



SEALED BID: Equipment Upgrades Bell Helicopter
BUYER: Linda B. Harper, Buyer Supervisor
SOLICITATION NO: CRFQ AVN1800000001
BID OPENING DATE: March 22, 2018
TIME: 1:30PM
FAX NUMBER: 304-558-3970

03/30/18 08:23:39
WV Purchasing Division

Ms. Harper,

Summit Aviation, Inc. (Summit) is pleased to present the following proposal in response to the above referenced solicitation. Summit is a subsidiary of Greenwich AeroGroup, Inc. All information provided in support of this proposal is exclusive to Summit and all activity related to this effort will take place at Summit's maintenance facility.

Summit Aviation, founded in 1960, has a full-service maintenance facility located at Summit Airport (KEVY), 4200 Summit Bridge Road, Middletown, Delaware, 19709. Summit specializes in aircraft maintenance, repair and modification services, as well as avionics, engines, paint and parts.

Summit is registered with the state of Delaware, FEIN number 51-0095277, and is a vendor in good standing with the State of Maryland; eMaryland Marketplace Vendor ID #00010210.

Summit acknowledges all State IFB and Contract terms and conditions.

Summit acknowledges all addenda to this IFB.

If you have any questions please contact our Director of Aircraft Services, John Bonnell, at 302-540-7517 or jbonnell@summit-aviation.com.

Thank you,

Ralph Kunz
Vice President
Summit Aviation, Inc.

BID RECEIVED LATE

BUYER Linda B. Harper
WITNESS Michele Childs

DISQUALIFIED



REPAIR STATION CERTIFICATE

Summit Aviation has been an approved FAA Part 145 Certificated Repair Station since 1966.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number SMTR2081

This certificate is issued to
SUMMIT AVIATION, INC.

whose business address is
4200 SUMMIT BRIDGE ROAD
MIDDLETOWN, DE 19709

*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:

- AIRFRAME (08-23-94)
- RADIO (08-03-71)
- LIMITED AIRFRAME (02-16-11)
- LIMITED ENGINES (03-02-95)
- LIMITED NDT (04-19-05)
- LIMITED INSTRUMENTS (05-15-90)

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

Date issued:
DECEMBER 29, 1966

By direction of the Administrator

Joseph A. Kain
JOSEPH A. KAIN

MANAGER, PHILADELPHIA FSDO-17

**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



Executive Summary

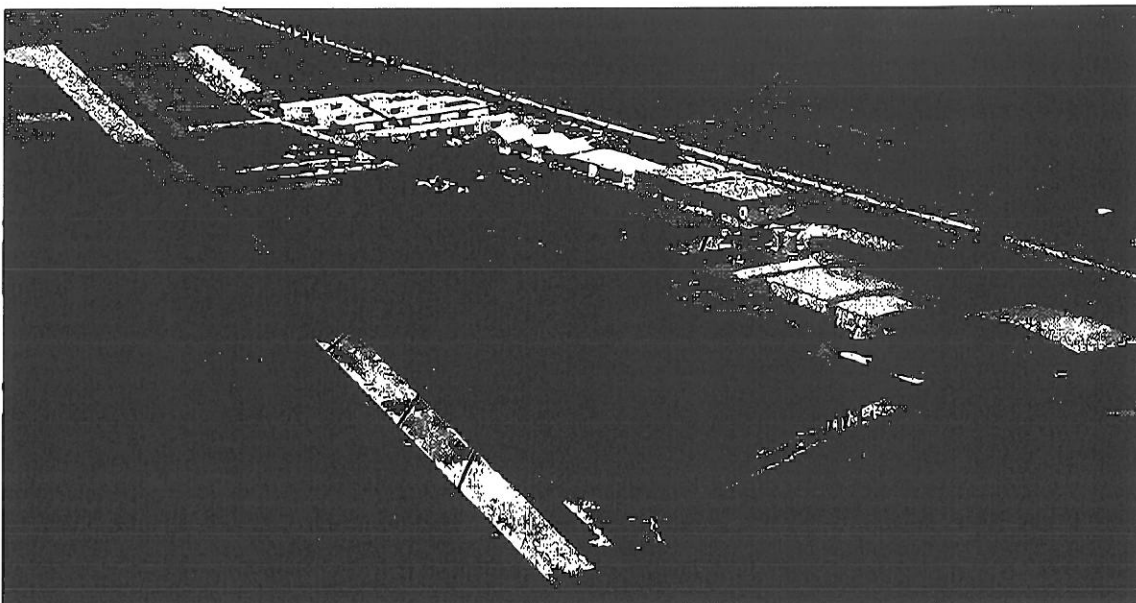
Summit Aviation, Inc. (Summit) is a full service MRO/FBO facility located on a 550-acre private airport (KEVY) in Middletown, Delaware. Founded in 1960, Summit has been providing fixed wing and rotor wing aircraft services both domestically and internationally for over 50 years. In 2008, Summit was purchase by Greenwich AeroGroup, Inc., who own and operate a network of aviation service providers.

Summit has a broad customer base consisting of general and corporate aviation, state and local law enforcement, United States government, and foreign military customers. Services offered include aircraft maintenance, inspection, repair, overhaul, avionics upgrades, major structural modifications, mission equipment installation, manufacturing and assembly, paint, parts, logistics, and flight testing/training support.

Summit's employees have a reputation for being versatile, forward thinking, and customer oriented. Summit employs licensed, trained, highly skilled technicians capable of handling even the most complex of aircraft maintenance, modification, integration, and certification programs.

Certifications:

- FAA Part 145 Certificated Repair Station
- Airframe Class 3 Rating
- Avionics Department FAA Class 1, 2 & 3
- AS9100 & AS9110 Certified Quality Management System
- Approved Service Center for Airbus, Bell, Blackhawk, Cessna, Euravia, Mahindra Aerospace, Quest, Raisbeck Engineering, Safran Turbomeca, and Sikorsky
- DoD approved contractor facility with 24/7 video surveillance
- Approved DCMAI 8210.1c procedures guide and FAR Part 45 Government Property Handling System



Summit Aviation's MRO/FBO Facility in Middletown, Delaware



AIR CAPITAL INSURANCE, LLC
125 E. Second
Wichita, KS 67202

Date of Issue: September 29, 2017

Certificate No: 43

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:

To Whom It May Concern

**NAMED INSURED:
ADDRESS:**

Greenwich AeroGroup, Inc and Summit Aviation, Inc.
475 Steamboat Road
Greenwich, CT 06830

PERIOD OF INSURANCE:

10/01/2017 to 10/01/2018

INSURERS & POLICY NUMBER:

Allianz Aviation Managers A2GA000661317AM

The above Named Insured is at this date insured for the Limits of Coverage stated below:

AIRPORT LIABILITY

LIMITS OF INSURANCE

Each Occurrence	\$	100,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$	500,000
Medical Expense (Any One Person)	\$	25,000
Personal & Advertising Injury Aggregate	\$	100,000,000
Products/Completed Operations Aggregate	\$	100,000,000
HANGARKEEPERS' LIMIT		
Each Aircraft	\$	100,000,000
Each Occurrence	\$	100,000,000
Hangarkeepers' Deductible (each turbine engine aircraft)	\$	25,000
(each other aircraft)	\$	10,000

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage and/or limits afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

In the event insurers cancel or adversely materially change the above policies, they will give thirty (30) days (ten (10) days with respect to non-payment of premium) advance written notice of such cancellation or material change to the Certificate Holder provided however that if such period specified above is not reasonably obtainable such policies shall provide for as long a period of prior notice as shall be reasonably obtainable.

Greg Hiser, President



Purchasing Division
2019 Washington Street East
Post Office Box 80130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
33 - Service - Misc

Proc Folder: 430222

Doc Description: Equipment Upgrades Bell 206BIII, N6WV, S/N 3138 Helicopter

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-07	2018-03-22 13:30:00	CRFQ 0215 AVN1800000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 26305
US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B 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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, the State of West Virginia, Aviation Division is soliciting bids from qualified vendors to establish a "One-Time" contract to provide selected equipment upgrades to comply with the FAA (Federal Aviation Administration) January 1, 2020 ADS-B mandate and upgrade the avionics for the State of West Virginia Bell 206BIII, N6WV, S/N: 3138 helicopter per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	BID TO
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV26311 US	DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lump sum cost to remove and install new equipment	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :

Vendors please fill out the Exhibit A Pricing Page and submit with your bid. Section B and C of the Exhibit A - Pricing Page is for evaluation purposes only and this amount will not be included in the award total.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 1:00 PM	2018-03-15
2	Question Deadline 4:00 PM	2018-03-16

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:

Date: Thursday, March 15, 2018, 1:00 PM
State of WV Aviation Division
502 Eagle Mountain Road
Charleston, WV 25311

The State of WV Hangar is located on the general aviation area of Yeager Airport (CRW) in Charleston, WV

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, March 16, 2018, 4:00 PM

Submit Questions to: Linda B. Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Equipment Upgrades Bell Helicopter
BUYER: Linda B. Harper, Buyer Supervisor
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BID OPENING DATE: March 22, 2018
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FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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: (This only applies to CRFP)
 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 22, 2018, PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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. 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.

13. 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.

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

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency; Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company; Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section 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.

FAA Repair Station License per Section 3.1 of the specifications

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

See specifications section 4.1.9

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

10. [Reserved]

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

\$500.00 per day for going over the 90 day period, see section 6.1 of the specifications

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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. 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.

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

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

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

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

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

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. 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.

31. 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>.

32. 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.

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

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

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**REQUEST FOR QUOTATION
Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138**

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 to provide selected equipment upgrades to comply with the FAA (Federal Aviation Administration) January 1, 2020 ADS-B mandate and upgrade the avionics for the State of West Virginia Bell 206BIII, N6WV, S/N: 3138 helicopter.
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 "ADS-B" means the Automatic Dependent Surveillance-Broadcast.
 - 2.2 "Agency" means the State of West Virginia Aviation Division.
 - 2.3 "Contract Services" means providing the completion of selected equipment upgrades and upgrade the avionics for the State of West Virginia Bell 206BIII, N6WV, S/N: 3138 helicopter as more fully described in these specifications.
 - 2.4 "FAA" means Federal Aviation Administration.
 - 2.5 "GPS" means Global Positioning System.
 - 2.6 "NVIS" means Night Vision Imaging System.
 - 2.7 "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.
 - 2.8 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.9 "STC" means the Supplemental Type Certificate.
 - 2.10 "WAAS" means Wide Area Augmentation System.
- 3 **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138

3.1 AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the FAA and will be licensed as an Aircraft Repair Station. The Vendor will maintain parts and tools as required by the FAA for an Aircraft Repair Station. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

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 remove the following equipment from the aircraft and return to the Agency:

- 4.1.1.1** Remove and reinstall aircraft interior, seats, access panels, etc. as required for equipment removal and installation.
- 4.1.1.2** Remove Garmin Area 560 and associated wiring.
- 4.1.1.3** Remove Monroy ATD-300 Traffic System and associated wiring.
- 4.1.1.4** Remove NATCOM AMS44 and associated wiring.
- 4.1.1.5** Remove Garmin GNS 430W and associated wiring.
- 4.1.1.6** Remove Garmin SL 30 and associated wiring.
- 4.1.1.7** Remove Garmin GTX 327 and associated wiring.
- 4.1.1.8** Remove Bendix King EHSI KI825 and associated wiring.
- 4.1.1.9** Remove King KI 209 Course Indicator and associated wiring.
- 4.1.1.10** Remove David Clark X-P headset power supply and associated wiring.
- 4.1.1.11** Remove all components and wiring associated with any avionics installations not previously identified.
- 4.1.1.12** Remove current instrument panel, flight instruments and additional kits as required to accommodate new avionics installation.

REQUEST FOR QUOTATION
Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138

4.1.2 The vendor shall provide and install the following new avionics equipment unless it is provided by the Agency per Section 4.1.8 below. Vendors to refer to **Exhibit C-Equivalent Equipment Requirements** for items specified herein as "(or Equivalent)". **Exhibit D - Avionics Installation Diagram** has been provided for vendor reference.

- 4.1.2.1** New Instrument Panel w/powder coat finish & silkscreen labeling configured to agency specifications.
- 4.1.2.2** Electronic Flight Instrument System (EFIS) Garmin G500H, requires Wide Area Augmentation System (WAAS) GPS and LED position lights (or Equivalent).
- 4.1.2.3** Garmin EFIS G500H Enable HSVT Helicopter Synthetic Vision Terrain (or Equivalent).
- 4.1.2.4** Garmin EFIS G500H Enable Jeppesen Chartview (or Equivalent).
- 4.1.2.5** Garmin EFIS G500H Enable Radar Altimeter Interface (or Equivalent).
- 4.1.2.6** Garmin GPS Helicopter Terrain Awareness and Warning System (HTAWS) – GTN series w/Alert Acknowledge Switch (or Equivalent).
- 4.1.2.7** Garmin EFIS G500H Cooling Fan replacement (or Equivalent).
- 4.1.2.8** Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS System (or Equivalent), includes:
 - 1 EA 010-00820-A0 Receiver, black
 - 1 EA 010-01157-41 Americas North SD Datacard
 - 1 EA G35 GPS Antenna
 - 1 EA 16 Watt Enablement
- 4.1.2.9** Garmin NAV/COM, 16W-GNC 255B NVIS (or Equivalent).
- 4.1.2.10** Garmin Transponder, GTX 345R remote mount, ADS-B Out and In with GTN series radio interface (or Equivalent).
- 4.1.2.11** Garmin Traffic System – GTS 800 TAS w/dual antenna (or Equivalent).
- 4.1.2.12** Garmin Radar Altimeter – GRA55, to include tailboom antenna mounts, indicator not included (or Equivalent).
- 4.1.2.13** Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place ICS, copilot foot switch, copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch (or Equivalent).
- 4.1.2.14** Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit (or Equivalent).

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Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138

- 4.1.2.15 Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit (or Equivalent).
 - 4.1.2.16 Install customer supplied Shadin Miniflo-L Digital Fuel Management System with RS-232 output format interfaced to GPS receivers.
 - 4.1.2.17 Bose Headset install connector kit to be installed at pilot's position in line with standard headset jack.
 - 4.1.2.18 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 STC documentation showing NVG compatibility.
 - 4.1.2.19 Modify existing mounting of provisions for agency-owned charger, NNTN7624 APX Vehicular IMPRES Charger for the Motorola APX 8000 VHF/UHF trunking handheld radio with a Paravion Mount on the left side of the glare shield. Interface to be integrated into the installed Jupiter dual channel audio panel at front crew positions. The vendor will reposition existing external antenna and power connections from current configuration to left-side of instrument shroud. Refer to Section 4.1.8 Agency Provided Avionics Equipment.
 - 4.1.2.20 Install iPad RAM cradle with a Paravion STC monitor mount located on the right-hand side of the instrument panel glare shield. The iPad Air must be installed with an USB electrical harness disconnect located on the right-side instrument panel shroud for ease of removal or install.
- 4.1.3 The Vendor shall laser mark at all new wiring associated with the avionics installation.
- 4.1.4 The Vendor shall provide the Agency 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 Agency at Tierra.S.Gable@wv.gov.
- 4.1.5 The Vendor shall provide a minimum of 12-month warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by the vendor.
- 4.1.6 Vendors submitting equivalent equipment must provide the brand and model number as well as any product specifications by submitting "Exhibit B-Equivalent Identification Page". This information should be submitted with the bid and must be submitted prior to award.
- 4.1.7 The Vendor shall provide the following to the Agency upon delivery of aircraft:

REQUEST FOR QUOTATION
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- 4.1.7.1 Avionics drawings and descriptions for all new avionics installed in the aircraft upon completion of the avionics installation.
- 4.1.7.2 All FAA required documentation to include a revised equipment list, Supplemental Type Certificates (STC), FAA form 337's, and Pilot Flight Manual Supplements.
- 4.1.7.3 A completed weight and balance upon the completion of avionics installation with a reweigh and updated weight and balance forms.

4.1.8 The Agency will provide the following avionics equipment:

- 4.1.8.1 Motorola APX 8000 VHF/UHF trunking handheld radio model number H91TGD9PW6AN and charger NNTN7624 APX Vehicular IMPRES Charger (currently installed).
- 4.1.8.2 SPIDERTRACKS S-3 hardwired and mounted on aircraft glare shield (currently installed).
- 4.1.8.3 iPad Air with ForeFlight installed.
- 4.1.8.4 Shadin Miniflo-L Digital Fuel Management System to include install kit with RS-232 output format interfaced to GPS receivers.

4.1.9 The Vendor shall furnish proof of coverage of either Commercial General Liability insurance or Aircraft Products/Completed Operations and Grounding Liability insurance prior to the issuance of the contract. The minimum amount of coverage required is \$250,000.00. It is preferred that this information be provided with the bid response but is required before award of Contract.

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the 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 Exhibit A-Pricing Page.

The Vendor will have 90 calendar days to complete the contract services and have the aircraft ready to be returned to the Agency. The 90 day period will commence upon delivery of the aircraft to the Vendor by the Agency.

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

REQUEST FOR QUOTATION
Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138

Vendors submitting bids electronically through wvOASIS should enter the lump sum Total Bid Amount in the commodity line of wvOASIS and attach the Exhibit A – Pricing Page, and Exhibit B - Equivalent Identification Page as an attachment with their bid.

- 5.3 The Agency 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.
- 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.

**REQUEST FOR QUOTATION
Avionics and Equipment Upgrades
Bell 206BIII, N6WV, SN: 3138**

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.

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: John Bonnell

Telephone Number: 302-449-1000

Fax Number: 302-378-7035

Email Address: jbonnell@summit-aviation.com

Exhibit A - Pricing Page

Bell 206III, SN 3138 (N6WV)

CRFQ: _____

Vendor: _____

Vendors must 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.)

Section A:				
Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2				
Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$285,082.83
Section A:				
Section B:				
Vendor to enter nautical miles (NM) below to calculate flight time to fly Round Trip from Yeager Airport (CRW) in Charleston, WV. Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from Yeager Airport (CRW) in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Agency's billing rate per hour multiplied by two.				
Description 424.5 NM				Per Trip
NM to vendor facility divided by 100 (KTAS) x \$600.00 (per hour) x 2 (roundtrip)				
Section B:				\$5,094
Section C:				
Vendor to enter road mileage (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and the vendor's facility. Mileage will be shortest distance between Yeager Airport (CRW) and the vendor's facility using Google Maps Driving Directions. 54.5 cents per mile is the current state of WV reimbursement mileage rate. Agency estimates making 4 trips to vendor during the 90 day period of contract.				
Description 431 Miles				Per Trip
RM to vendor facility x 54.5 cents per mile x 2 (roundtrip) x 4 (estimated number of trips)				\$1,879.16
Section C:				
Subtotal Section A:				\$285,082.83
Subtotal Section B:				\$5,094
Subtotal Section C:				\$1,879.16
Total Bid:				\$292,055.99

Vendors must fill out the Exhibit A - Pricing Page and submit with their bid.
 *Section B for evaluation purposes only, Section B amount will not be included in the award total.
 *Section C for evaluation purposes only, Section C amount will not be included in the award total.

Exhibit B - Equivalent Identification Page
Bell 206BIII, SN 3138 (N6WV)

CRFQ: _____
 Vendor: _____

Vendors submitting Equivalent components must submit this form with their submitted bid response.
 Vendors should provide equipment specification sheets with their submitted bid response.

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.2	Electronic Flight Instrument System (EFIS) Garmin G500H, requires Wide Area Augmentation System (WAAS) GPS and LED position lights		
4.1.2.3	Garmin EFIS G500H Enable HSVT Helicopter Synthetic Vision Terrain		
4.1.2.4	Garmin EFIS G500H Enable Jeppesen Chartview		
4.1.2.5	Garmin EFIS G500H Enable Radar Altimeter Interface		
4.1.2.6	Garmin GPS Helicopter Terrain Awareness and Warning System (HTAWS) – GTN series w/Alert Acknowledge Switch		
4.1.2.7	Garmin EFIS G500H Cooling Fan replacement		
4.1.2.8	Garmin GPS/WAAS/COM/NAV/GS/16W-GTN 750H NVIS System (or Equivalent), includes: 1 EA 010-00820-A0 Receiver, black 1 EA 010-01157-41 Americas North SD Datacard 1 EA G35 GPS Antenna 1 EA 16 Watt Enablement		
4.1.2.9	Garmin NAV/COM, 16W-GNC 255B NVIS		
4.1.2.10	Garmin Transponder, GTX 345R remote mount, ADS-B Out and In with GTN series radio interface		

Mar. 30. 2018 9:34AM
 Summit Aviation
 Received: 3024291081

Mar 30 2018 09:32am
 No. 0065 P. 34

Exhibit B - Equivalent Identification Page
Bell 206BIII, SN 3138 (N6WV)

CRFQ: _____
 Vendor: _____

Vendors submitting Equivalent components must submit this form with their submitted bid response.
 Vendors should provide equipment specification sheets with their submitted bid response.

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.11	Garmin Traffic System – GTS 800 TAS w/dual antenna		
4.1.2.12	Garmin Radar Altimeter – GRASS, to include tailboom antenna mounts, indicator not included		
4.1.2.13	Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place ICS, copilot foot switch, copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch		
4.1.2.14	Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit		
4.1.2.15	Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit		

Mar. 30. 2018 9:34AM
 Submit Aviation
 Received: 3024491081
 Mar 30 2018 09:33am
 No. 0065 P. 35
 P035

Exhibit B - Equivalent Identification Page
Bell 206BIII, SN 3138 (N6WV)

CRFQ: _____
 Vendor: _____

Vendors submitting Equivalent components must submit this form with their submitted bid response.
 Vendors should provide equipment specification sheets with their submitted bid response.

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.11	Garmin Traffic System – GTS 800 TAS w/dual antenna		
4.1.2.12	Garmin Radar Altimeter – GRASS, to include tailboom antenna mounts, indicator not included		
4.1.2.13	Jupiter Dual Audio Controller, JA94-N02A NVIS audio controller with three place ICS, copilot foot switch, copilot select transmit/ICS switch, rear seat transmit capability and rear transmit toggle switch		
4.1.2.14	Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit		
4.1.2.15	Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit		

Mar. 30. 2018 9:34AM
 Summit Aviation
 Received: 3024491081
 Mar 30 2018 09:33am
 No. 0065 P. 35
 P035

Exhibit C – Equivalent Equipment Requirements per Section 4.1.2 Bell 206III, SN 3138 (N6WV)

- Preloaded Obstacle database
- Preloaded SafeTaxi™ airport diagrams
- Preloaded Garmin FliteCharts®
- Jeppesen ChartView
- Flight plans: 99 reversible; up to 100 waypoints each
- Fly SBAS/WAAS approaches
- Front-loading datacards (convenient to update database information)
- Class B TAWS alerting compatible

Section 4.1.2.9 NAV/COM, 16W-GNC 255

- Communication channels: 760 with 25 kHz spacing; 2280 channels with 8.33 kHz spacing
- Frequency range: 118.000 to 136.992 MHz (with 8.33 kHz spacing)
- Transmit power: 16 W
- Input voltage range: 9 to 33 VDC
- Operating temperature range: -20 to +55 C
- Certifications: TSO C169a (transmitting and receiving), TSO C128a (stuck mic)
- Dimensions: 1.65"H x 6.25"W x 10.4"D (4.19 x 15.88 x 26.42 cm)
- Weight: 3.02 lbs (1.37 kg) unit only; 3.46 lbs (1.57 kg) with mounting rack
- Depth: 11.23 inches (28.52 cm) behind panel, including mounting rack and connectors

Section 4.1.2.10 Transponder GTX 345R

- Physical dimensions (unit, rack, connectors); for panel mounts, depth is measured from face of instrument panel: 1.65" x 6.30" x 9.9" (42 x 160 x 224 mm)
- Display type: N/A
- Weight (unit, rack, connectors): 2.8/2.9 lbs (1.27/1.32 kg)
- Voltage range: 28 VDC (18/20 W Max)
- Transmit power: 200 W minimum
- Mount type: Remote
- Transponder type: Mode A/C, S and ES
- Squawk code selection: Remote entry
- Solid state transmitter (more efficient, longer life)
- Aural alerts
- Automatic ALT/GND mode
- Wireless connectivity to portable device using Garmin Pilot, ForeFlight or compatible Garmin portable
- Subscription-free weather and traffic
- Internal AHRS (non-certified)
- 1090 MHz ADS-B Out
- Dual-link 1090MHz and 978MHz UAT ADS-B In
- Displays on G500/G600, GTN 650/750, GNS 430W/530W, and others
- Pressure altitude encoder module (mounts to connector backplate) is optional

Exhibit C – Equivalent Equipment Requirements per Section 4.1.2 Bell 206III, SN 3138 (N6WV)

- TAS/TCAS traffic Integration with ADS-B In

Section 4.1.2.11 GTS 800 TAS w/dual antenna

- Type TAS TSO-C147 (Class A)
- ADS-B Capability TSO-C166b TSO-C195b
- Transmit Power 40 Watts
- Maximum Range 22 NM
- Targets Tracked 45

Section 4.1.2.12 GRASS Radar Altimeter

- Unit Height (with mounting rack): 3.99" (101.3 mm)
- Unit Width (with or without mounting rack): 3.02" (76.7 mm)
- Unit Depth (with mounting rack and connector): 11.62" (295.2 mm)
- Unit Depth (with mounting rack, connector and configuration module): 12.08" (306.9 mm)
- Unit Weight (with mounting rack): 3.5 lbs (1.6 kg)
- Operational Temperature Range: -55° C to +85° C
- Altitude Range: 25,000 ft max
- Altitude Accuracy: ± 1.5 ft (3 - 100 ft AGL); ± 2 % (> 100 - 2500 ft AGL)
- Altitude Range: -20 - 2550 ft AGL
- Altitude Alert Outputs Range: 0 - 2500 ft AGL
- Horizontal Velocity: 0 - 200 knots max
- Vertical Velocity: 20 ft/sec max (up to 100 ft AGL); 25 ft/sec max (above 100 ft AGL)
- Pitch Angle: ± 20° max
- Roll Angle: ± 20° max (with published altitude accuracy limits); ± 20° to ± 30° (with ± 20 % altitude accuracy limits throughout entire altitude range)
- Supply Voltage: 28 VDC
- Power Consumption: 13.75 W max (0.5 A at 27.5 VDC, 1.0 A at 13.75 VDC)

Section 4.1.2.13 Jupiter Dual Audio Controller, JA94-N02A

- Physical Dimensions 5.75"W x 1.88"H x 5.48" D (not including connectors)
- Weight 1.99 lb.
- 5 transceivers
- Up to 8 users
- Field configurable settings
- Field replaceable legends
- NVG compatible
- Adjustable output and input levels
- Balanced ICS, CVR, Rx Comp. & transmit mic. outputs
- Adjustable CVR output level
- Front panel music input
- 5,14 and 28 Vdc lighting voltage selection

Exhibit C – Equivalent Equipment Requirements per Section 4.1.2 Bell 206III, SN 3138 (N6WV)

- Music muting
- Duplex mode transmission for telephone operation
- 4 Receivers
- 4 Direct inputs
- Individual mic. gating
- Tx capability for pilot, co-pilot and up to 3 passengers
- Transmit select / ISO annunciators
- Connector pin compatible with industry standard
- Pilot / Copilot ICS Isolation switches
- Remote transmit selection
- ICS PTT for all 8 users

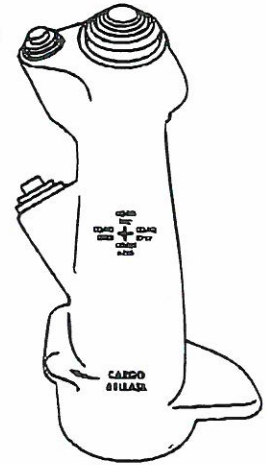
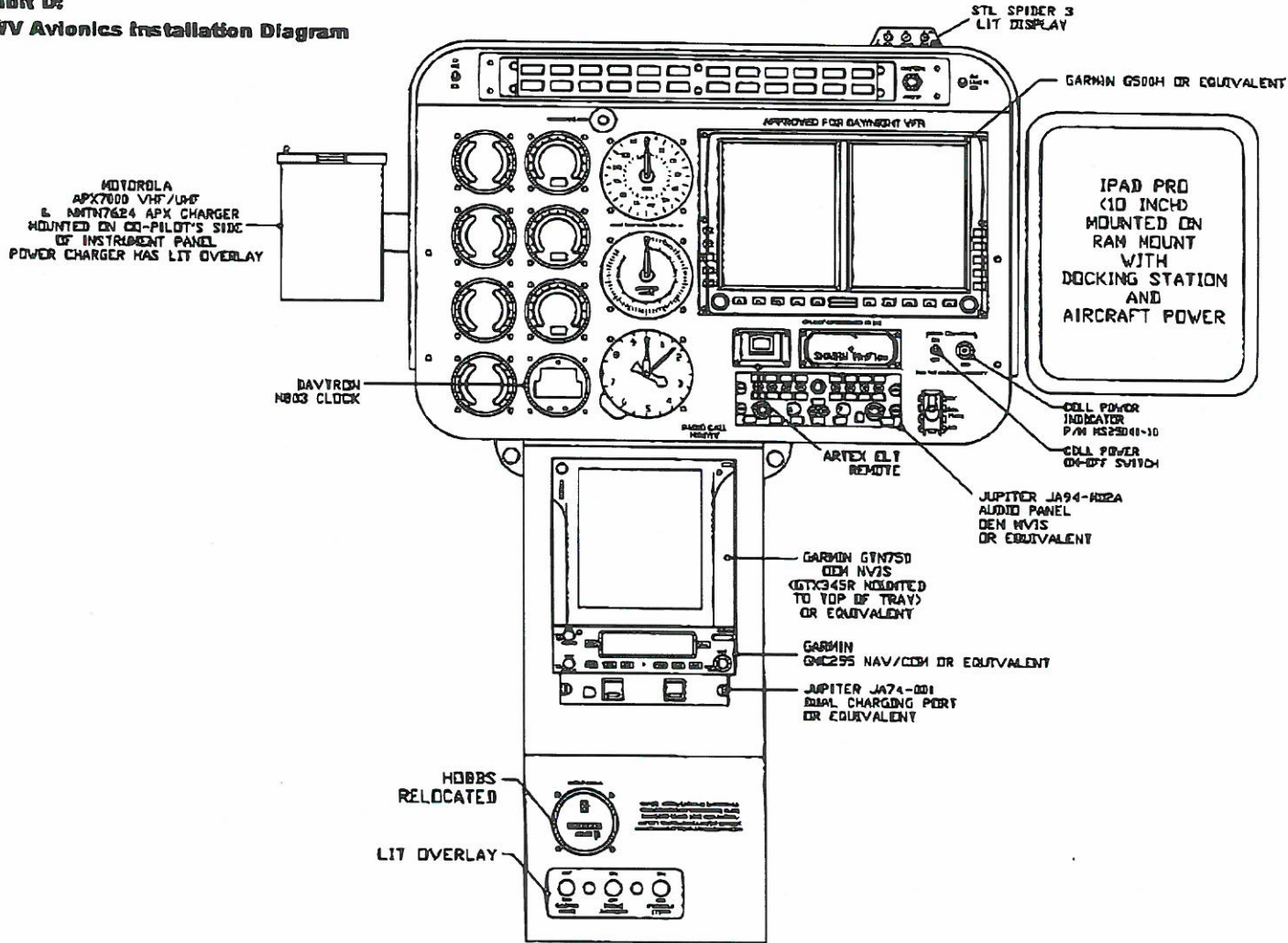
Section 4.1.2.14 Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit.

- Mic Input: 250 mVrms
- Music Input: 400 mVrms
- RX / Stereo Out: 1 to 5 Vrms Into 600 ohms
- Data Out: RS232 | Data Input: RS232
- Bluetooth Profiles: A2DP (Music source), A2DP (Music sink),
- HFP1.5 (Hands Free) and SPP (serial port)
- Weight: 0.31 lb. [0.14 kg] Max.
- Power: 18 to 30Vdc

Section 4.1.2.15 Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit.

- Weight: 0.91 lb.
- 5.75"W x 1.125"H x 5.46"D
- JA74 incorporates two USB Type A charging ports into a single compact Dzus mount panel. Each port is capable of supplying 5 volts DC at up to 2.1 Amps per port, thus allowing simultaneous charging of two portable devices. Additionally, a 3.5mm jack socket is provided, allowing a music input to the aircraft audio system.

**Exhibit D:
N6WV Avionics Installation Diagram**



CYCLIC LAYOUT

WV-10
Approved / Revised
08/01/15

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: 

Date: 3/29/2018

Title: Vice President

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

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

John Bonnell - Director of Aircraft Services

(Name, Title)

John Bonnell - Director of Aircraft Services

(Printed Name and Title)

4200 Summit Bridge Rd Middletown DE 19709

(Address)

302-449-1000 / 302-378-7035

(Phone Number) / (Fax Number)

jbonnell@summit-aviation.com

(email address)

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

Summit Aviation, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Ralph Kunz, Vice President

(Printed Name and Title of Authorized Representative)

3/29/2018

(Date)

302-449-1000 / 302-378-7035

(Phone Number) (Fax Number)

**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)

- | | |
|---|--|
| <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.

Summit Aviation, Inc.

Company



Authorized Signature
3/29/2018

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 6-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Summit Aviation, Inc.

Authorized Signature: [Signature] Date: 3/29/18

State of Delaware

County of New Castle, to-wit:

Taken, subscribed, and sworn to before me this 30th day of March, 2018.

My Commission expires 3/4/2019 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]