Price:		\$5,632.00
Total Estimated Materials Price:		\$4,444.00
Dual Channel Audio Controller,	Qty - 1	\$4,064.50
MISC PARTS FOR QUOTES	Qty - 1	\$379.50
Estimated Total:		\$10,076.00

 Accept
 Decline
6.10 Install the Garmin Flight Stream 210.

Estimated Labor Price:		\$528.00
Total Estimated Materials Price:		\$1,117.88
Flight Stream 210 Standard (including connector kit)	Qty - 1	\$824.18
MISC PARTS FOR QUOTES	Qty - 1	\$293.70
Estimated Total:		\$1,645.88

 Accept
 Decline
6.11 Intercom System (ICS) impedance to be converted from military to civilian.

Estimated Labor Price:		\$704.00
Total Estimated Materials Price:		\$440.00
MISC PARTS FOR QUOTES	Qty - 1	\$440.00
Estimated Total:		\$1,144.00

 Accept
 Decline

6.12 Install the SPIDERTRACKS S-3 aircraft tracking system.

Estimated Labor Price:		\$528.00
Total Estimated Materials Price:		\$1,023.00
SPIDER S3	Qty - 1	\$984.50
Spider S3 & S5 Mounting Bracket	Qty - 1	\$38.50
Estimated Total:		\$1,551.00

 Accept
 Decline
6.13 Install provisions for an agency-owned charger, NNTN7624 APX

Estimated Labor Price:		\$1,056.00
Estimated Total:		\$1,056.00

 Accept
 Decline
6.14 Install the mounting and cabling provisions for the agency owned Night Sun SX-16.

Estimated Labor Price:		\$8,800.00
Total Estimated Materials Price:		\$11,929.50
AFT UTILITY MOUNT	Qty - 1	\$9,894.50
ANGLE PLATE KIT	Qty - 1	\$1,760.00
MISC PARTS FOR QUOTES	Qty - 1	\$275.00
Estimated Total:		\$20,729.50

 Accept
 Decline
6.15 Install Night Vision Imaging System (NVIS) compatible cockpit lighting system.

Estimated Labor Price:		\$2,816.00
Estimated Services Price:		\$62,790.00
NVG Cockpit		\$62,790.00
Estimated Total:		\$65,606.00

 Accept
 Decline
6.16 Install the mounting and cabling provisions for the agency owned (FLIR) Ultra 8500.

Estimated Labor Price:		\$8,096.00
Total Estimated Materials Price:		\$6,956.40
Thermal Imager Quick Mount Kit	Qty - 1	\$6,563.70
MISC PARTS FOR QUOTES	Qty - 1	\$392.70
Estimated Total:		\$15,052.40

 Accept
 Decline
6.17 Install the Avalex AVM 4090

Estimated Labor Price:		\$3,520.00
Total Estimated Materials Price:		\$7,287.50
VIDEO DISPLAY UNIT	Qty - 1	\$6,737.50
MISC PARTS FOR QUOTES	Qty - 1	\$550.00
Estimated Total:		\$10,807.50

 Accept
 Decline

6.18 Install the FreeFlight RA-4500 Radar Altimeter

Estimated Labor Price:		\$7,744.00
Total Estimated Materials Price:		\$9,455.88
RA-4500	Qty - 1	\$8,905.88
MISC PARTS FOR QUOTES	Qty - 1	\$550.00
Estimated Total:		\$17,199.88

 Accept
 Decline
Paint
8.1 Exterior Refurbishment

1. A paint scheme will be provided by customer for the aircraft refurbishment.
2. Experienced managers inspect and evaluate the aircraft.
3. Aircraft will be wrapped and all necessary windows, seams etc. will be protected from stripper.
4. Aircraft will be chemically stripped using EPA approved methods.
5. Aircraft will be pressure washed to remove remaining paint.
6. The aircraft surfaces will be inspected for defects to identify any hidden damage. If any repairs are required, customer will be informed and provided a quote to correct.
7. Aircraft will be sanded to remove the remaining paint from seams, door edges, etc.
8. Aircraft will be etched and alodined to ensure corrosion protection.
9. Reseal aircraft seams as required.
10. Minor imperfections in the aircraft surface are corrected when necessary. Eight hours of labor are built in to the proposal to handle normal body work required to fill in small dents and dings on the aircraft surface. Additional work required will be quoted for customer approval.
11. Protective masking will be applied to areas as required and the aircraft and control areas will be wiped down with a solvent based cleaner. Epoxy chromate corrosion protective primer will be applied when necessary.
12. Protective masking will be replaced as required. Base coat will be applied to the aircraft and control surfaces.
13. Stripe layout will be applied for two stripes on fuselage only per approved design scheme.
14. Registration numbers and coordinating colors will be applied per customer specifications.
15. Metallic/ Pearl Stripes and will be clear coated.
16. Exterior placards and markings are applied in accordance with manufacturer's specifications.
17. All flight controls will be balanced if required.
18. The exterior of the aircraft will be inspected and detailed.
19. All exterior windows will be cleaned.
20. Erosion tape will be installed on antennas and erosion boot on nose cone if required.
21. Final air worthiness inspection will be performed for log book return to service sign off.

Estimated Labor Price:		\$24,310.00
Total Estimated Materials Price:		\$5,005.00
PAINT SUPPLYS	Qty - 1	\$5,005.00
Estimated Services Price:		\$1,729.00
Hazardous Waste Removal		\$1,729.00
Estimated Total:		\$31,044.00

 Accept
 Decline