



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

# State of West Virginia Master Agreement

Order Date: 03-01-2023

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0215 4282 AVN2300000001 1	Procurement Folder:	1141904
Document Name:	Aircraft Maintenance and Repair	Reason for Modification:	
Document Description:	Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527	Award of CRFQ AVN2300000002	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-03-02
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-03-01

## VENDOR

Vendor Customer Code: VS0000012291  
Textron Aviation Inc  
6911 Pierson Dr  
  
Indianapolis IN 46241-4208  
US  
Vendor Contact Phone: 317-227-3605 Extension:

### Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

## DEPARTMENT CONTACT

Requestor Name: Tierra S Gable  
Requestor Phone: (304) 558-0403  
Requestor Email: tierra.s.gable@wv.gov

23  
FILE LOCATION

## INVOICE TO

DEPARTMENT OF ADMINISTRATION  
AVIATION DIVISION  
502 EAGLE MOUNTAIN RD  
CHARLESTON WV 25311  
US

## SHIP TO

DEPARTMENT OF ADMINISTRATION  
AVIATION DIVISION  
502 EAGLE MOUNTAIN RD  
CHARLESTON WV 25311  
US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

### PURCHASING DIVISION AUTHORIZATION

DATE: Tara H 3/1/2023  
ELECTRONIC SIGNATURE ON FILE

### ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: John S. Gray  
ELECTRONIC SIGNATURE ON FILE

### ENCUMBRANCE CERTIFICATION

DATE: Beverly Toler  
ELECTRONIC SIGNATURE ON FILE

Extended Description:

CMA - Open-End Contract

The Vendor, Textron Aviation, of Indianapolis, IN, agrees to enter into this Open-End contract with the West Virginia Department of Administration Aviation Division scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527, per the specifications, terms and conditions and the Vendors submitted and accepted bid dated 12/21/2022 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25202500			LS	0.000000
Service From				Service To	Service Contract Amount
					0.00

Commodity Line Description: Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

Extended Description:

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

See the attached Exhibit A Pricing Page .

## ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM, (hereinafter "Addendum") by and between Textron Aviation Inc. ("Vendor") and the State of West Virginia ("State" or "Agency"), (both referred to as "Parties"), is intended to modify certain terms and conditions submitted by the Parties and to provide an order of precedent for all documents that comprise the contract resulting from the solicitation identified as AVN2300000002 (the "Contract").

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

- a. Order of Precedence and Modification Addendum (this document) - First Priority
  - b. Request for Quotation AVN2300000002 and any Addenda (Attached as Exhibit A)- Second Priority
  - c. Textron Aviation Inc Bid Submission (Attached as Exhibit B) - Third Priority
2. **Modifications:** Vendor's requested modifications to the General Terms and Conditions, which were included in Vendor's bid are hereby expressly rejected unless included as a modification to the General Terms and Conditions in this Addendum. The General Terms and Conditions are modified as follows:

- a. Term 28, entitled "WARRANTY" is modified by removing it in its entirety and replacing it with the following:

28. WARRANTY: Vendor will provide the State with its standard six-month parts and workmanship warranty in lieu of all other warranties.

- b. Term 44, entitled "PROHIBITION AGAINST USED OR REFURBISHED:" is removed in its entirety and replaced with the following:

"44. PROHIBITION AGAINST USED OR REFURBISHED:  
Upon prior notice and approval by the state, Vendor may provide

used, overhauled, or refurbished commodities, in fulfilling its responsibilities under this Contract, consistent with industry standards in aviation and subject to such commodities having the necessary airworthiness certification documentation."

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below:

STATE OF WEST VIRGINIA

TEXTRON AVIATION INC.

By: Charles R. McDowell II

By: [Signature]

Name: Charles R. McDowell II

Name: Troy Lebold

Its: Director of Aviation

Its: VP, North America Customs Service

Date: 2-23-2023

Date: 2/23/23

# Exhibit A

## **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 ONE (1) YEAR. 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 THREE (3) 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**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.

☒ See specifications for required licenses.

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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: \_\_\_\_\_ 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.

☒ Refer to Specifications Section 3.1.1.11

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**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, 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.

**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 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.

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**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.

**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.

Revised 11/1/2022

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

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

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

**37. 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](mailto: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  
AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV  
King Air 350, N1WV, SN: FL-527  
CRFQ AVN2300000002

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527
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 **“Consumables”** means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page.
  - 2.2 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.3 **“FAA”** means Federal Aviation Administration.
  - 2.4 **“KTAS”** means knots true air speed.
  - 2.5 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses
  - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **AIRCRAFT MAINTENANCE AND REPAIR:** To provide aircraft scheduled, unscheduled maintenance, and/or emergency repairs for the following aircraft: 2007 King Air 350, N1WV, SN: FL-527.

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**AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV**  
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**3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES:** The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time. All maintenance and services will be accomplished promptly and without delay.

The vendor will commence maintenance no later than the next business day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition.

Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

**3.1.1.2 EMERGENCY REPAIRS:** Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field or home facility which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

**3.1.1.3 AIRCRAFT REPAIR STATION:** The vendor shall meet all requirements as set forth by the Federal Aviation Administration (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 Repair Station shall also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

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**3.1.1.4 AUTHORIZED SERVICE CENTER:** The vendor shall be a Hawker Beechcraft Authorized Service Center for the model(s) of aircraft specified herein for the duration of the purchase order. The vendor shall maintain the minimum parts and tools as required by a Hawker Beechcraft Authorized Service Center. The vendor shall provide a copy of their Hawker Beechcraft Service Center Certificate. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.5 CERTIFIED MECHANICS:** The vendor shall employ at least five (5) licensed airframe and power plant mechanics experienced in aircraft maintenance, and an authorized inspector having at least three (3) years current aircraft experience for the model(s) of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with the Hawker Beechcraft Authorized Service Center agreement for the duration of this purchase order.

All inspections, maintenance and services will be entered in the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate. The vendor shall provide the State of West Virginia with an updated roster listing by name and FAA mechanics certificate number licensed airframe & powerplant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM:** The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code Of Federal Regulations. The vendor shall provide the State of West Virginia with a copy of their Antidrug and Alcohol Misuse Prevention Program

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Operations Specification. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

**3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE:** The vendor shall provide all inspections and maintenance as required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at agency request.

At such time as an engine requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair. The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange.

The vendor will obtain estimates from approved facilities for engine accessory overhaul, repair or exchange. The engine accessory will be sent to an overhaul shop chosen by the agency for overhaul, repair and or exchange.

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials

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will be obtained from Hawker Beechcraft. Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors. The vendor shall install or replace any or all approved parts that may be provided by the Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

The agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of aircraft repair parts. In such instances, the agency will absorb the actual cost of the freight. The vendor will prepay freight charges and charge back to the agency. The vendor shall provide a copy of the freight bill with their invoice.

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall furnish the agency with a computer-generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/unscheduled maintenance is performed.

**3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL**

**INSTRUMENTATION:** The vendor shall employ at least one (1) Hawker Beechcraft factory trained avionics technician that will provide the removal, replacement or repair of avionics components as necessary. The vendor shall provide the State of West Virginia with an updated roster listing by name(s) the Hawker Beechcraft Factory trained avionics technician(s) employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.10 DAMAGE CAUSED BY THE VENDOR:** The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage occasioned



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thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

- 3.1.1.11 INSURANCE:** 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 insurance coverage required is \$ 250,000.00.

**4 CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages in their entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

As indicated in the Notes section of Exhibit A Pricing Page, vendor should utilize Exhibit B: The King Air Phase Inspection schedule outline to complete the Pricing Pages accordingly.

1. Exhibit A, Section A, Line Items 1 through 7: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost.
2. Exhibit A, Section A, Line Items 8 and 9: "Parts" Percent Discount. Vendors must show the percentage discount and enter the percentage discount into the pricing page for Year 1 plus the optional renewal contract years 2 – 4 for both Beechcraft Parts and Non-Beechcraft Parts. The percentage discount is then multiplied by the Estimated List Cost which equals the Amount of Discount. The Amount of Discount minus the Estimated List Cost equals Discounted Cost. Discounted Cost for

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contract year 1, plus optional renewal contract years 2-4 equals the Extended Cost.

3. Exhibit A, Section A, Line Items 10-14: Equipment Use Estimated List Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost
4. Exhibit A, Section A, Line Item 15: Consumables is the sum of Extended Cost of Line Items 1, 2 and 6 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.
5. Exhibit A, Section B and C: Nautical Miles and Road Miles is the estimated round-trip travel by the agency to the vendor facility over the life of the contract. Section B and Section C are for evaluation purposes only and will not be included in the award total.
6. Total Bid is the sum of "Section A" (+) "Section B" (+) "Section C" (=) Total Pricing Page Bid Amount.

**5 ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 Invoicing:** All invoices, delivery slips or freight bills must show the agency and purchase order number as indicated on the Central Master Agreement (CMA). Invoices including labor must specify the quantity of labor hours and the labor rate per Exhibit A-Pricing Page. Invoices including parts must specify the part number as a Cessna part or non-Cessna part. Each part listed must display the list price, percent discount and contract unit price per Exhibit A-Pricing Page.

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The Agency shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travel involves an overnight stay. Mileage charges will be reimbursed based on the current West Virginia travel regulations which can be found at:  
<http://www.state.wv.us/admin/purchase/travel>.

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**7 VENDOR DEFAULT:**

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

**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.

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**4 MISCELLANEOUS:**

- 4.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 4.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 4.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 4.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

# Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

## Section A:

Normal working hours are considered to be MON - FRI: 0:00 am to 0:00 pm.											
<b>RATE SCHEDULE:</b>											
Line Item	Description	Unit Cost				Estimated Quantity				Extended Cost	
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4		
1	Straight Hourly Shop Rate					1	1	1	1	\$0.00	
2	Shop Rate other than Normal Working					1	1	1	1	\$0.00	
3	Single Phase Inspection Flat Rate Labor					1	1	1	1	\$0.00	
4	Combined Two Phase Inspection Flat Rate Labor					1	1	1	1	\$0.00	
5	Combined Three Phase Inspection Flat Rate Labor					1	1	1	1	\$0.00	
6	Complete Inspection, Phase 1-4, Flat Rate Labor					1	1	1	1	\$0.00	
7	Engine Hot Section Inspection					1	1	1	1	\$0.00	
<b>PARTS:</b>											
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost	
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4		
8	Beechcraft Parts	Percent Discount:	0.00%	0.00%	0.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
		Amount of Discount (% Discount*Estimated List Cost):	\$0.00	\$0.00	\$0.00						
		Discounted Cost (Estimated List Cost- Amount of Discount):				\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$12,000.00	
9	Non-Beechcraft Parts	Percent Discount:	0.00%	0.00%	0.00%	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
		Amount of Discount (% Discount*Estimated List Cost):	\$0.00	\$0.00	\$0.00						
		Discounted Cost (Estimated List Cost- Amount of Discount):				\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00	

## Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

EQUIPMENT USE FEES:										
Line Item	Description	Estimated List Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
10	Battery Service Fee (Lead Acid) - PER USE					1	1	1	1	\$0.00
11	RVSM Certification					1	1	1	1	\$0.00
12	Prop Balance					1	1	1	1	\$0.00
	24 Month Altimeter & Transponder Recertifications (Vendor performs at <b>Vendor</b> Facility)									
13						1	1	1	1	\$0.00
	24 Month Altimeter & Transponder Recertifications (Vendor performs at <b>Agency</b> Facility)									
14						1	1	1	1	\$0.00

OTHER FEES:			
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1, 2 and 6. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.	Extended Cost
15	Consumables	0.00%	\$0.00

**Subtotal A:** \$20,000.00

## Section B (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter nautical miles (NM) below to calculate flight time between Yeager Airport (CRW) in Charleston, WV and vendor facility. Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from CRW in NM divided by aircraft nominal speed multiplied by the Agency's billing rate per hour multiplied by two. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
0 Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
<b>Subtotal B:</b>	\$0.00

## Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

### Section C (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 56 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
0 Road Miles to vendor facility x 56 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
<b>Subtotal C:</b>	\$0.00
<b>Subtotal Section A:</b>	\$20,000.00
<b>Subtotal Section B:</b>	\$0.00
<b>Subtotal Section C:</b>	\$0.00
<b>Total Bid:</b>	\$20,000.00

#### Notes:

1) The following Phase Inspection man hour flat rates, as set forth by Hawker/Beechcraft, will be used to compute the following line items above.  
See attached Exhibit B: Phase Inspection Schedule Outline.

Line 3, Any Single Phase inspection - Based on and not to exceed 68 man hours.

Line 4, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.

Line 5, Combined Three Phase Inspection (Phase 2, 3, and 4) - Based on and not to exceed 97 man hours.

Line 6, Complete Phase Inspection (Phase 1, 2, 3, and 4) - Based on and not to exceed 120 man hours.

2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency and will be determined based on the unit cost supplied in the vendor's bid.

3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form.  
(Typewritten form preferred.)

4) Vendors must submit unit cost for all line items. Failure to provide unit cost will result in the disqualification of the vendor's bid.

5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 10.

6) Section B and C for evaluation purposes only; the amount of Section B and C will not be included in the Award Total.



## Exhibit B:

### King Air Phase Inspections

INSPECTION SCHEDULE OUTLINE					
A/C TIME (HOURS)	INSPECTION PHASE				TYPE OF INSPECTION
	1	2	3	4	
200	X				Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.
400		X			Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
600			X		Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
800				X	Nose Section, Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.
AFTER THE "PHASE 4" INSPECTION IS COMPLETED, REPEAT THE INSPECTION SEQUENCE.					

# Exhibit B

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1141904

Procurement Type: Central Master Agreement

Vendor ID: VS000012291

Legal Name: Textron Aviation Inc

Alias: DEBA

Total Bid: \$0.00

Response Date: 12/21/2022

Response Time: 12:49

Responded By User ID: TextronID

First Name: Michael

Last Name: Vanhart

Email: mvanhart@ctax.com

Phone: 3172273605

SO Doc Code: CRFQ

SO Dept: 0215

SO Doc ID: AVN2300000002

Published Date: 12/7/22

Close Date: 12/21/22

Close Time: 13:30

Status: Closed

Solicitation Description: Aircraft Maintenance/Repair for King Air

350,N11WV, SN:FL-527

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:** 1141904  
**Solicitation Description:** Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-12-21 13:30	SR 0215 ESR12212200000002933	1

**VENDOR**

VS0000012291  
Textron Aviation Inc

**Solicitation Number:** CRFQ 0215 AVN23000000002

**Total Bid:** 0 **Response Date:** 2022-12-21 **Response Time:** 12:49:17

**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	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	LS	377603.140000	0.00

Comm Code	Manufacturer	Specification	Model #
25202500			

**Commodity Line Comments:** Please see attached exception list. This has been agreed upon in the past.

**Extended Description:**

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F  
Vendors must complete the Exhibit A Pricing Page and submit with your bid.



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  
Service - Prof

**Proc Folder:** 1141904

**Doc Description:** Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527

**Reason for Modification:**

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-07	2022-12-21 13:30	CRFQ 0215 AVN2300000002	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:** Textron Aviation

**Address:**

**Street:** 6911 W. Pierson Dr.

**City:** Indianapolis

**State:** Indiana

**Country:** United States

**Zip:** 46241

**Principal Contact:** Michael VanHart

**Vendor Contact Phone:** 317-227-3605

**Extension:**

**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**

**ADDITIONAL INFORMATION**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527, per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
25202500			

**Extended Description:**

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

Vendors must complete the Exhibit A Pricing Page and submit with your bid.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question deadline @ 10 AM	2022-12-13

	Document Phase	Document Description	Page 3
AVN2300000002	Final	Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





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  
Service - Prof

Proc Folder: 1141904

Doc Description: Aircraft Maintenance/Repair for King Air 350,N1WV, SN:FL-527

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-07	2022-12-21 13:30	CRFQ 0215 AVN2300000002	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 : Textron Aviation

Address:

Street: 6911 W. Pierson Dr.

City: Indianapolis

State: Indiana

Country : United States

Zip : 46241

Principal Contact: Michael VanHart

Vendor Contact Phone: 317-227-3605

Extension:

**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

**ADDITIONAL INFORMATION**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527, per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aircraft Maintenance & Repair for The King Air, N1WV, SN: F	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
25202500			

**Extended Description:**

Aircraft Maintenance & Repair for The King Air, N1WV, SN: F

Vendors must complete the Exhibit A Pricing Page and submit with your bid.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question deadline @ 10 AM	2022-12-13

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: 12/13/2022 @ 10:00 AM

Submit Questions to: Melissa Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Melissa Pettrey

**SOLICITATION NO.:** CRFQ AVN2300000002

**BID OPENING DATE:** 12/21/2022

**BID OPENING TIME:** 1:30 PM

**FAX NUMBER:** 304-558-3970

**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: 12/21/2022 @ 1:30 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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
[www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37 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. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.



## **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 \_\_\_\_\_  
ONE (1) YEAR. 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 THREE (3) 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**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.

☒ See specifications for required licenses.

☐☐☐

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: \_\_\_\_\_ 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.

☒ Refer to Specifications Section 3.1.1.11

☐

☐

☐

**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, 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.

**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 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.

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**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.

**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.

Revised 11/1/2022

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

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

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

**37. 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](mailto: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) Michael VanHart

(Address) 6911 W. Pierson Dr. Indianapolis, IN 46241

(Phone Number) / (Fax Number) 317-227-3605

(Email address) mvanhart@txtav.com

**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  
AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV  
King Air 350, N1WV, SN: FL-527  
CRFQ AVN2300000002

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2007 King Air 350, N1WV, SN: FL-527
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 **“Consumables”** means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page.
  - 2.2 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.3 **“FAA”** means Federal Aviation Administration.
  - 2.4 **“KTAS”** means knots true air speed.
  - 2.5 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses
  - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **AIRCRAFT MAINTENANCE AND REPAIR:** To provide aircraft scheduled, unscheduled maintenance, and/or emergency repairs for the following aircraft: 2007 King Air 350, N1WV, SN: FL-527.

REQUEST FOR QUOTATION  
**AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV**  
**King Air 350, N1WV, SN: FL-527**  
**CRFQ AVN2300000002**

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**3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES:** The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time. All maintenance and services will be accomplished promptly and without delay.

The vendor will commence maintenance no later than the next business day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition.

Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

**3.1.1.2 EMERGENCY REPAIRS:** Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field or home facility which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

**3.1.1.3 AIRCRAFT REPAIR STATION:** The vendor shall meet all requirements as set forth by the Federal Aviation Administration (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 Repair Station shall also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.



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AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV  
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**3.1.1.4 AUTHORIZED SERVICE CENTER:** The vendor shall be a Hawker Beechcraft Authorized Service Center for the model(s) of aircraft specified herein for the duration of the purchase order. The vendor shall maintain the minimum parts and tools as required by a Hawker Beechcraft Authorized Service Center. The vendor shall provide a copy of their Hawker Beechcraft Service Center Certificate. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.5 CERTIFIED MECHANICS:** The vendor shall employ at least five (5) licensed airframe and power plant mechanics experienced in aircraft maintenance, and an authorized inspector having at least three (3) years current aircraft experience for the model(s) of aircraft specified herein. The vendor shall maintain all staffing and training requirements in accordance with the Hawker Beechcraft Authorized Service Center agreement for the duration of this purchase order.

All inspections, maintenance and services will be entered in the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate. The vendor shall provide the State of West Virginia with an updated roster listing by name and FAA mechanics certificate number licensed airframe & powerplant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM:** The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code Of Federal Regulations. The vendor shall provide the State of West Virginia with a copy of their Antidrug and Alcohol Misuse Prevention Program

REQUEST FOR QUOTATION  
AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV  
King Air 350, N1WV, SN: FL-527  
CRFQ AVN2300000002

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Operations Specification. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

**3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE:** The vendor shall provide all inspections and maintenance as required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at agency request.

At such time as an engine requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair. The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange.

The vendor will obtain estimates from approved facilities for engine accessory overhaul, repair or exchange. The engine accessory will be sent to an overhaul shop chosen by the agency for overhaul, repair and or exchange.

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials

REQUEST FOR QUOTATION  
**AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV**  
**King Air 350, N1WV, SN: FL-527**  
**CRFQ AVN2300000002**

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will be obtained from Hawker Beechcraft. Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors. The vendor shall install or replace any or all approved parts that may be provided by the Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

The agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of aircraft repair parts. In such instances, the agency will absorb the actual cost of the freight. The vendor will prepay freight charges and charge back to the agency. The vendor shall provide a copy of the freight bill with their invoice.

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall furnish the agency with a computer-generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/unscheduled maintenance is performed.

**3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL**

**INSTRUMENTATION:** The vendor shall employ at least one (1) Hawker Beechcraft factory trained avionics technician that will provide the removal, replacement or repair of avionics components as necessary. The vendor shall provide the State of West Virginia with an updated roster listing by name(s) the Hawker Beechcraft Factory trained avionics technician(s) employed by the vendor. It is preferred that this information be provided with the bid response but is required before award of Contract.

**3.1.1.10 DAMAGE CAUSED BY THE VENDOR:** The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage occasioned

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thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

**3.1.1.11 INSURANCE:** 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 insurance coverage required is \$ 250,000.00.

#### **4 CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages in their entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

As indicated in the Notes section of Exhibit A Pricing Page, vendor should utilize Exhibit B: The King Air Phase Inspection schedule outline to complete the Pricing Pages accordingly.

1. Exhibit A, Section A, Line Items 1 through 7: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost.
2. Exhibit A, Section A, Line Items 8 and 9: "Parts" Percent Discount. Vendors must show the percentage discount and enter the percentage discount into the pricing page for Year 1 plus the optional renewal contract years 2 – 4 for both Beechcraft Parts and Non-Beechcraft Parts. The percentage discount is then multiplied by the Estimated List Cost which equals the Amount of Discount. The Amount of Discount minus the Estimated List Cost equals Discounted Cost. Discounted Cost for

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contract year 1, plus optional renewal contract years 2-4 equals the Extended Cost.

3. Exhibit A, Section A, Line Items 10-14: Equipment Use Estimated List Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost
4. Exhibit A, Section A, Line Item 15: Consumables is the sum of Extended Cost of Line Items 1, 2 and 6 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.
5. Exhibit A, Section B and C: Nautical Miles and Road Miles is the estimated round-trip travel by the agency to the vendor facility over the life of the contract. Section B and Section C are for evaluation purposes only and will not be included in the award total.
6. Total Bid is the sum of "Section A" (+) "Section B" (+) "Section C" (=) Total Pricing Page Bid Amount.

## 5 ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 **Invoicing:** All invoices, delivery slips or freight bills must show the agency and purchase order number as indicated on the Central Master Agreement (CMA). Invoices including labor must specify the quantity of labor hours and the labor rate per Exhibit A-Pricing Page. Invoices including parts must specify the part number as a Cessna part or non-Cessna part. Each part listed must display the list price, percent discount and contract unit price per Exhibit A-Pricing Page.

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The Agency shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travel involves an overnight stay. Mileage charges will be reimbursed based on the current West Virginia travel regulations which can be found at:  
<http://www.state.wv.us/admin/purchase/travel>.

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV  
King Air 350, N1WV, SN: FL-527  
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**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

**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.

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**4 MISCELLANEOUS:**

- 4.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 4.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 4.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 4.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Michael VanHart

**Telephone Number:** 317-227-3605

**Fax Number:** \_\_\_\_\_

**Email Address:** mvanhart@txtav.com



# Exhibit A - Pricing Page (King Air) King Air 350, S/N FL-527 (N1WV)

CRFQ: AVN2300000002  
VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

## Section A:

Normal working hours are considered to be MON - FRI: 0:00 am to 0:00 pm.												
RATE SCHEDULE:												
Line Item	Description	Unit Cost				Estimated Quantity				Extended Cost		
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4			
1	Straight Hourly Shop Rate					1	1	1	1			\$0.00
2	Shop Rate other than Normal Working					1	1	1	1			\$0.00
3	Single Phase Inspection Flat Rate Labor					1	1	1	1			\$0.00
4	Combined Two Phase Inspection Flat Rate Labor					1	1	1	1			\$0.00
5	Combined Three Phase Inspection Flat Rate Labor					1	1	1	1			\$0.00
6	Complete Inspection, Phase 1-4, Flat Rate Labor					1	1	1	1			\$0.00
7	Engine Hot Section Inspection					1	1	1	1			\$0.00
PARTS:												
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost		
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4			
8	Beechcraft Parts	0.00%	0.00%	0.00%	0.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$12,000.00		
		\$0.00	\$0.00	\$0.00	\$0.00							
						\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			
9	Non-Beechcraft Parts	0.00%	0.00%	0.00%	0.00%	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00		
		\$0.00	\$0.00	\$0.00	\$0.00							
						\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00			

# Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

EQUIPMENT USE FEES:									
Line Item	Description	Estimated List Cost			Estimated Quantity			Extended Cost	
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4
10	Battery Service Fee (Lead Acid) - PER USE					1	1	1	1
									\$0.00
11	RVSM Certification					1	1	1	1
									\$0.00
12	Prop Balance					1	1	1	1
									\$0.00
13	24 Month Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)					1	1	1	1
									\$0.00
14	24 Month Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)					1	1	1	1
									\$0.00

OTHER FEES:				
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1, 2 and 6. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.		Extended Cost
15	Consumables		0.00%	\$0.00

**Subtotal A:** \$20,000.00

## Section B (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter nautical miles (NM) below to calculate flight time between Yeager Airport (CRW) in Charleston, WV and vendor facility. Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from CRW in NM divided by aircraft nominal speed multiplied by the Agency's billing rate per hour multiplied by two. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
0 Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
<b>Subtotal B:</b>	\$0.00

## Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

### Section C (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 56 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
0 Road Miles to vendor facility x 56 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	\$0.00
<b>Subtotal C:</b>	\$0.00
<b>Subtotal Section A:</b>	\$20,000.00
<b>Subtotal Section B:</b>	\$0.00
<b>Subtotal Section C:</b>	\$0.00
<b>Total Bid:</b>	\$20,000.00

#### Notes:

1) The following Phase inspection man hour flat rates, as set forth by Hawker/Beechcraft, will be used to compute the following line items above.  
See attached Exhibit B: Phase Inspection Schedule Outline.

Line 3, Any Single Phase inspection - Based on and not to exceed 68 man hours.

Line 4, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.

Line 5, Combined Three Phase Inspection (Phase 2, 3, and 4) - Based on and not to exceed 97 man hours.

Line 6, Complete Phase Inspection (Phase 1, 2, 3, and 4) - Based on and not to exceed 120 man hours.

2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency and will be determined based on the unit cost supplied in the vendor's bid.

3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form.  
(Typewritten form preferred.)

4) Vendors must submit unit cost for all line items. Failure to provide unit cost will result in the disqualification of the vendor's bid.

5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 10.

6) Section B and C for evaluation purposes only; the amount of Section B and C will not be included in the Award Total.

# Exhibit B:

## King Air Phase Inspections

INSPECTION SCHEDULE OUTLINE					
A/C TIME (HOURS)	INSPECTION PHASE				TYPE OF INSPECTION
	1	2	3	4	
200	X				Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.
400		X			Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
600			X		Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspections.
800				X	Nose Section, Nose Avionics Compartment, Nose Landing Gear Area, Nose Gear, Pilot's Compartment, Cabin Section, Rear Fuselage and Empennage, Wings, Main Landing Gear Area, Engines, Landing Gear Retraction, Operational Inspection, Post Inspection.
AFTER THE "PHASE 4" INSPECTION IS COMPLETED, REPEAT THE INSPECTION SEQUENCE.					

## Exception List

Textron Aviation RRFQ – CRFQ 0216 AVN2300000002, Aircraft Maintenance/Repair for King Air 350, N1WV SN: FL-527

Pursuant to Paragraph 11 of the Instructions to Vendors Submitting Bids, the following are Textron Aviation's exceptions to, clarifications of, or modifications requests for the following requirements or terms and conditions of the Solicitation. References are to the PDF page of the RFQ and the paragraph number of the relevant provision on that page number:

### 14/10 Venue –

This paragraph was deleted in AVN 20-21, and TXTAV asks that it be deleted again. The work could be done in Indiana or North Carolina, not West Virginia.

### 15/21 Applicable Law –

This provision should also be deleted as the Venue provision was before. The work will be done in Indiana and North Carolina, primarily.

### 16/28 Warranty –

This should be modified the same way it was before. See attached Order of Precedent and Modification Addendum to AVN22-01. The warranty provision of the RFQ cannot be supported by Textron Aviation, which instead will provide its standard warranty. The replacement provision should read:

28. WARRANTY Vendor will provide the State with its standard six-month parts and workmanship warranty in lieu of all other warranties.

21/44 Prohibition Against Used or Refurbished. This should be modified the same way it was before. See attached Order of Precedent and Modification Addendum to AVN22-01. In the aviation maintenance industry, use of overhauled or refurbished parts, with standard airworthiness certification, are commonly used and sometimes the only replacement parts available or the ones most economically priced. The replacement provision should read:

44. PROHIBITION AGAINST USED OR REFURBISHED: Upon prior notice and approval by the state, Vendor may provide used, overhauled, or refurbished commodities, in fulfilling its responsibilities under this Contract, consistent with industry standards in aviation and subject to such commodities having the necessary airworthiness certification documentation.

# Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Textron Aviation

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

## Section A:

Normal working hours are considered to be MON - FRI: 8:00 am to 5:00 pm.												
RATE SCHEDULE:												
Line Item	Description	Unit Cost				Estimated Quantity				Extended Cost		
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4			
1	Straight Hourly Shop Rate	\$127.00	\$131.00	\$136.00	\$141.00	1	1	1	1	\$535.00		
2	Shop Rate other than Normal Working	\$127.00	\$131.00	\$136.00	\$141.00	1	1	1	1	\$535.00		
3	Single Phase Inspection Flat Rate Labor	\$9,464.04	\$9,762.12	\$10,134.72	\$10,507.32	1	1	1	1	\$39,868.20		
4	Combined Two Phase Inspection Flat Rate Labor	\$12,385.55	\$12,775.64	\$13,263.26	\$13,750.88	1	1	1	1	\$52,175.33		
5	Combined Three Phase Inspection Flat Rate Labor	\$13,304.52	\$13,723.56	\$14,247.36	\$14,771.16	1	1	1	1	\$56,046.60		
6	Complete Inspection, Phase 1-4, Flat Rate Labor	\$16,184.88	\$16,694.64	\$17,331.84	\$17,969.04	1	1	1	1	\$68,180.40		
7	Engine Hot Section Inspection	\$86,415.48	\$0.00	\$0.00	\$0.00	1	1	1	1	\$86,415.48		
PARTS:												
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost		
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4			
8	Beechcraft Parts	0.00%	0.00%	0.00%	0.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$12,000.00		
		\$0.00	\$0.00	\$0.00	\$0.00							
		Percent Discount:										
		Amount of Discount (% Discount*Estimated List Cost):										
		Discounted Cost (Estimated List Cost- Amount of Discount):				\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			
9	Non-Beechcraft Parts	0.00%	0.00%	0.00%	0.00%	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00		
		\$0.00	\$0.00	\$0.00	\$0.00							
		Percent Discount:										
		Amount of Discount (% Discount*Estimated List Cost):										
		Discounted Cost (Estimated List Cost- Amount of Discount):				\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00			

<b>CRFQ:</b>	AVN2300000002
<b>VENDOR:</b>	Textron Aviation

### EQUIPMENT USE FEES:

OTHER FEES:			
Line Item	Description	% for cost of Consumables	Extended Cost
15	Consumables	3.50%	\$2,423.76

Vendor to enter nautical miles (NM) below to calculate flight time between Yeager Airport (CRW) in Charleston, WV and vendor facility. Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from CRW in NM divided by aircraft nominal speed multiplied by the Agency's billing rate per hour multiplied by two. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
269 Nautical Miles to vendor facility divided by 290 (KTAS) x \$1400.00 (rate per hour) x 2 (roundtrip) x 4 (total estimated trips)	\$10,388.97
<b>Subtotal B:</b>	\$10,388.97

## Exhibit A - Pricing Page (King Air)

King Air 350, S/N FL-527 (N1WV)

CRFQ:

AVN2300000002

VENDOR:

Textron Aviation

Vendors must complete Exhibit A-Pricing in its entirety in legible form and submit with their bid.

### Section C (Evaluation Purposes Only, will not be included in Award Total):

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 56 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of the contract

Description	Per Trip
330 Road Miles to vendor facility x 56 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	\$1,478.40
<b>Subtotal C:</b>	\$1,478.40
<b>Subtotal Section A:</b>	\$365,735.77
<b>Subtotal Section B:</b>	\$10,388.97
<b>Subtotal Section C:</b>	\$1,478.40
<b>Total Bid:</b>	\$377,603.14

#### Notes:

1) The following Phase inspection man hour flat rates, as set forth by Hawker/Beechcraft, will be used to compute the following line items above.  
See attached Exhibit B: Phase Inspection Schedule Outline.

Line 3, Any Single Phase inspection - Based on and not to exceed 68 man hours.

Line 4, Combined Two Phase Inspection (Phase 1&2 or 3&4)- Based on and not to exceed 92 man hours.

Line 5, Combined Three Phase Inspection (Phase 2, 3, and 4) - Based on and not to exceed 97 man hours.

Line 6, Complete Phase Inspection (Phase 1, 2, 3, and 4) - Based on and not to exceed 120 man hours.

2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the needs of the agency and will be determined based on the unit cost supplied in the vendor's bid.

3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form.  
(Typewritten form preferred.)

4) Vendors must submit unit cost for all line items. Failure to provide unit cost will result in the disqualification of the vendor's bid.

5) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 10.

6) Section B and C for evaluation purposes only; the amount of Section B and C will not be included in the Award Total.