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Header @ 4

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1513581

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: PHI Aviation, LLC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0215

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Solicitation Description:

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder: 1513581
Solicitation Description: Refurbishing of Bell 206L4,N5WV, S/N 52279 Helicopter
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-09-26 13:30	SR 0215 ESR09232400000002177	1

VENDOR
VS0000047020
PHI Aviation, LLC

Solicitation Number: CRFQ 0215 AVN2500000006
Total Bid: 0
Response Date: 2024-09-25
Response Time: 09:56:30
Comments:

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	UPGRADES FOR THE STATE HELICOPTER	0.00000	LS	148190.350000	0.00

Comm Code	Manufacturer	Specification	Model #
78181802			

Commodity Line Comments: Exterior Paint: \$63,531.53
Interior: \$84,658.82
Total: \$148,190.35
OPTIONAL Windscreen/Acrylic Glass: \$31,307.72
Please see the attached proposal and pricing sheet for additional details. We have also included the sample contract with redlines and comments. There are several requested wording modifications due to this being an aviation related project. Additionally, we could not locate section § 148-1-6.1.e in the West Virginia Code of State Rules which was called out in the contract.
Please see PHI's proposal which includes detailed information around our capabilities and the work scope. Please note, 90 days can be accommodated, however this may be delayed depending on customer approvals on paint and interior sample approval.

Extended Description:
Exterior painting and interior upgrades

PHI MRO SERVICES PROPOSAL

REFURBISHING OF BELL 206L4 CRFQ AVN2500000006

September 25, 2024



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1 Bid Overview

PHI is pleased to provide the State of West Virginia Aviation Division with the following proposal to provide exterior paint and interior upgrades for the State's Bell 206L4 helicopter.

Along with our competitive pricing, PHI offers a solution that best meets the overall needs of the State. We strive to provide the State with the greatest value for its money by offering an optimal balance of quality, efficiency, price, and experience.

1.1 PHI's Solution

PHI understands that time is of the essence, and the State of West Virginia requires a solution that accurately meets the specifications outlined in the solicitation while offering a low cost and fast turnaround time. We have kept these needs in mind when developing our bid and intend to provide the State with high-quality services that fulfill all these needs.

We will perform the services as outlined in the CRFQ document to refurbish the interior and exterior of the State's Bell 206L4. Further details on the work scope of our solution are provided in the following section.

By having both a paint shop and upholstery shop in-house, we have the benefits of instant collaboration and the ability to perform work concurrently. Our teams in these shops have combined, decades of experience in their craft and have access to an array of specialized tooling and equipment.

1.2 Assumptions and Constraints

We have developed our proposal with a few assumptions and constraints in mind which we detail below.

We have identified material sources for all items required to fulfill the work scope of this project; however, the windows for the optional replacement have a 60-day lead time. This lead time should not impact the 90-day timeline set out by the State as long as PHI is notified that this option is needed on contract award.

PHI will not fly the State's aircraft. As such, any flight required by the State will have to be performed by the State's pilots.

As part of the refurbishment, it is a regulatory requirement that PHI performs weight and balance on the helicopter. We have accounted for this in our presented pricing and will ensure that this requirement is met.

1.2.1 Contract Additions

PHI has included an updated contract document as part of our attachments for the State to review. All proposed modifications are clearly marked and we understand that mutual written consent is required for acceptance of these changes.

2 Project Work Scope

PHI will perform interior and exterior refurbishing of the State's Bell 206L4 helicopter as described in the CRFQ document.

Items utilized in the contract will be new and conform to the specifications provided by the State, and the paint scheme, along with interior materials and colors will be approved before work commences. Additionally, at the request of the State, PHI will provide reports on items such as quantities purchased, agencies utilizing the contract, total contract expenditures by agency, and more as needed.

We will be prepared to accept delivery of the aircraft within the 10-day period following the contract award as is the intention of the State. Work will commence shortly after to ensure the refurbishment is completed within the 90-day period the State has specified.

2.1 Paint

We will remove the current exterior paint and prepare the aircraft for re-painting. Along with referencing Exhibit B, we will obtain approval on the final paint scheme. The new exterior paint will include the wing walk on top of the fuselage and follow the Agency's three (3) color scheme as specified:

- White N3220X
- Dark Concord Blue Metallic LO328HLG
- Las Vegas Gold Metallic 5242

As directed, the tail number will be shadowed. We will use the decal image information provided by the Agency to include two (2) state seals in the paint scheme, one on each side of the aircraft.

2.2 Interior

To refurbish the interior, we will install plastic trim and carpet flooring. The existing seats will be reupholstered with leather. We will use high-quality, all-new materials that are aviation-approved and complimentary to the exterior paint scheme. Any areas of exposed metal will be painted in a color to match the seats and carpet.

Before interior refurbishment begins, all materials and colors will be approved by the Agency to ensure the final solution aligns with expectations. If the Agency does not approve colors in a reasonable amount of time, the timeline may be affected. Additionally, should different materials be sourced to meet the State's color preference, additional costs may apply.

2.3 Windscreen Replacement Option

If the Agency elects to include this option prior to contract award, PHI is prepared to replace all windscreens and other associated acrylic glass. As with the rest of the refurbishment, all materials used will be all-new and aviation-approved.

3 PHI's Capabilities and Qualifications

PHI MRO Services is a Part 145 FAA and EASA-certified MRO organization with facilities located across the United States and globally. Our primary facility in Lafayette, Louisiana has a multitude of in-house shops equipped with the latest data, equipment, technology, and tools to provide a comprehensive selection of rotary-wing services from basic maintenance to complex modifications and integrations.

Across PHI's 75-year history, we have serviced helicopter models from nearly every major OEM. Our technicians are experts in their respective roles with an average tenure of 16 years at PHI and a combined

decades of experience completing projects of all types. We offer MRO support to both the private and public sectors, with notable customers including sports teams, law enforcement agencies, the Department of Defense, Milestone Aviation, the Presidential Helicopter Program, and more.

3.1 Regulatory & Industry Certifications

We hold several industry certifications, all of which are a testament to our status as an industry-leading MRO services provider. Below are just a few of note.

3.1.1 FAA & EASA Certification

PHI is certified as a Part 145 Repair Station through both the FAA and EASA. This dual certification authorizes us to provide MRO support across both the United States and Europe. We are dedicated to upholding the high standards for quality and safety required by these certifications in everything that we do.

3.1.2 AS9110 Certification

PHI holds AS9110 certification, which contains the requirements held in AS9100 along with additional requirements for companies operating in the aviation sector. This certification is the international standard for quality management systems within the aerospace maintenance industry. By attaining this certification, PHI has proven our adherence to the rigorous criteria for safety, reliability, and compliance set forth. We continue to ensure that we both align with and exceed industry norms as part of our commitment to delivering unparalleled service quality, enhancing customer satisfaction, and embodying continuous improvement in all aspects of our operations.

3.1.3 Authorized Bell Supplier

PHI maintains a strong relationship with Bell as an approved Bell Supplier. We meet their rigorous standards for repair and overhaul service providers, proving our capability to consistently deliver high-quality services for Bell aircraft.

We have an extensive history working with Bell helicopters as they have made up a substantial portion of our internal operating fleet since our founding, with the Bell 407 and 412 still serving us today. Working on both our own fleet and customer aircraft has instilled in our technicians an intimate familiarity with nearly every model and their variations.

3.2 Full-Service MRO Facility

PHI's primary maintenance facility located in Lafayette, Louisiana has the capacity to support multiple projects simultaneously, with our total plant area exceeding 230,000 square feet. Our secure facility contains multiple hangar spaces, allowing for the isolation of aircraft or projects as needed.

Additionally, we have over 13 in-house shops outfitted with advanced tooling and equipment, making us a one-stop shop for MRO services. We have developed and manufactured custom tooling for several of our shops, improving overall efficiency through simplifying complex processes. A few of our notable shops include:

- Component Shop
- Engine Shop
- Machine Shop

- Paint Shop
- NDT Shop
- Upholstery Shop

3.2.1 Secure Facility

PHI has strict measures in place to ensure the safety and confidentiality of all our customers. Our facility has separate hangar space available to accommodate aircraft which may require additional security. Additionally, PHI has a facility security officer (FSO) on-site to oversee such projects and ensure adherence to all security measures.

3.3 PHI's Capabilities

3.3.1 Paint and Upholstery

PHI has decades of experience performing paint and upholstery services, both for our own fleet and for our customers around the world. With both an upholstery shop and paint shop in house, we facilitate immediate, in-person collaboration between both teams. This collaborative environment improves our efficiency and allows us to quickly deliver solutions unmatched in quality.

Our state-of-the-art downdraft paint booth has the room to accommodate up to two S-92 helicopters at a time, giving us the capacity to manage multiple large scale paint projects at once. Paint services we offer include:

- Airbrush painting
- Color matching
- Chemical paint stripping
- Corrosion blasting & sanding

PHI has crafted interiors for a vast range of missions, from EMS to offshore transport and more. In every one, we use high-quality, durable material for a finish with superior comfort that is built to last. Our experience even extends to VIP work, as we are the trusted provider responsible for completing all upholstery work on the presidential helicopter fleet. We give every customer this same attention to detail and dedication to quality.

3.3.2 Completions

PHI has performed more than 150 helicopter completions to serve a variety of operational needs and mission profiles. We consult with each of our customers to gain an in-depth understanding of the functionality needed for their mission and operating environment, and ensure the aircraft meets all their requirements. Below are just a few of the mission profiles PHI has performed integrations and completions for:

- Special Missions
- Search and Rescue
- Air Medical
- Utility
- Head of State
- VIP

3.3.2.1 Oil & Gas

PHI is deeply familiar with the requirements for an oil and gas mission completion requirements with numerous completions for both commercial operators and our own fleet. PHI is committed to providing a final product that meets all our customer's needs.

3.3.2.2 Search and Rescue

Our team has produced Search and Rescue (SAR) completions for a variety of aircraft, supporting hospitals, law enforcement, and other government agencies.

PHI focuses on the individual needs of each operator, delivering purpose-built SAR configurations customized with equipment and modifications specifically tailored to the life-saving missions of each operator. Whether the need is an interior to accommodate advanced medical equipment or modifications to support operating in harsh environments, we collaborate with our customers to craft a solution that works for them.

3.3.2.3 Special Mission & Utility

For our special mission completions, PHI has showcased our expertise across a diverse range of projects for military, law enforcement, and government clients globally including the United States Military and PMA-274 Presidential Helicopter Program.

With a proven track record, our team excels not only in outfitting factory-new aircraft but also in revitalizing existing airframes, converting civilian or legacy helicopters into mission-ready platforms. From seamless integrations of specialized mission equipment to comprehensive reconfigurations, PHI has the capability to support a wide range of operational needs.

Through our work with government and law enforcement agencies, PHI is adept at navigating unique and strict regulatory requirements while tailoring aircraft to suit our customers' specific operating environments and mission objectives.

3.3.3 Engineering

Our engineering team is well-versed in the implementation of complex modifications, integrating existing STCs into aircraft, and obtaining certification for new STCs from the FAA. When integrating new components and systems onto an existing aircraft, we ensure full compatibility through design modification, structural analysis, system integration, and testing. To create a truly seamless integration, we employ the same scrutiny that we expect from the FAA with comprehensive safety and performance checks throughout the process.

3.4 PHI's Global Reach

While PHI's headquarters is in Lafayette, Louisiana, we are a company with a global reach. Between all our business units, PHI has facilities located across the United States and on nearly every continent in the world.

When operators cannot come to us, we also offer support through our mobile repair teams. Whether they have an AOG, a complicated diagnostic, or simply need hands-on assistance with a repair, we have dedicated field teams standing ready to go to their location.

4 PHI's Background

4.1 PHI MRO Services Introduction

PHI was incorporated in Lafayette, Louisiana in 1949 with the primary vision of providing safe and reliable helicopter transportation to, from, and among offshore platforms for customers engaged in the oil and gas industry. Over the last 75 years, we have accumulated over 11.9 million flight hours of experience across three business units – Aviation, Health, and PHI MRO Services.

PHI continues to grow as an aviation service provider with maintenance and helicopter operations stretching from the U.S. Gulf of Mexico to offshore waters of Canada, Mexico, Africa, Australia, Southeast Asia, and the Middle East. PHI operates a global fleet of 213 helicopters, with 65 aircraft flying in the U.S. Gulf of Mexico today. PHI MRO Services ensures these aircraft are in a constant state of readiness to support customers around the world.

We consider safe, efficient, quality service as the fundamental backbone of our successful maintenance and flight operations. Our reputation demonstrates that we are the leading organization in offering these competencies consistently and effectively.

PHI's maintenance staff averages 16 years of PHI tenure and are a major foundation of our business principles and continued success. Our maintenance training and development programs lead the industry and are in a continuous state of improvement, with a focus on developing new technology, processes, and procedures aimed at improving safety and quality of service.

4.2 Quality Assurance Practices

We consider safe, efficient, quality service as the fundamental backbone of our successful operations. PHI gained its reputation as an industry-leading MRO service provider from a long history of consistently delivering effective solutions to aircraft manufacturers and operators worldwide. By maintaining rigorous quality expectations for our products and services, we ensure that all our output not only meets but exceeds the industry standard.

4.2.1 Material Quality Programs

PHI is steadfast in upholding our rigorous standards for delivery compliance and quality, using performance metrics such as the Quality DPPM Performance and AS9110 to guide our operations. Additionally, PHI complies with International Traffic in Arms Regulations (ITAR) requirements.

We view Quality Defect Parts Per Million (DPPM) Performance as a crucial indicator of the effectiveness and efficiency of our service delivery, and we regard it as a critical cornerstone of our quality management strategy. Our team conducts detailed analyses of defects and implements corrective actions to minimize the occurrence of defects.

4.2.2 Record Keeping Practices

PHI utilizes a secure Enterprise Resource Planning (ERP) system called RAMCO to manage all projects and their related records. RAMCO acts as a central place for the maintenance of all records and books pertaining to the delivery of services on our contracts and allows us to accurately demonstrate our performance to our customers. All records stored in RAMCO are regularly updated to remain current and complete with all

important contract details. As part of PHI's record-keeping practices, and to ensure total transparency and accuracy, we keep all primary source documents.

4.2.3 Safety Programs

PHI MRO Services has developed and implemented several quality assurance and safety programs integral to our services. Our programs use collected data to focus on real-time, tangible improvements so we can deliver a solution unmatched in safety, quality, and efficiency to our customers.

By adhering to these programs along with our other practices, PHI has maintained a safety record that is second to none in the helicopter industry and received many safety awards as a result. Additionally, our leadership team is involved in several key industry initiatives aimed at collaborating to build awareness and share solutions to benefit the aviating industry as a whole.

4.2.3.1 HeliOffshore

PHI is a founding member of HeliOffshore with a seat on the Board of Directors. We support the development and implementation of industry-wide safety enhancements focused on:

- Automation
- Operational performance monitoring
- Flight Path Management (FPM)
- Health and Usage Monitoring Systems (HUMS)
- Operational standards
- Information exchange

4.2.3.2 Helicopter Safety Advisory Conference (HSAC)

PHI is a founding member and holds senior positions in the Helicopter Safety Advisory Conference (HSAC). We drive the advancement of local helicopter operations and alignment with global industry best practices through:

- Collection, analysis, and dissemination of data
- Education and implementation of standards aligned with industry improvements
- FAA coordination and integration

4.2.4 Safety Management System (SMS) & HSEQ

PHI has worked diligently to develop comprehensive Safety and Quality Assurance programs in adherence with our goal of commitment beyond compliance. Our Safety Management System (SMS) and subordinate programs are the driving force behind our flight and maintenance operations and have been validated through audits from customers, the FAA, and external audit agencies such as the Flight Safety Foundation and Liston Associates. Our SMS involves risk assessments for all critical activities and includes our industry-leading programs: Destination Zero, PHI's Life-Saving Behaviors, and Critical Thinking.

PHI was one of the first in the rotorcraft industry to implement a fully integrated safety management system (SMS) into our operations. With a structure based on FAA and ICAO SMS Framework guidance material, PHI's SMS outlines our coordinated and comprehensive set of processes for directing and controlling resources. These processes allow for optimal safety management across all our subsidiaries.

Key elements and processes of PHI's SMS include, but are not limited to, the following:

- **Safety Policy** – PHI's safety policy mandates the implementation of a comprehensive SMS that is ingrained within all our activities. Our SMS considers the complete scope and life cycle of operational systems by incorporating procedures to identify and maintain compliance with current safety-related legal, regulatory, and statutory requirements. PHI's SMS Manual contains specific safety policies and objectives related to corporate expectations, management commitment and accountabilities, key safety personnel, emergency preparedness and response, and documentation of the SMS.
- **Emergency Preparedness and Response** – PHI has a response plan to ensure appropriate procedures are in place and followed in the event of an accident, incident, or operational emergency to mitigate the negative effects of those events.
- **Hazard Identification and Analysis/Risk Assessment and Control** – Hazard identification and analysis of risk factors is imperative to maintaining a safe operation. Our method involves analyzing the critical design and performance factors, processes, and activities of our systems and operational environment to better understand the origin of hazards. Outside of our own operational experience, we also use industry data and FAA guidance to further inform our understanding and improve our prevention plan.
- **Safety Performance Monitoring and Measurement** – PHI's Audit Policy and Procedures Manual outlines our formal system for monitoring and measuring safety performance to ensure consistent application of the system operation, data acquisition, analysis, system assessment, and corrective action processes.
- **Management of Change** – PHI's Management of Change (MOC) process first identifies potential safety risks to established processes and safety-critical services. These risks could arise from new system designs, changes to existing system designs, new operations/procedures, or modified operations/procedures. Then we analyze the level of risk and determine the necessary changes.
- **Continuous Improvement** – PHI promotes continuous improvement of our SMS through a reoccurring application of the Safety Risk Management and Safety Assurance process. Doing so increases the effectiveness of our SMS by creating more opportunities for improvement in other areas of operation. Through regular application of Safety Risk Management practices and lessons learned, PHI maintains a high level of safety awareness within the organization and tracks remedial actions to generate further improvements.
- **Competencies and Training** – Our objective is to ensure that appropriate personnel are trained and competent to perform their SMS duties. The scope of training provided is commensurate with the individual's involvement in the SMS.
- **Communication and Awareness** – Senior management communicates the outputs of the SMS to all employees and gives appropriate oversight organizations access to the SMS outputs in accordance with established agreements and disclosure programs.
- **Destination Zero** – Destination Zero is a program that empowers every single PHI employee to stand up, speak out, and take action to create the safest culture and work environment – one that is accident and incident-free. We strive for a work environment with zero personal injuries, zero flight accidents, and zero preventable occurrences.
- **Life-Saving Behaviors** – PHI developed and rolled out our Life-Saving Behaviors in 2015 to supplement and support existing company management systems and policies. They supply clear, concise expectations around behaviors that are critical to mitigating our risk of serious injury and/or fatalities at PHI. Accountability is key to our success in reducing exposure to serious injury and fatalities, and each Life-Saving Behavior draws clear lines between acceptable and unacceptable behaviors.
- **Human Dimension of Safety** – Introduced in 2019, the Human Dimension of Safety is designed to recognize human performance as one of the most critical aspects of safety performance. This pillar

outlines processes and procedures aimed at ensuring our employees are empowered to take the steps necessary to optimize their mental, social, and physiological well-being to maintain focus on daily job tasks without undue stress, anxiety, tension, or fatigue.

4.3 Sustainability Practices

PHI is committed to promoting and supporting sustainability throughout our entire operation from the way we work with our employees and our communities, to the ethical practices by which we govern our business. Beyond simply reducing our environmental footprint, PHI's sustainability plan is about creating opportunities and value for our team, our communities, and the environments we live in. Sustainable practices also play a key role in driving increased efficiency in both operations and overall expenditure.

Our plan for continued sustainable operations is built upon four pillars:

- **Our Team** – People are one of the most important resources at PHI, and we strive to make sure that our teams reflect the communities in which we operate. By recruiting a talented and diverse workforce, we can promote an inclusive culture that nurtures each team member to reach their full potential.
- **Our Community** – As with our people, we strive to have a positive impact on the communities where we operate. Working with local governments and stakeholders, we invest in programs that promote equitable economic growth and development.
- **Our Footprint** – Over the last few years many industries – aviation included – have begun to shift towards renewable resources. PHI is committed to partnering with our customers, shareholders, and the industry to develop innovative solutions and services to support this transition.
- **Our Business** – Equally important as the service we deliver is how we conduct ourselves and manage our partnerships. The ethical and responsible practices ingrained in the way we govern our business allow us to better fulfill the vital role we play in the transition to a sustainable future.

These pillars are the foundation for our sustainability plan, serving as guiding principles for our long-term objectives. Using that strong basis, we have created a strategic roadmap for attaining these ambitions through clear, actionable plans.

Plans of immediate importance to PHI MRO Services include:

- **Responsible Material Use** – To improve our responsibility regarding material use, we are developing an environmentally preferable purchasing plan. Additionally, we intend to expand reuse and recycle resources.
- **Increase Energy Efficiency** – To ensure that we operate with optimal energy efficiency, PHI has developed plans for conducting building energy audits with a focus on high energy use intensity (EUI) facilities.
- **Integrated Sustainability Planning** – A fully integrated solution first involves embedding sustainability and resilience evaluation criteria in all decision-making. As part of this, PHI is implementing a reporting and engagement process with our Sustainability Steering Committee.
- **Sustainable Supply Chain Criteria** – Addressing the source of our materials, PHI is developing and implementing environmental, social, and governance (ESG) criteria for evaluating suppliers.
- **Environmental Management System** – Examining our total environmental footprint is important and to do this we are establishing an Environmental Management System (EMS) taskforce.

In addition to our existing environmental practices, PHI will comply with all air pollution controls, water pollution controls, safety and health ordinances, and statutes that apply to the work requested in this RFP.

Aligning with our pillars of sustainability, PHI also makes efforts, when possible, to acquire and use products with higher levels of post-consumer recycled content. When doing so, we verify that these environmentally preferable goods and materials are cost-effective and meet our rigorous quality standards for reliable performance.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number HEER617E

This certificate is issued to

PHI Aviation, LLC
DBA PHI, Inc.

whose business address is
2001 SE Evangeline Thruway
Lafayette, LA 70508

*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:


Radio Class 1, 2, & 3 8/30/2000
Instrument Class 1, 2, 3, & 4 07/30/2013
Limited Airframe 8/30/2000 Limited Engines 8/30/2000
Limited Accessory 8/30/2000 Limited Nondestructive Inspection 8/30/2000
Limited Emergency Equipment 07/09/2004
Limited Specialized Services 8/30/2000

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

Date issued:

September 17, 1956
Reissued - September 10, 2019

By direction of the Administrator

for 
Richard Ebert, Manager
Baton Rouge Flight Standards District Office

**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



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

State of West Virginia
Centralized Request for Quote
Miscellaneous

Proc Folder: 1513581

Doc Description: Refurbishing of Bell 206L4,N5WV, S/N 52279 Helicopter

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-13	2024-09-26 13:30	CRFQ 0215 AVN2500000006	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : PHI Aviation, LLC

Address :

Street : 2001 SE Evangeline Thruway

City : Lafayette

State : Louisiana

Country : United States

Zip : 70508

Principal Contact : Cory Clark

Vendor Contact Phone: 337-272-4977

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

**Vendor
Signature X**

FEIN# 842513763

DATE 9/23/2024

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

Exhibit A - Pricing Page

Bell 206L4, S/N 52279 (N5WV)

CRFQ: AVN2500000006

Vendor: PHI Aviation, LLC

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 Items listed below				
Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Exterior Paint as described in Section 3.1.1.1	Lump Sum	1	\$ 63,531.53
2	Interior as described in Section 3.1.1.2	Lump Sum	1	\$ 84,658.82
3	OPTIONAL Windscreen/Acrylic Glass as described in Section 3.1.1.3	Lump Sum	1	\$ 31,307.72
Section A:				\$179,498.07
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 billing rate per hour multiplied by two. Agency will fly two (2) flights (one to drop off aircraft to vendor; one to pick up aircraft from vendor).				
Description				Per Trip
711	NM to vendor facility divided by 100 (KTAS) x \$800.00 (per hour) x 2			\$11,376.00
Section B:				\$11,376.00
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. 67 cents per mile is the current state of WV reimbursement mileage rate. Agency estimates making two (2) road trips to vendor during the 90 day period of contract.				
Description				Per Trip
1021	RM to vendor facility x 67 cents per mile x 2			\$1,368.14
Section C:				\$1,368.14
Subtotal Section A:				\$179,498.07
Subtotal Section B:				\$11,376.00
Subtotal Section C:				\$1,368.14
Total Bid:				\$192,242.21

*Vendors must fill out the Exhibit A - Pricing Page and submit with their bid.

*Line 3: OPTIONAL -This option will be exercised at the discretion of the Agency prior to award of contract.

*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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

☐ _____

☐ _____

☐ _____

☐ _____

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

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

Vendor must maintain:

☐ Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐ _____

☐ _____

☐ _____

☐ _____

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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 for a period of 30 days after submission, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.~~ **RESERVED**

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 and Vendor fails to remedy same within 15 days of receipt of written notice from the Purchasing Division Director. 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. With respect to any cancellation under this Section 19, if the Vendor has begun performing the services the Agency will be responsible to pay the Vendor for all work performed prior to such termination.

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

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

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

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

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

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

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

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

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

28. WARRANTY: The Vendor expressly warrants that the ~~goods and/or~~ services covered by this Contract will: ~~(a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship for 180 days after the completion of the services or 500 flight hours, whichever occurs first.~~ Vendor will, to the extent transferrable, use commercially reasonable efforts to transfer materials warranties from third party suppliers to the Agency, provided that the Agency will be responsible for any transfer fees in connection with same. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 28, ALL SERVICES, PARTS, CONSUMABLES, COMPONENTS, AND END PRODUCTS ARE PROVIDED IN "AS-IS, WHERE IS AND WITH ALL FAULTS" CONDITION. ALL SERVICES ARE PERFORMED IN ACCORDANCE WITH OEM INSTRUCTIONS, IF AVAILABLE, OR, IF APPLICABLE, SUPPLEMENTAL TYPE CERTIFICATE HOLDER INSTRUCTIONS. ANY DAMAGE TO PRODUCTS OR OTHER PROPERTY OR DEATH OR INJURY TO ANY PERSONS THAT RESULT FROM SAID INSTRUCTIONS ARE DEEMED DISCLAIMED AND VENDOR SHALL HAVE NO LIABILITY THEREFOR. THE OBLIGATIONS AND LIABILITY OF VENDOR HEREUNDER ARE EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, AND THE AGENCY AND THE STATE HEREBY DISCLAIMS, WAIVES AND RELEASES VENDOR FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, REPRESENTATIONS, REMEDIES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING AT LAW, IN CONTRACT OR IN TORT, WHETHER UNDER THEORIES OF NEGLIGENCE, STRICT NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR FOR A PARTICULAR PURPOSE, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF USE OR DAMAGE TO ANY AIRCRAFT OR ANY OTHER PROPERTY FOR LOSS OF REVENUE OR PROFIT WITH RESPECT TO ANY SUCH PROPERTY OR LIABILITY OF THE AGENCY AND THE STATE TO ANY THIRD PARTY OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER.

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

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

www.state.wv.us/admin/purchase/privacy.

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

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

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

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

Commented [JJ1]: Please clarify. The statute does not appear to have a Section 6.1.e in the statute.

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title)_____

(Address)_____

(Phone Number) / (Fax Number)_____

(email address)_____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Helicopter - Exterior Paint and Interior Upgrades
Bell 206L4, N5WV, S/N 52279
CRFQ AVN2500000006

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia Aviation Division to establish a contract for exterior paint and interior upgrades for the State of West Virginia Bell 206L4, N5WV, S/N 52279 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 **“Contract Services”** means paint removal (exterior), re-paint (exterior), replace glass, and replace seats (interior) for the State of West Virginia Bell 206L4, N5WV, S/N 52279 helicopter as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Agency”** shall be defined as the State of WV Aviation Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Services:** Contract services must meet or exceed the mandatory requirements listed below.
 - 3.1.1 The vendor shall remove the exterior paint and re-paint the exterior onsite at the vendor’s facility.
 - 3.1.1.1 The exterior paint will be refinished in accordance with the Agency’s three (3) color scheme to include wing walk on top of fuselage and the following colors: White N3220X, Dark Concord Blue Metallic LO328HLG and Las Vegas Gold Metallic 5242. The Agency will provide the necessary decal image information for the creation and installation as part of the paint scheme to include (2) two state seals, one on each side. Tail Number will be shadowed.
 - 3.1.1.2 The interior shall be completely refurbished with new leather

upholstery of existing seats, all new plastic trim and carpet. All interior materials must be aviation approved and complimentary to exterior paint scheme. Any exposed metal areas painted in a color matching the seats and carpet.

3.1.1.3 OPTIONAL – The pricing page will include pricing for replacement of all windscreens and other associated acrylic glass. This option will be exercised at the discretion of the Agency prior to award.

3.1.1.4 Paint scheme, interior materials and colors shall be approved by the Agency prior to commencing work. For reference purposes, Exhibit B is provided to show the helicopter's current exterior and interior configuration.

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

3.2.1 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.

3.2.2 EXPERIENCE IN AIRCRAFT PAINTING AND INTERIOR REFURBISHING: The vendor shall have at least ten (10) years of experience in aircraft painting and interior refurbishing for helicopters. 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.

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4. CONTRACT AWARD:

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

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

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery: Vendor shall have 90 calendar days to complete the contract services and have the aircraft returned to the Agency. Agency intends to deliver aircraft within 10 days of award of contract. The 90-day period will commence within 24 hours upon delivery of the aircraft to the Vendor.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the contract services will be delayed for any reason. Any delay in delivery that could cause harm to the Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Services from a third party.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's-Vendor's location.

~~**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original~~

~~packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.~~

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~~6.5~~-6.4 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a Vendor default under this Contract provided that the Agency has notified Vendor in writing of the default and Vendor has failed to remedy same within 15 days of receipt of the Agency's notice.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.