



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

**Request for  
 Quotation**

RFQ NUMBER  
**AGR1011**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE  
 304-558-0492**

PROPERTY

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Southern Helicopter Leasing, LLC  
 6543 Navy Road  
 Millington, TN 38053  
 Phone 901-491-8323  
 Fax 901-872-3944

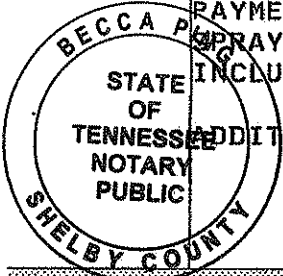
SHIP TO

**DEPARTMENT OF AGRICULTURE  
 PLANT INDUSTRIES DIVISION  
 BUILDING 6  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 558-2222**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/12/2010				

BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		905-25	\$74.75	Per gallon
<p><b>AERIAL APPLICATION OF BTI</b></p> <p><b>OPEN END CONTRACT</b></p> <p><b>TO PROVIDE AERIAL APPLICATION OF BTI TO STREAMS IN SOUTHERN WV.</b></p> <p><b>SECTION 1. PURPOSE</b></p> <p><b>1.1 INTRODUCTION THIS CONTRACT IS FOR THE AERIAL APPLICATION OF BTI (BACILLUS THURINGIENSIS ISRAELENIS) TO STREAMS IDENTIFIED IN NEED OF TREATMENT IN SOUTHERN WEST VIRGINIA FOR THE PURPOSE OF BLACK FLY CONTROL. FUTURE WATERWAYS DETERMINED TO BE IN NEED OF TREATMENT WILL BE ADDED AS IDENTIFIED. THE VENDOR MUST PROVIDE THE BTI AND ALL ASSOCIATED ASPECTS OF APPLICATION INCLUDING SCOUTING TRIP(S) TO DETERMINE HAZARDS PRIOR TO TREATMENT SEASON AND TO DETERMINE IF AERIAL APPLICATION IS FEASIBLE FOR NEW AREAS. THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, BLACK FLY CONTROL PROGRAM COORDINATOR WILL PROVIDE SITES (SECTION 3.2), DATES OF APPLICATION, AND AMOUNTS OF MATERIAL TO BE APPLIED. ALL OTHER ASPECTS OF THIS PROGRAM ARE TO BE INCLUDED IN THE CONTRACT.</b></p> <p><b>PAYMENTS ARE BASED ON THE GALLONS OF CONCENTRATE SPRAYED (BTI ONLY, NO PROVISIONS FOR DILUTION WATER ARE INCLUDED).</b></p> <p><b>ADDITIONAL SPECIFICATIONS ARE ATTACHED</b></p> <p><b>NOTICE</b></p>						



**RECEIVED**

200 JAN 27 A 10:44

PLANT INDUSTRIES DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 901-491-8323	DATE January 26 <sup>th</sup> , 2010
TITLE General Manager	FEIN 26-2011257	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**AGR1011**

PAGE  
**2**

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**304-558-0492**

RFQ COPY

**TYPE NAME/ADDRESS HERE**  
 Southern Helicopter Leasing, LLC  
 6543 Navy Road  
 Millington, TN 38053  
 Phone 901-491-8323  
 Fax 901-872-3944

SHIP TO

DEPARTMENT OF AGRICULTURE  
 PLANT INDUSTRIES DIVISION  
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BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AGR1011</p> <p>BID OPENING DATE: 1/28/10</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: right;">Fax: 901-872-3944</p> <p>-----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p style="text-align: right;">Nick Jordan</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Nick Jordan* TELEPHONE 901-491-8323 DATE January 26<sup>th</sup>, 2010

TITLE General Manager FEIN 26-2011257 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "BUYER"

## PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

**1.2 AREA TO BE TREATED** -*Bti* application will occur on West Virginia rivers identified as in need of treatment. Map 6-1 (Section 6) shows the state map with interstates marked. Map 6-2 (Section 6) shows the general river areas to be treated in Mercer, Summers, Greenbrier, and Pocahontas Counties. The State has received permission from the National Park Service to treat within the boundaries of the National Park system. Permission was not necessary from the USDA Forest Service on the Monongahela National Forest because the State owns the rivers and no landing zones were designated on National Forest lands.

Exact treatment sites are marked on 7.5 minute topographic maps which are available for review in the office of the West Virginia Department of Agriculture, Guthrie Complex located at 275 Gus R. Douglass Lane, Building 6, Charleston, West Virginia, 25312. Individuals interested in inspecting the maps during regular work hours should contact the Black Fly Control Program Coordinator, at (304) 541-5471.

There are currently 18 application sites on the New River, 99 on the Greenbrier River and 13 on the Bluestone River. An additional 15 miles will be added to the Greenbrier, from Marlinton to Clover Lick, in 2010. This will raise the number of spray sites on the entire river to approximately 114. These sites include those locations within National Park and Monongahela National Forest boundaries. The topographic maps have the locations marked. The exact location and number of application sites may be shifted, added, or deleted based on the stream discharge rate and/or larval concentrations. These determinations will be made by Department personnel.

**1.3 BIDDERS QUALIFICATIONS** -Bids submitted by Fixed-Based Operators (FBO), or firms that are currently certified as commercial aircraft operators, with office, maintenance facilities, owned or leased aircraft, employees, qualified pilots and mechanics, and have tools, equipment, and spare parts for the make and type of aircraft specified in this proposal will be considered. Applicants must have, or receive prior to application date, a Licensed Pesticide Application Business license from the West Virginia Department of Agriculture, pursuant to the provisions of the West Virginia Pesticide Use and Application Act. Applicants must qualify under all Federal Aviation Regulations, currently be certified for agricultural aircraft operations, and have at least three (3) years experience. The successful vendor maintains responsibility for the entire contract even if a subcontractor is providing part of the equipment and/or personnel.

**1.4 SCOPE OF AGREEMENT** -It is the purpose and intent of this contract to provide specifications for: aircraft, *Bti*, equipment, applications, and other operational requirements necessary for a successful program, for securing properly certified and approved aircraft, dispersal systems, service facilities, qualified ground personnel, and FAA certified and qualified pilots familiar with proper aerial application of *Bti* to specified sites on the streams to be treated.

**1.5 ESTIMATED TIME SCHEDULE** -Vendor must be equipped and ready to initiate *Bti* application within 10 days of written notice to proceed. The treatment period is expected to begin in March or April and to continue through October. Each treatment station is expected to receive approximately 20 applications during the course of the summer. The exact dates of application cannot be provided in advance as they are extremely dependent upon water temperature and stream discharge values. A five (5) day notice will be given to contractors prior to the initial application and forty-eight (48) hours notice will be given prior to each following application. It is anticipated that there will be between 7 and 14 days between most applications. It may not be possible to treat all streams on the same day since treatment timing is a function of larval development. When possible, however, the Program Coordinator or designee will try to schedule all applications the same day. Aircraft are free to be used for other contractor commitments between applications. Table 1-1 shows a summary of the 2009 application program.

## PURCHASING CONTINUATION SHEET

Buyer: RP	Page	Req. or P.O. No.:
Spending Unit: Plant Industries Division		
Dept of Agriculture		

Table 2-2: Monthly spray summary, 2009 WVDA Black Fly Control Program.

Month	Total Gallons <i>Bti</i>	Number of Applications
March	827	1
April	642	1
May	1,339	2
June	18,80.6	4
July	15,14.3	3
August	23,13.8	4
September	10,02.9	5
October	8,17.5	2
<b>Totals:</b>	<b>10,337.10</b>	<b>22</b>

A summary report for the 2009 Black Fly Control Program may be obtained by contacting the Black Fly Control Program Coordinator (See Section 1.2). Site locations and estimated volumes may be altered during the course of the program as needed to achieve the desired control. Volumes of *Bti* needed are calculated using the following formula to obtain an approximate 11 ppm concentration at a given treatment site:

water flow (in ft.<sup>3</sup>/ second) / 200 = *Bti* required (in gal.)

For instance, the water flow at a given site is 9500 ft.<sup>3</sup>/ second:

9500 ft.<sup>3</sup>/ second / 200 = 47.5 gal. *Bti*

Table 2-3: Estimated gallons of *Bti* required to treat New River (from the WV border to Hinton), based on 2009.



## PURCHASING CONTINUATION SHEET

Buyer:		5
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

Month	Number of Sites (Avg.)	Avg. Flow (ft <sup>3</sup> /sec.)	Bti Volume (gal.) per site	Number of Applications per Month	Total Bti (gal.)
March	8	6833	29-44 (avg. 36.5)	1	294
April	8	7780	32-46 (avg. 39)	1	317
May	7	7817	18-77 (avg. 47.5)	2	495
June	9	5617	17-47 (avg. 32)	4	1029
July	17	3432	14-26 (avg. 20)	3	843
August	17	2867	11-42 (avg. 26.5)	5	1328
September	18	2377	9-19 (avg. 14)	4	876
October	14	3380	12-24 (avg. 18)	2	431
<b>TOTALS:</b>	<b>12 avg.</b>	<b>5013 avg.</b>	<b>29 avg.</b>	<b>22</b>	<b>5613</b>

Table 2-4: Estimated gallons of Bti required to treat Bluestone River (lower 12 miles), based on 2009.

Month	Number of Sites (avg.)	Avg. Flow (ft <sup>3</sup> /sec.)	Bti Volume (gal.) per site	Number of Applications per Month	Total Bti (gal.)
March	6	570	3	1	18
April	4	915	4	1	16
May	9	713	3.5	2	46
June	10	477	2.6	3	55.1
July	13	237	1.2	3	45.5
August	13	285	1.3	3	52
September	13	115	0.6	3	22.8
October	13	153	0.75	2	19.5
<b>TOTALS:</b>	<b>10 avg.</b>	<b>433 avg.</b>	<b>2.1 avg.</b>	<b>18</b>	<b>274.9</b>

## PURCHASING CONTINUATION SHEET

Buyer:		
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Spending Unit: Plant Industries Division		
Dept of Agriculture		

Table 2-5: Estimated gallons of *Bti* required to treat Greenbrier River, Marlinton to Hinton, based on 2009.

Month	Number of Sites (avg.)	Avg. Flow (ft <sup>3</sup> /sec.)*	<i>Bti</i> Volume (gal.) per site	Number of Applications per Month	Total <i>Bti</i> (gal.)
March	17	4070	12-40 (avg. 26)	1	515
April	43	1752	4-12 (avg. 8)	1	309
May	69	2144	3-21 (avg. 12)	2	798
June	77	1237	0.5-13 (avg. 6.8)	3	796.5
July	99	423	0.4-6 (avg. 3.2)	3	625.8
August	84	1002	0.6-20 (avg. 10.3*)	4	933.8
September	99	96	0.3-0.7 (avg. 0.5)	2	104.1
October	92	428	1-4 (avg. 2.5)	2	367
<b>TOTALS:</b>	<b>72 avg.</b>	<b>1394 avg.</b>	<b>8.7 avg.</b>	<b>19</b>	<b>4449.2</b>

\*Avg. inflated by one atypical high-flow day.

Note: An additional 15 miles will be added to the Greenbrier, from Marlinton to Clover Lick, in 2010. This will raise the number of spray sites on the entire river to approximately 114.

C) **GROUND SUPPORT** -The contractor must supply adequately trained and qualified personnel in sufficient quantity to drive all necessary support vehicles, operate the equipment used to transfer and mix insecticides, and properly service each aircraft. All personnel provided by the contractor must be able to communicate effectively in English. It is more important for these people to be familiar with the equipment than the territory. Hiring personnel with no prior experience with handling and mixing insecticides is not permitted.

All aircraft under contract must be capable of working independently of any other aircraft, thus requiring ground support personnel for the aircraft. All ground support personnel should be equipped and trained to take proper action in an emergency. These people should observe standard safety precautions in handling the insecticide solution and refueling the aircraft. The contractor is required to replace any ground support person who does not demonstrate the knowledge and capability of performing their duties.



PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

The aircraft shall be equipped with a bullhorn or other public announcement system. This system will be used as necessary to warn people in or beside the river that the aircraft will be applying a pesticide.

2.5 PERSONNEL

(A) PROJECT SUPERVISOR -The applicator shall designate one person to act as the Applicator's Project Supervisor (APS). This person shall be an experienced pilot familiar with the equipment being used, and with authority to act on all matters pertaining to the applicator's performance on the project. The Applicator's Project Supervisor should also be a West Virginia Certified Pesticide Applicator. If the APS is not the Certified Applicator, then the contractor must have a certified applicator present in direct supervision of the application of pesticides in accordance with the West Virginia Pesticide Use and Application Act.

(B) PILOTS -The Contractor shall provide pilots that are FAA qualified to operate the aircraft specified in the bid. Every spray pilot must have two (2) seasons of BU application experience specifically for the control of black flies within the past 10 years.

All spray pilots must meet or exceed the following experience minimums:

Total All Aircraft	100 Hours
Type of Aircraft to be Used in Contract	500 Hours
Night	10 Hours
Typical Terrain	50 Hours

In Weight Class to be Flown (light, medium, etc.)	100 Hours
Make and Model, Preceding 60 Days	10 Hours

Thirty (30) landings and take-offs at typical altitude with loads similar to an average spray load. 2.6 EQUIPMENT

(A) SPECIALIZED HELICOPTER REQUIREMENTS -One category B ship is required during the high flow periods of high stream flow. During low flow periods other ships may be used, but must be approved by the Department. The following table defines the helicopter categories that may be used for the program.

Minimum Average Spray Category	Horsepower	Loads (Gals.)	Examples
A	260	70	Bell 47C Hiller 12E
B	400	120	Bell 206B Bell/Soloy 47G-3B Hiller/Soloy 12E Hughes 500C

Each aircraft engine shall be in first class operating condition. Engine and airframe logs must be submitted at time of inspection. Each aircraft engine and airframe shall meet the following requirements:

- 1) Each engine must have operated a minimum of 50 flight hours;
- 2) Fifteen (15) of these flight hours must have occurred in the two (2) months prior to the initiation of the spray project;
- 3) No aircraft will be accepted for this project with engine or component time within 100 flight hours of the maximum time before overhaul (TBO) recommended by the manufacturer.

## PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

All aircraft used in the project will have space for one (1) passenger in addition to the pilot in the event reconnaissance flights are needed.

In the event that any spray aircraft used in this contract becomes incapacitated and cannot return safely to full operation during any one application day, the contractor must provide a replacement craft of similar capabilities.

Safety regulations prescribed by the FAA, the State of West Virginia, the contractor and the Department will be observed at all times. The pilot will ensure proper loading of the aircraft such that the tanker weight does not exceed the maximum gross weight specified by the manufacturer. A minimum of twenty (20) minutes reserve fuel supply in addition to the amount needed for the round trip is required. Windshields or bubble shall be kept clean.

(B) AIRCRAFT SPRAY SYSTEM

TANKS -Leakproof corrosion-resistant tanks with exterior filler openings are to be used. The location and size of tanks shall not impair air-worthiness by overloading or displacing the center of gravity beyond acceptable limits. Filler openings or necks should be large enough to prevent surging during filling. Tanks must be vented to the outside of the fuselage.

EMERGENCY DUMP SYSTEM -Each aircraft must be equipped with an emergency jettisonable load dumping system or emergency non-leaking dump valves of adequate capacity and adequately vented to dump the load and so installed to prevent blowback into the fuselage. In no case shall the ratio between load in gallons carried to the area of dump valves in square inches be greater than 7.65 to 1. Exposed valve control linkage must be protected to prevent unintentional opening of the valve in any manner. The control lever must be substantially mounted in the cockpit within easy reach of the pilot when he/she is wearing a shoulder harness properly.

PUMPING SYSTEM -The pumping system must be securely attached and capable of maintaining the pressure required to insure the even distribution of the insecticide. All plumbing and pumps should be large enough to handle a minimum flow rate of 40 gallons/minute. All parts should be chemically resistant to the spray materials being used.

PRESSURE GAUGE -An accurate spray pressure gauge should be located so that it can be easily read by the pilot.

SHUTOFF -To avoid contamination of areas not scheduled for treatment, the entire spray system must be leakproof and have a positive shutoff mechanism capable of eliminating dripping from the boom ports.

CLEAN SYSTEM -All aircraft spray systems and tanks must be cleaned of all foreign material and flushed with water prior to the start of this spray operation. During the spray program it may be necessary to flush the spray system with water daily or when the operation is delayed because of bad weather, etc.

STRAINER -An in-line strainer is not required, but if the contractor elects to use one it must be no finer than 50-mesh.

SPRAY BOOM -Each aircraft shall be equipped with an approved standard wet boom system of the type commonly used for aerial application of liquids. The inside of the boom should be clean. The length of the boom between the last nozzle on each end must not extend beyond the tip of the main rotor.

NOZZLES/BOOM PORTS -Nozzles are not required, the application will be made with open ports to reduce fines. The ports should be positioned to angle downward to reduce shearing during application. Each aircraft must be equipped with enough shut-offs, blanks, or plugs to reduce the number of operating ports down to one. The required application rate per minute may range from 40 gallons per minute to as low as 0.5 gallons per minute. It is understood that dilution must occur during low river flows. two or more sites and to monitor flow rate during the actual application.

## PURCHASING CONTINUATION SHEET

Buyer: RP		
Spending Unit: Plant Industries Division Dept of Agriculture		

SECTION 2. REQUIREMENTS OF THE CONTRACTOR

2.1 GENERAL -The contractor is obligated to furnish aircraft operated and maintained on the ground and in the air with personnel and all needed support equipment to produce each application in accordance with the contract agreement. Repairs and maintenance of aircraft are contractor responsibility. Other sections in these contract specifications will give more specific information on equipment required.

2.2 SPRAY MATERIAL

(A) Bacillus thuringiensis israelensis (Bti) -The spray material (*Bti*) will be purchased and provided by the contractor. *Bti* formulations must meet a viscosity of 700 or less as measured by a Brookfield Viscometer at 25 °C, 30 RPM using a Number 3 spindle. It will be the applicator's responsibility to insure trouble free operation with the material purchased. Any product presenting operational problems must be immediately replaced. Unless problems are encountered, all *Bti* must be of the same formulation.

*Bti* may be supplied in drums or bulk tanks. The material must be properly stored to ensure its effectiveness. All *Bti* products used in this program must be new material manufactured after October 1 of the year preceding the current spray season (i.e., for the 2010 spray season, all *Bti* must be manufactured after Oct. 1, 2009).

Documentation of this fact must be provided by the contractor. The contractor assumes full responsibility for the handling, storage, security, transportation of the product and for legal disposal of empty containers. The contractor is responsible for ensuring that adequate material is on hand for each application. The *Bti* will be applied undiluted where possible. During low water periods it may become necessary to dilute the *Bti* with water if properly dispensing small quantities becomes a problem. In such situations, the contractor will supply and transport the water used for mixing. The contractor must have a water source approved by the Department before it may be used. When material is diluted with water, payment will be based on gallons of concentrate (*Bti*) applied.

(B) The only acceptable *Bti* formulation is:

Vectobac-12AS, EPA Registration 275-66

*Bti* vendor:

Vectobac  
Jim Andrews  
Valent BioSciences  
Telephone: (910) 392-7621  
Fax (847) 778-8673

2.3 APPLICATION TECHNIQUES -The *Bti* will be sprayed directly into the water from an altitude of 10 to 15 feet above the surface of the water, where possible. It is recognized that on the smaller streams with an extensive canopy this may not always be possible. Application speed on open river sites is generally expected to be between 25 and 50 miles per hour. The objective is to spray back and forth across the stream applying equal swaths to produce a wide band of *Bti* drifting through that portion of the stream. It may be necessary to divide the stream into sections if the helicopter cannot carry enough insecticide to make the proper application across the full width. On the smaller streams the applications will have to be made by flying one or two diagonal passes along the stream or even by making a few short sprays passes parallel to the stream.

The Program Coordinator or designee will specify the volume of material to be applied at each site for each application. The correct volume of *Bti* is dependent upon the flow rate of the stream on the date of application.

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Table 1.1 Black Fly Control Program Spray Summary: 2009

Spray Date	Gallons of <i>Bti</i> Applied				Total (gal.)
	Upper New <sup>⊕</sup>	Lower New <sup>⊕</sup>	Bluestone <sup>♥</sup>	Greenbrier <sup>♠</sup>	
3/27/2009	89	205	18	75	387
3/30/2009*				440	440
4/16/2009	99	218	16	309	642
5/13/2009	75	205	20	454	754
5/26/2009	78	137	26	109	350
5/27/2009*				235	235
6/4/2009	96	177	20	296	589
6/16/2009	81	150	26	221	478
6/17/2009*				160	160
6/24/2009	84	178			262
6/30/2009	109	154	9.1	119.5	391.6
7/9/2009	128	174	6.5	147.6	456.1
7/20/2009	112	176	13	130.2	431.2
7/28/2009	113	140	26	348	627
8/4/2009	114	170	26	511	821
8/11/2009	114	206	13	38	371
8/12/2009*				193	193
8/17/2009	96	126			222
8/20/2009	96	138	13	104.4	351.4
8/27/2009	122	146		87.4	355.4
9/2/2009	88	98	4.6		190.6
9/9/2009	89	98	13	61.1	261.1
9/15/2009	90	98			188
9/23/2009	147	168	5.2	43	363.2
10/1/2009	65	134	13	268	480
10/13/2009	104	128	6.5	99	337.5
<b>TOTALS</b>	<b>2189</b>	<b>3424</b>	<b>274.9</b>	<b>4449.2</b>	<b>10,337.10</b>

⊕Refers to the New River between the Virginia/West Virginia border and Bluestone Lake

⊕Refers to the New River between Bluestone Lake and I-64

♥Refers to the lower 12 miles of the Bluestone River

♠Refers to the Greenbrier River from Marlinton to the confluence with the New River at Hinton

\*Refers to a continuation of previous spray not completed due to weather or mechanical problems

NOTE: The first two sprays of 2009 went only as far as Anthony, not Marlinton, on the Greenbrier River.

## PURCHASING CONTINUATION SHEET

Buyer:		71
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

TOTALIZER FLOW METER/SPRAY TIMER -The applicator must be able to accurately deliver the specified volume of material to each site. This may be accomplished by providing an accurate totalizer, or a combination flow meter and timer, or by limiting the maximum number of sites to two per load. Each aircraft utilizing a totalizer must have the appropriate calibration code for the *Bti* product being used. In addition, each aircraft must be equipped with a digital timer that is activated automatically when the spray switch is operated. The timer must be capable of an accurate measurement of the cumulative spray time in minutes and tenths of minutes or seconds. Hour meters are not acceptable. This will be a definite aid to the pilot in accurately splitting a load between two or more sites and to monitor flow rate during the actual application.

CALIBRATION OF SPRAY SYSTEM -Daily calibration of spray equipment is required. Calibration must occur prior to the initial *Bti* application of the day.

(C) FIELD TRUCKS -A truck equipped for transporting and dispensing insecticide and aircraft fuel is required. Truck and trailer combinations are acceptable when they meet all requirements of the West Virginia Department of Highways. Other arrangements may be determined to be acceptable, but must have prior approval from the Department. The field trucks must be large enough to legally carry the minimum volume of *Bti* needed for that treatment day.

If the *Bti* is delivered in drums, then each truck must be equipped with a drum wrench and the necessary device for pumping from a drum into the bulk tank.

(D) INSECTICIDE STORAGE TANK -All tanks used to transport insecticides must be leak proof and corrosion-resistant. Filler openings and air vents must be adequate to prevent surging during filling. Tanks must be equipped with properly fitting covers or hatch plates and kept closed except when filling or circulating. This is done to reduce or prevent contamination by foreign material. Tanks must be thoroughly cleaned and free of rust, residues and particulate matter such as grit and sand. All tanks will be inspected before being permitted to be filled with insecticide or water. Tanks used for bulk storage of insecticide must have visual calibration markings or a dip stick calibrated at 25 gallons or finer intervals for use as a double check to the meters.

This tank must be equipped with a recirculation system designed to produce a swirling action which will mix and agitate the *Bti*. Inlet lines should direct the material parallel to the curved internal surface of the tank. Large internal tank baffles that restrict the agitation in any portion of the tank must be avoided. Additional mechanical agitation is also acceptable. The return line must be below the surface of the mixture in the tank.

(E) PUMPS -The pump used for circulation, mixing and loading must produce a sufficient flow rate to fill the aircraft it supplies in a maximum of three (3) minutes without producing high pressures. The pump used for drafting the undiluted insecticide from a 30 gallon drum must be capable of repeatedly emptying a drum in less than three (3) minutes.

A second pump, with sufficient flow rate to fill the aircraft it supplies in a maximum of three (3) minutes without producing high pressures, must be supplied to load any water that may be required for dilutions.

(F) METERS -All meters must be calibrated and inspected by a ~~Certified operator~~ no more than 60 days prior to the start of the spraying. Copies of this certification shall be provided to the Program Coordinator prior to the beginning of each spray season for each meter used in the program. Meters must be capable of safely handling the flow rate necessary for loading the aircraft. Meters with lighted digital displays that are difficult to see in direct full sunlight are not acceptable. The meter shall be capable of accurately metering only liquid. The meter must be capable of discriminating liquid from air. The contractor is also responsible for all flight time needed for proper calibration of the aircraft and any needed recalibration check flights.

(G) STORAGE TANK STRAINERS -An in-line strainer must be located prior to the intake of the meter. This strainer may be on either side of the pump. The strainer elements used to screen the insecticides must be 30 to 50-mesh size and fit properly in the strainer housing. Strainer elements of finer than 50-mesh such as 80- or 100-mesh are not permitted.

(H) RADIOS -Communications between the ground and air are the responsibility of the contractor. The contractor must supply the necessary equipment to provide two-way radio contact between the helicopter and the ground support truck. All aircraft and field trucks must be provided with FCC and FAA approved ground to-air radio communications. These radios must be in proper working order. The range of this radio equipment must be a minimum of ten miles.

~~Contractor's Name: WV Department of Labor, Weights and Measures Section 604 72-0002~~

PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

The pilot must be able to transmit and receive on the tower and ground control frequencies used by the airports in the contract area. If it is not possible for the pilot to monitor both a control tower and the ground support truck at the same time, the procedure to switch from one to the other must be simple and require only one hand.

(I) ACCESSORY EQUIPMENT-All accessory equipment including any vehicles necessary for transporting the insecticide from storage or from one operational site to another are the responsibility of the contractor. Accessory equipment supplied by the contractor is defined as any needed insecticide storage tanks, (equipped for agitation or recirculation), pumps, hoses, fire extinguishers, metering devices, and similar equipment necessary for mixing the insecticide and loading the spray aircraft, and any other services, equipment, and materials that may be needed.

2.7 OTHER RESPONSIBILITIES -In addition to equipment and personnel, the vendor must meet the following obligations:

(A) LOADING SITES -The selection of a suitable helispot or airfield is the responsibility of the contractor. The Department recommends that the contractor find several loading sites carefully located to minimize ferry distance. Use of the site must not present problems from a legal aspect, and permission to use the site must be obtained by the contractor. The contractor will be responsible for any damage done to or within the vicinity of the work area which is a direct result of spraying operations. The contractor must locate and secure permission for all helispots or airfields prior to the start of the project. The State owns several areas located near the operational area and the program coordinator will cooperate with the contractor in securing permission to use these sites, if they are deemed acceptable by the contractor. The contractor or his representatives must notify the Program Coordinator of the loading sites to be used prior to any spraying operations.

During previous years, Pipestem State Park has provided storage for *Bti*. This location has also been used as a loading site. The Army Corps of Engineers has also provided a loading zone immediately below Bluestone Dam.

If no public restroom facilities are within one tenth of a mile of the loading sites, the contractor shall provide and pay for adequate temporary toilet facilities for personnel during the spray season. Toilets shall be of types approved by the land owner and the State Health Department and be situated only in approved areas. The contractor shall be responsible for operation and sanitary maintenance of the temporary toilets and shall have them removed at the conclusion of the spray season.

The contractor shall provide safe drinking water at all loading sites, if no public drinking water source is available.

(B) MAINTENANCE -The contractor shall provide maintenance on the spray system, the aircraft, the mixing and pumping system, the trucks and the storage tanks. Care should be taken to prevent leakage of spray material at all times. Routine maintenance is to be conducted at times that will not interfere with the spray operation. Only emergency repairs are to be performed during scheduled spray hours.

(C) SECURITY -If guard service for the helicopters and/or facilitating equipment is required or desired by the contractor, the contractor shall provide the necessary personnel. Care should be taken to ensure aircraft storage sites are not located in fog prone areas which might delay the start of the daily spray program.

(D) AIRCRAFT REFUELING -The contractor must provide aircraft fuel at each loading site, if needed. The fuel tank must be equipped with a pump to transfer the fuel through a hose and nozzle for refueling while the engine is running and/or the rotor spinning. Refueling from hand held containers is permitted only in emergency situations and then only during a complete shut down.

(E) NON-SPRAYING FLIGHTS -Flights to and from the project area, as well as any needed reconnaissance flights over the spray areas, are provided by the contractor. The Program Coordinator or designee may be available to ride in the helicopter on a reconnaissance flight to help the pilot become familiar with the spray sites.

PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

The pilot must be able to transmit and receive on the tower and ground control frequencies used by the airports in the contract area. If it is not possible for the pilot to monitor both a control tower and the ground support truck at the same time, the procedure to switch from one to the other must be simple and require only one hand.

(J) ACCESSORY EQUIPMENT-All accessory equipment including any vehicles necessary for transporting the insecticide from storage or from one operational site to another are the responsibility of the contractor. Accessory equipment supplied by the contractor is defined as any needed insecticide storage tanks, (equipped for agitation or recirculation), pumps, hoses, fire extinguishers, metering devices, and similar equipment necessary for mixing the insecticide and loading the spray aircraft, and any other services, equipment, and materials that may be needed.

2.7 OTHER RESPONSIBILITIES -In addition to equipment and personnel, the vendor must meet the following obligations:

(A) LOADING SITES -The selection of a suitable helispot or airfield is the responsibility of the contractor. The Department recommends that the contractor find several loading sites carefully located to minimize ferry distance. Use of the site must not present problems from a legal aspect, and permission to use the site must be obtained by the contractor. The contractor will be responsible for any damage done to or within the vicinity of the work area which is a direct result of spraying operations. The contractor must locate and secure permission for all helispots or airfields prior to the start of the project. The State owns several areas located near the operational area and the program coordinator will cooperate with the contractor in securing permission to use these sites, if they are deemed acceptable by the contractor. The contractor or his representatives must notify the Program Coordinator of the loading sites to be used prior to any spraying operations.

During previous years, Pipestem State Park has provided storage for *Bti*. This location has also been used as a loading site. The Army Corps of Engineers has also provided a loading zone immediately below Bluestone Dam.

If no public restroom facilities are within one tenth of a mile of the loading sites, the contractor shall provide and pay for adequate temporary toilet facilities for personnel during the spray season. Toilets shall be of types approved by the land owner and the State Health Department and be situated only in approved areas. The contractor shall be responsible for operation and sanitary maintenance of the temporary toilets and shall have them removed at the conclusion of the spray season.

The contractor shall provide safe drinking water at all loading sites, if no public drinking water source is available.

(B) MAINTENANCE -The contractor shall provide maintenance on the spray system, the aircraft, the mixing and pumping system, the trucks and the storage tanks. Care should be taken to prevent leakage of spray material at all times. Routine maintenance is to be conducted at times that will not interfere with the spray operation. Only emergency repairs are to be performed during scheduled spray hours.

(C) SECURITY -If guard service for the helicopters and/or facilitating equipment is required or desired by the contractor, the contractor shall provide the necessary personnel. Care should be taken to ensure aircraft storage sites are not located in fog prone areas which might delay the start of the daily spray program.

(D) AIRCRAFT REFUELING -The contractor must provide aircraft fuel at each loading site, if needed. The fuel tank must be equipped with a pump to transfer the fuel through a hose and nozzle for refueling while the engine is running and/or the rotor spinning. Refueling from hand held containers is permitted only in emergency situations and then only during a complete shut down.

(E) NON-SPRAYING FLIGHTS -Flights to and from the project area, as well as any needed reconnaissance flights over the spray areas, are provided by the contractor. The Program Coordinator or designee may be available to ride in the helicopter on a reconnaissance flight to help the pilot become familiar with the spray sites.





## PURCHASING CONTINUATION SHEET

Buyer: RP		
Spending Unit: Plant Industries Division Dept of Agriculture		

(G) FLIGHT DUTY LIMITATIONS -Maximum flight time is limited to eight (8) hours per day. This must be broken into two (2) segments separated by a rest period that is restricted to meals and relaxation. Other jobs, such as driving a truck or conducting aircraft maintenance will not be counted as part of a rest period. Pilots are to have at least eight (8) consecutive hours off duty prior to the start of each day.

(H) INSPECTION -Department personnel will inspect the contractor's aircraft to determine if the equipment offered meets the Contract Specifications. Performance tests, if necessary, will be conducted at a location mutually agreed upon between Department personnel and the contractor. The contractor shall assume all expenses incident to operation of the aircraft and the pilot's time during these tests. The Department may request this inspection be held thirty (30) days prior to scheduled start of spraying.

(I) FIELD EXPENSE -Costs incurred in the operation and maintenance of all the equipment on the project is the responsibility of the contractor. Expenses incurred by all contract personnel including arrangements for food, lodging and transportation are the responsibility of the contractor.

(J) INDEMNITY CLAUSE -The contractor shall indemnify and save and keep harmless the State of West Virginia and National Park Service/United States of America against all loss, cost, damage, claim, expense or liability whatsoever, because of accident or injury to persons or property of others in connection with the application under this agreement.

(K) EXPERIMENTAL SPRAYING -The Department may request that the successful vendor conduct a small amount of experimental spraying. This will be done to gain knowledge of the dispersal of the *Bti* after application in the various streams. In the event that this is necessary, the contractor will be compensated for any such experimental work at the contractual rate. In such cases equitable compensation would be negotiated if extra work or expense is involved.

(L) PERSON FLYING AS NAVIGATOR -In the event the contractor needs Department personnel to accompany the pilot on a flight to act as a navigator for site location or general reconnaissance, the contractor will guarantee a minimum of \$150,000.00 insurance coverage for the Department personnel.

### SECTION 3. OBLIGATIONS OF THE DEPARTMENT

3.1 APPLICATION MONITORING AND SUPERVISION -The treatment operations will be administered by the Department of Agriculture, Plant Industries Division. The Program Coordinator or designee will work with the pilot and the ground crew, acting as a dispatcher and record keeper.

3.2 MAPS -The Program Coordinator or designee will provide USGS 7.5 minute topographic maps with each treatment site marked and labeled. There will be no ground markers at treatment sites.

3.3 PRE-WORK CONFERENCE -Prior to initiation of this spray program, Department representatives will meet with the contractor to discuss details and procedures. The date, time and location of this conference and who should attend will be mutually agreed upon.

3.4 SAFETY -Department personnel are required to conduct themselves in a safe manner especially in the vicinity of the spray aircraft and support equipment.

(\*The flight time is the total time when the aircraft is off the ground. It begins with the first load of the day and ends with the landing from the last load of the day. Moving aircraft to and from the work site before and after spraying is not included.



PURCHASING CONTINUATION SHEET

Buyer:		
RP		
Spending Unit: Plant Industries Division		
Dept of Agriculture		

SECTION 4. AGREED DAMAGES FOR FAILURE TO PERFORM

4.1 INTRODUCTION -Accurate timing of application of the Bti is critical to the success of the program. For this reason delays caused by the contractor could well destroy the effectiveness of this control program. The contractor shall not be liable for assessed damage costs if the failure to meet the terms of the contract arises out of causes beyond the control and with no fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the part of the contractor. The following items (but not limited to just these items) are considered to be failure to perform acts and subject to monetary compensation:

4.2 LATE ARRIVAL -Verbal notice will be given to the contractor five (5) days in advance of a time and location to have his equipment assembled for the start of the spray program. Following the first application, an advance notice of thirty-six (36) hours will be given to report for subsequent spraying operations. Failure to arrive on the day specified will be assessed as liquidated damages. This same assessment applies if the aircraft is on site, but failure to have all the necessary ground support equipment or materials on site make it impossible to spray that day.

4.3 TARDINESS -The contractor will be told in advance the starting time of the spray operation on each day. Contractor personnel should be at the work site prior to the start time and be set up to load the ship and begin application. Tardiness on any part of the crew which delays the departure of the first load when conditions are acceptable for spraying can be assessed as liquidated damages.

4.4 INSECTICIDE SPILLS AND DUMPS -The contractor must provide trucks for transporting the insecticide and will be held liable for any loss of the material between the receipt of delivery by the contractor and its proper dispersal from the aircraft spray system.

4.5 PROCEDURE -In cases where the contractor causes a delay as described in this Section, the incident will be detailed in writing by the Program Coordinator and submitted to the contractor's Project Supervisor. A copy will also be given to the contractor. All approved reports will be subject to the appropriate provisions and assessed costs shall be deducted before final payment is made to the contractor.

SECTION 5. AWARDING OF CONTRACT

5.1 BASIS OF PAYMENT -Contractor payment is based on the number of gallons of Bti concentrate properly applied to designated sites.

5.2 BIDS -The bid form requires the contractor to develop a price for providing and applying the pesticide on a per gallon basis. This price is then multiplied by the estimated gallons to be applied to produce a Total Bid Price. The award will be made to the lowest bidder who meets all the required specifications of this RFQ.

5.3 LIFE OF CONTRACT -This contract becomes effective on March 1, 2010 and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Program Coordinator 30 days written notice.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions, and pricing set herein are firm for the life of the contract.

5.4 RENEWAL -This contract may be renewed upon the mutual written consent of the spending Unit and Vendor, submitted in writing to the Black Fly Control Program Coordinator, thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

5.5 CANCELLATION -The Department reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship are of an inferior quality or do not conform to the specifications of the bid and bid contract herein.

WV-36a STATE OF WEST VIRGINIA

# PURCHASING CONTINUATION SHEET

Buyer:

RP

Spending Unit: Plant Industries Division

Dept of Agriculture

5.6 INSURANCE -Successful vendors shall furnish proof of coverage of commercial General Liability Insurance prior to issuance of a contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.00. The insurance policy shall list both the WV Department of Agriculture/State of West Virginia, the National Park Service/United States of America and the USDA Forest Service as certificate holders.

5.7 BOND -A Bid Bond of \$5,000.00, payable to the State of West Virginia, shall be submitted with each bid. Personal or business checks are not acceptable in lieu of the bid bond.

5.8 OTHER -The Department requires that the following information be submitted with the bid. This information will be used to evaluate the qualifications of the bidders prior to awarding the contract; lowest bid alone may not serve as the justification for contract award:

(A) Aircraft make and model, FAA registration number, spray system make and tank capacity for each aircraft to be used.

(B) Names of pilots, commercial certificate numbers and limitations, if any, flight hours in command as specified, number of seasons of forest or related spraying experience, FAA medical certificate, class and date of examination, copy of WV Pesticide Application Business license.

The Department also reserves the right to contact references to determine the bidders' reliability and competency prior to awarding the bid.

5.9 SUBCONTRACTS -The vendor who is awarded this contract, when performing work under the terms and conditions of this contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall not be allowed to subcontract any work or services under this contract to any other person, company, corporation, firm, organization, or agency without prior written approval of the Department. The prime vendor shall be responsible for ensuring that any sub contractors have all the necessary permits, licenses, qualifications, certifications, and insurance to perform the work. The Department will consider the prime vendor to be the sole point of contact with regard to authorized work under the contract; however, this provision does not prohibit the Department from directly contacting subcontractors.

5.9 BID FORMAT -Bids will be computed using the following general format.

The total contract amount to be paid to the successful bidder is dependent on the actual gallons sprayed and the per gallon bid price. The actual amount sprayed may differ substantially from the estimates.

Spray costs for the 2010 black fly control program:

BID PER GALLON APPLIED: \$ \_\_\_\_\_ per gallon

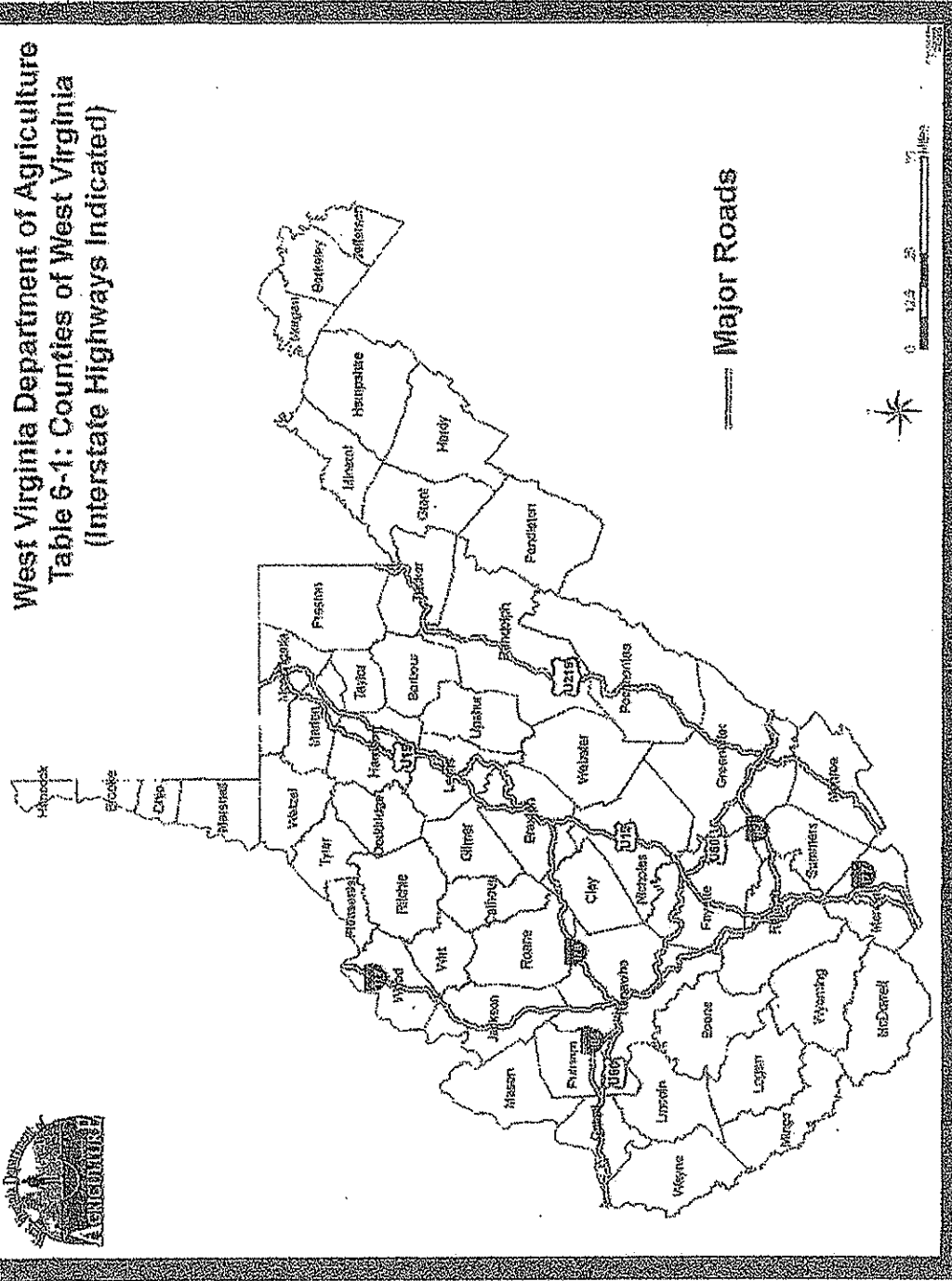
Contractors are advised that the actual flows encountered in the spray program may be considerably less than the 50% estimate used to construct the current bid packages (See Section 2.3).

SECTION 6. MAPS

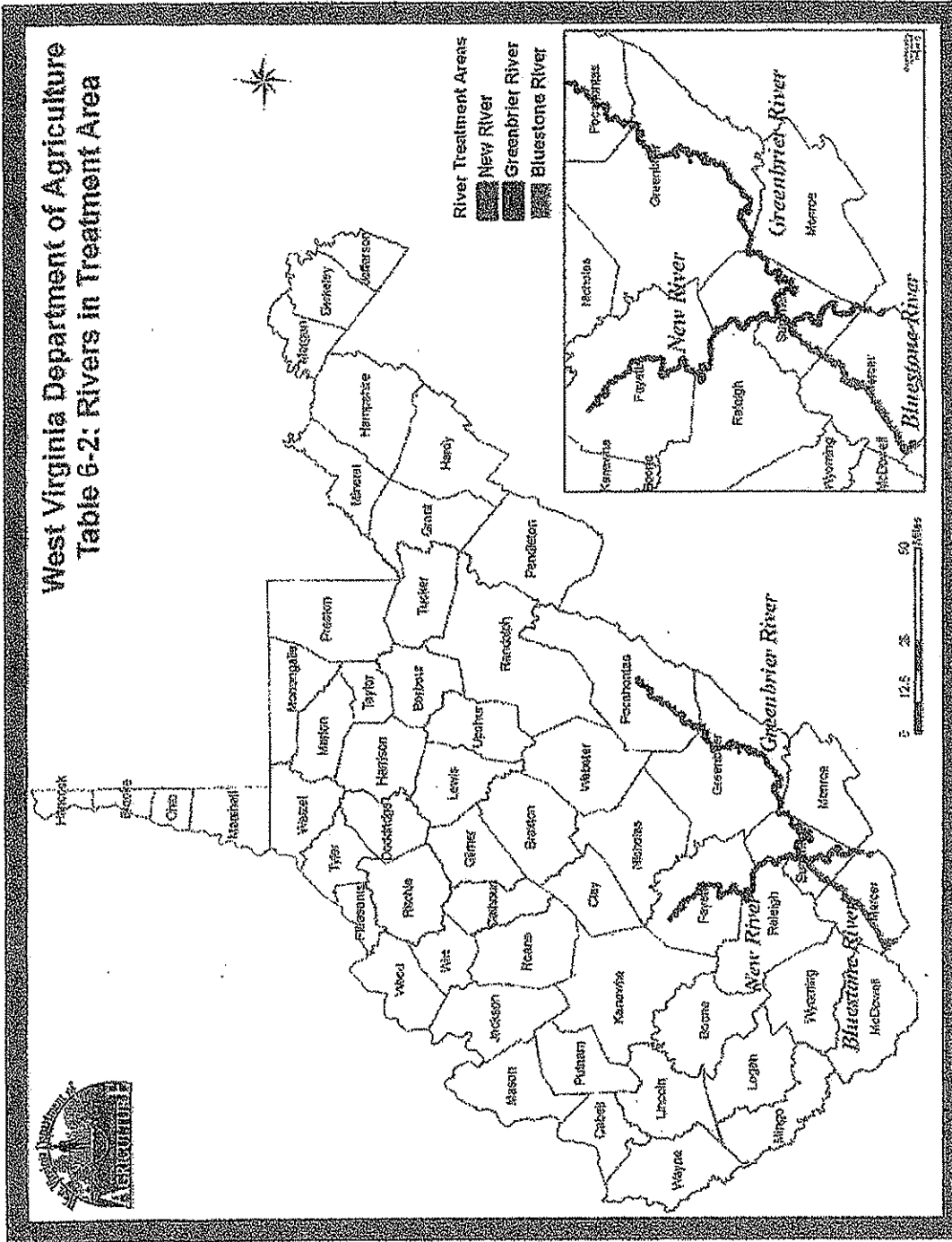
Map 6-1. State Map

Map 6-2. River Map

West Virginia Department of Agriculture  
Table 6-1: Counties of West Virginia  
(Interstate Highways Indicated)



West Virginia Department of Agriculture  
Table 6-2: Rivers in Treatment Area



**SOUTHERN HELICOPTER LEASING, LLC**  
**6543 NAVY ROAD**  
**MILLINGTON, TN 38053**  
**PHONE: 901-592-4088      FAX: 901-872-3944**

State of West Virginia  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Dear Sir or ma'am,

I have enclosed bid documents for your consideration on Request for Quotation number AGR1011 issued by the Department of Agriculture. I have enclosed a signed copy of the original request for quotation, a bid packet containing detailed responses to each item addressed in the request for quote as well as our license, certifications, insurance documents, and a cashier's check for the bid bond amount as specified in the request for quotation. Please contact me directly if you have any questions or concerns regarding the information presented here. I can be reached at the number listed above and also on my cell at 901-491-8323. Thank you for your time and consideration.

Nick Jordan



Southern Helicopter Leasing, LLC

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

Proposal for Aerial Application of BTI  
Presented to:

State of West Virginia Department of Agriculture

In reply to

Request for Proposals Number AGR1011,  
Buyer Number RP-41

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 1

### Purpose



## 1. PURPOSE

1.1 Southern Helicopter Leasing, LLC agrees to enter into a contract with the state of West Virginia for the purpose of aerial application of Bti (*Bacillus thuringiensis israelensis*) to streams identified as in need of treatment in southern West Virginia to control black flies. SHL agrees to provide the Bti as well as any other associated aspects of the application. Further, SHL agrees to abide by the terms and conditions set forth in the Request for Quotation number AGR1011. Payment will be based on the gallons of concentrate applied, at the rate of \$74.75 dollars per gallon.

1.2 Area to be treated – Bti will be applied to specific sites identified by the states as in need of treatment. Southern Helicopter Leasing agrees to apply Bti to additional sites at the state's request upon the state identifying those sites as in need of treatment.

1.3 Bidder Qualifications – Southern Helicopter Leasing is a certified commercial aircraft operator under FAA part 133 and 137 (see section six for documentation). SHL has an office and maintenance facility in Millington, Tennessee and other maintenance facilities in Brunswick, Georgia and Wilmington, Delaware. SHL owns all of the aircraft used in its aerial pest control operations and maintains all the necessary spare parts, tools, and equipment to keep the aircraft in top operational condition. SHL employs experienced pilots and mechanics and conducts business in a safety oriented manner, placing utmost importance on the well-being of our employees, our clients, and the public that we serve.

1.4 Scope of Agreement – It is the Goal of Southern Helicopter Leasing to provide aircraft, Bti, equipment, applications, and other operational requirements that meet or exceed the specifications set forth in RFQ number AGR1011. SHL has an excellent record of safety, service, and support by providing the best aircraft, dispersal systems, pilots, mechanics, and ground crew possible.

1.5 Estimated Time Schedule – Southern Helicopter Leasing will be ready to begin applications within 10 days of notice to proceed and will have aircraft, ground crew, pilot, and all necessary equipment available to begin operations. SHL will be on site within 5 days notice for the initial application and will maintain a 48 hour recall response time throughout the life of the contract

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 2

Contract Requirements  
Provided by  
Southern Helicopter Leasing, LLC

2.1 General – Southern Helicopter Leasing agrees to supply the aircraft, all maintenance, support, and personnel necessary to the successful completion of this contract. Additional details will be given about specific aspects in the subsequent sections.

2.2 Spray Material – Southern Helicopter Leasing will provide *Bacillus thuringiensis israelensis* (Bti) that meets the following criteria:

- A. The Bti will have a viscosity of 700 or less as measured by a Brookfield Viscometer at 25 degrees C, 30 RPM, using a number 3 spindle.
- B. The Bti will be supplied drums or totes to facilitate ease of handling.
- C. The Bti will be manufactured after October 1 of the preceding year.
- D. Documentation of all relevant information on the Bti will be provided to the state.

E. SHL agrees to supply Vectobac-12AS, EPA Registration 275-66 as the only acceptable Bti formulation.

Any deviations from the above specifications will be approved by the state before they are implemented.

2.3 Application Techniques – The application of Bti will occur at 10-15 feet above the surface of the water unless doing so poses a danger to the helicopter pilot. In the event that obstacles (tree canopy, power lines, bridges, etc.) prevent safe application at that altitude, Southern Helicopter Leasing will collaborate with the state to treat the site as safely and effectively as possible. When possible, the pilot will fly transects perpendicular to the flow of the stream to create a wide band of Bti that will flow downstream.

2.4 Ground Support – Southern Helicopter Leasing will provide adequately trained and qualified personnel to serve as ground crew. The ground crew will be responsible for driving support vehicles, operating the equipment used to mix, transfer, and load the Bti, and service the aircraft. All personnel provided by SHL will be fluent in English and have experience with both Bti and the equipment. SHL provides personal protective equipment, training, and chemical specific information storage, cleanup, disposal and emergency procedures to all of its personnel. All members of the ground crew will conduct themselves in a professional manner with safety for everyone involved being the top priority.

#### 2.5 Personnel

A. Project Supervisor – Southern Helicopter Leasing will provide Clifton McGowan as Applicator's Project Supervisor. Mr. McGowan is SHL's Chief Pilot and has served admirably in that role. Mr. McGowan has 31 years of experience in aerial application of pesticides with over 20,000 hours as pilot in command. Clifton is qualified

Southern Helicopter Leasing, LLC

6543 Navy Road

Millington, Tennessee, 38053

Phone: 901-490-5454

Fax: 901-872-3944

by the FAA to dispense economic poisons and is licensed in nine different states as a chemical applicator.

B. Pilots – All pilots provided by SHL are licensed by the FAA to operate the aircraft provided to complete the contract. All pilots will meet or exceed the following requirements:

Total Time, All Aircraft:	100 Hours
Aircraft Type Used in Contract	500 Hours
Night	10 Hours
Typical Terrain	50 Hours
In weight Class to be Flown	100 Hours
Make and Model, Preceding 60 Days	10 Hours
Landings and Take-offs under similar conditions	30
Seasons of Experience with Bti	2

Pilot logbooks for each pilot will be available for inspection by the state upon request.

2.6 Equipment

A. Specialized Helicopter Requirements – For this contract, Southern Helicopter Leasing will provide a Bell 206B-III JetRanger. The following are the flight performance characteristics of the JetRanger:

standard max gross weight	3,350 lbs / 1,519kg
standard useful load	1,487lbs / 674kg
Vne (never-exceed speed)	122kn / 226km/h
engine take-off power	420shp / 313kW
max range	374nm / 694km

This aircraft is top flight condition and has less than 100 since new or major overhaul on all flight critical components. Engine and Airframe logs will be available for inspection upon request. The 206B-III conforms to the following requirements specified in the request for quote:

The engine has operated for a minimum of 50 flight hours  
15 of those hours are within the 2 months preceding the start of spraying operations  
No engine or airframe components are within 100 hours of their maximum flight time.

The aircraft has space for 2 passengers if reconnaissance flights are necessary  
If this aircraft should become incapacitated in any way, SHL provide backup aircraft to ensure that the terms of the contract are met. Proper safety precautions will be observed

Southern Helicopter Leasing, LLC

6543 Navy Road

Millington, Tennessee, 38053

Phone: 901-490-5454

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at all times, and the pilot in command will supervise loading and servicing to ensure the aircraft doesn't exceed maximum gross weight and can be operated safely.

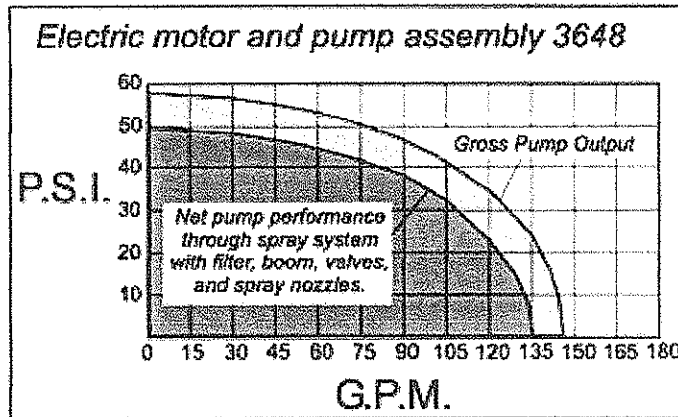
B. Aircraft Spray System – Southern Helicopter Leasing uses the Isolair Innovator II spray system model 3900-206. This spray system is designed specifically for use with the bell 206B. SHL holds approval from the FAA for use of this system in spraying applications. The following are the performance specifications of the 3900-206 spray system:

Net Weight	153 lbs. (69.5 kg)
Gross Weight	1320 lbs. (600 kg)
Tank Capacity	130 US gal. (530 l)
Boom Span	29 ft. (8.85 m)
Power Requirements	24 VDC
Swath	40-60 ft. (12.2 to 18.3 m)
Nozzle Holes	56 each
Air Speed VNE	103 MPH (90 KIAS)

Tanks – The chemical tank for the spray system is an external load, mounted to the belly of the helicopter. This design helps maintain aerodynamic efficiency without the potential hazards of an internal load tank. The tank is constructed of lightweight fiberglass and aircraft grade aluminum. The tank is sealed internally and externally, making both leak-proof and corrosion resistant. Internal baffles keep the material from shifting inside the tank which helps create a more stable center of gravity on the aircraft when fully loaded.

Emergency Dump System – The Isolair spray system has an emergency dump system that conforms to the bid specs in rfp number AGR1011. The system has a protected actuator mounted in the cockpit such that the pilot can reach the lever easily. The dump valve is capable of releasing a full load of chemical in 1 second.

Pumping System – The Isolair spray system uses an externally mounted electrical pump to supply chemical to the booms. The pump is Isolair model 3648 and is capable of flow rate of 100 gpm (378 ltr/min) at 30 psi (2.1 kg/cm). This pump is fully adjustable to provide precise rates of flow and is chemical resistant. The following chart shows the output capacity of the pump:



Pressure Gauge – The spray system has a cockpit mounted pressure gauge that can be read by the pilot during spray operations.

Shutoff – The Isolair system has positive pressure valves in each port on the booms to completely close the port when the pump is not in use. This system prevents dripping and allows the pilot a greater degree of precision in determining where the chemical is applied while preventing overspray.

Clean System – Southern Helicopter Leasing will ensure that the system is kept clean, free of debris and in proper working order prior to each spray mission. SHL carries sufficient water on the loading trailer to flush the system in the field if it becomes necessary. All rinse water used in flushing the system will be collected in proper storage containers and disposed of in accordance with the manufacturers label requirements.

Strainer – Southern Helicopter Leasing will use an inline strainer no finer than 50 mesh during spray operations.

Spray Boom – The spray booms on the Isolair spray system are constructed of aircraft grade aluminum. The booms are attached to the helicopter and spray system by a series of struts and braces that keep the boom fully supported and in position even when applying heavy chemicals at high pressures. The booms are kept clean by SHL as part of the daily maintenance schedule. The booms are 29 feet long, from end to end, which keeps them within the rotor diameter of 33 feet.

Nozzles/Boom Ports – The boom ports are spaced every twelve inches along the length of the boom and can be closed by plugs to help regulate the flow if material. The booms will be flown with open ports for the application of Bti, rather than with application nozzles.

Totalizer/Flow Meter/Spray Timer – Southern Helicopter Leasing uses the Crophawk flow meter to accurately measure the amount of chemical applied at treatment

Southern Helicopter Leasing, LLC

6543 Navy Road

Millington, Tennessee, 38053

Phone: 901-490-5454

Fax: 901-872-3944

site. The Crophawk is rated to operate at pressures from 0-75 PSI and can meter chemical flow from 0.5 GPM to 50 GPM with less than 1% error. It is equipped with a spray timer that measures seconds of spray time while the pilot has the pump engaged.

Calibration of Spray System – Southern Helicopter Leasing will keep all equipment calibrated while on contract. Calibrations may be witnessed by state personnel. Calibration records will be kept.

C. Field Trucks – Southern Helicopter Leasing uses a truck and trailer combination to service the aircraft. This truck will carry enough fuel and chemical to support helicopter operations for two days. The truck will be outfitted with all necessary tools and equipment, including but not limited to a drum wrench and barrel pump.

D. Insecticide Storage Tank – The chemical tanks are mounted on a trailer for mobility and are constructed of polycarbonate plastics that are leak proof and corrosion resistant. The trailer will carry water tanks in addition to chemical mix tanks and fuel tanks. The chemical mix tank is calibrated to show the volume of material in the tank. This tank is also outfitted with a recirculation pump that will continually mix and agitate the Bti during spray operations. All tanks and trailer equipment will conform to the specifications in the request for quote number AGR1011.

E. Pumps – The pumps on the trailer are capable of pumping 100 GPM. The pump will empty a thirty gallon drum of Bti in less than one minute and will be sufficient to keep the mix tank filled to the appropriate level during spraying operations. In addition to the pumps mounted on the trailer, Southern Helicopter Leasing will keep a backup pump in the truck. This will allow for continuing operations quickly if one of the trailer mounted pumps should become inoperable.

F. Meters – All meters will be calibrated and certified within sixty days prior to the start of spraying. Certification paperwork will be provided to the state and kept on file. All meters will be capable of metering liquid at the appropriate rate and pressures necessary for the successful completion of the spray mission and have a display that is easy to read.

G. Storage Tank Strainer – The trailer is equipped with an inline strainer that will protect the equipment from foreign obstructions and debris. The strainer is 50 mesh and can be easily checked and replaced.

H. Radios – All trucks and aircraft operated by Southern Helicopter Leasing are equipped with two way radios that are approved for use in ground to air communications by both the FAA and the FCC. The radios are capable of communication not only between aircraft and ground units, but also with airports and air traffic control authorities.

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

I. Accessory Equipment – Southern Helicopter Leasing agrees to supply all additional equipment necessary to the successful completion of the flight operations including but not limited to: storage tanks, pumps, hoses, fire extinguishers, metering devices, personal protective equipment, spare parts for the trucks and aircraft.

## 2.7 Other Responsibilities

A. Loading Sites: Southern Helicopter Leasing accepts responsibility for locating and securing permission to use all landing sites and airfields prior to the start of the project. When possible, SHL will adhere to landing sites and heliports that have been used during previous spray seasons. The Project Coordinator will be notified of all sites to be used prior to their use in spray operations. Additionally, SHL agrees to provide fresh drinking water and toilet facilities in the event that they are not otherwise available.

B. Maintenance – Southern Helicopter Leasing will provide all necessary maintenance on all equipment used in spray operations including the aircraft, spray systems, trucks and trailers. All maintenance will be conducted prior to being called to begin spraying and all equipment will arrive onsite in proper working order, ready to begin spray operations. Onsite repairs will take place in an emergency.

C. Security – It is understood that Southern Helicopter Leasing will be responsible for the security of all aircraft and equipment.

D. Aircraft Refueling – Southern Helicopter Leasing is equipped to refuel aircraft at loading sites and in remote locations using the truck and trailer ground unit detailed above in section 2.7.C. The equipment is capable refueling while the aircraft engine is running and uses a pump and nozzle system.

E. Non-Spraying Flights – Flight time to and from the project area and necessary reconnaissance flights will be provided by Southern Helicopter Leasing. The project coordinator may fly as a passenger on reconnaissance flights to familiarize the pilot with the project area.

G. Flight Duty Limitations – Flight time will be limited to eight hours per day, broken into two sections and separated by a rest period for meals and relaxation. Pilots will have eight consecutive hours off duty before the start of spraying each day.

H. Inspection – The state will be allowed to inspect the aircraft prior to spray operations. It is agreed that inspections will take place at an agreed upon location and may be requested 30 days prior to the beginning of spray operations.

I. Field Expense – Expenses incurred during spray operations, including maintenance and repair of equipment, food, lodging, and transportation will be the responsibility of the Southern Helicopter Leasing.



Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
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J. Indemnity Clause – Southern Helicopter Leasing shall indemnify and save and keep harmless the State of West Virginia and National Park Service/United States of America against all loss, cost, damage, claim, expense, or liability whatsoever, because of accident or injury to persons or property of others in connection with the application under this agreement.

K. Experimental Spraying – Southern Helicopter Leasing agrees to provide a small amount of experimental spraying at the request of the state. Application will be paid at contract rate per gallon of Bti. In the event that the experimental flying necessitates additional expenses, equitable compensation will be negotiated.

L. Person Flying as Navigator – In the event that state personnel are required to fly as a navigator, Southern Helicopter Leasing will provide a minimum of \$150,000.00 insurance coverage to the state personnel.

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 3

### Obligations of the Department

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

3.1 Application Monitoring and Supervision – Spray operations will be overseen by the Department of Agriculture, Plant Industries Division. The program coordinator will work with ground crew and pilot and act as dispatcher and record keeper.

3.2 Maps – The program coordinator will provide USGS 7.5 minute topographical maps with each treatment site marked and labeled. It is understood that there will be no ground markers to indicate the treatment sites.

3.3 Pre-work Conference – Southern Helicopter Leasing agrees to meet with department representatives to discuss details and procedures at a mutually agreed upon site prior to the start of spray operations.

3.4 Safety – All department personnel are required to conduct themselves in a safe manner especially in the vicinity of the aircraft and support equipment.

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 4

### Agreed Damages for Failure to Perform

4.1 Introduction – Southern Helicopter Leasing recognizes that accurate timing of application of the Bti is critical to the success of the program. For this reason, delays could destroy the effectiveness of the program. Southern Helicopter Leasing shall not be liable for assessed damage costs if the failure to meet the terms of the contract arises out of cause beyond the control and with no fault of negligence on the part of the contractor. Such causes may include but are not restricted to: acts of God or of the public enemy, acts of the state in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and no fault of negligence on the part of the contractor. The following items are considered failure to perform acts and subject to monetary compensation:

4.2 Late Arrival – Verbal notice will be given 5 days in advance of a time and location to have the equipment and personnel assembled for the start of the spraying program. Following the first application, an advance notice of 36 hours will be given to report for subsequent operations. Failure to arrive on the day specified will be assessed as liquid damages.

4.3 Tardiness – The contractor will be told in advance the starting time of the spray operation on each day. Contractor personnel should be at the work site prior to the start time and be set up to load the ship and begin application. Tardiness on any part of the crew that delays the departure of the first load when conditions are acceptable for spraying can be assessed as liquidated damages.

4.4 Insecticide Spills and Dumps – The contractor must provide trucks for transporting the insecticide and will be held liable for any loss of material between the receipt of delivery by the contractor and its proper dispersal from the aircraft spray system.

4.5 Procedure – In cases where the contractor causes a delay as described in this section, the incident will be described in writing by the program coordinator and submitted to the contractor's project supervisor. A copy will also be given to the contractor. All approved reports will be subject to the appropriate provisions and assessed costs shall be deducted before final payment is made to the contractor.

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 5

### Awarding of Contract

5.1 Basis of Payment – Southern Helicopter Leasing recognizes that payment is to be based on the number of gallons of Bti concentrate properly applied to designated areas.

5.2 Bids – Southern Helicopter Leasing understands that the bid form requires the development of a price for providing and applying the pesticide on a per gallon basis. This price will be multiplied by the estimated number of gallons to be applied to produce a total bid price. The award will be made to the lowest bidder who meets all the required specifications of RFQ number AGR1011.

5.3 Life of Contract – This contract will become effective on March 1, 2010 and extend for a period of one year or until such reasonable time as is necessary to obtain a new contract or renew the original contract. The reasonable time period will not exceed twelve months.

5.4 Renewal – It is understood that this contract may be renewed upon mutual written consent of the department and the contractor, submitted in writing to the project coordinator 30 days prior to the expiration date. Renewal will be in accordance with the terms and conditions of the original agreement and shall be limited to two successive one year periods.

5.5 Cancellation – The department reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship are of inferior quality or do not conform to the specifications of the bid and contract herein.

5.6 Insurance – Southern Helicopter Leasing will provide proof of coverage of commercial general liability insurance prior to issuance of a contract. The insurance policy shall list both the WV Department of Agriculture/State of West Virginia, the National Park Service/United States of America and the USDA Forest Service as certificate holders. See section 6 for examples of coverage.

5.7 Bond – Southern Helicopter Leasing will provide a bond of \$5,000.00 payable to the State of West Virginia, in the form of a certified bank check. The check is enclosed in the bid packet.

5.8 Other – This information is submitted at the request of the Department in accordance with the bid requirements of RFQ number AGR1011.

A. Aircraft to be supplied is a Bell 206B-III JetRanger, N16810. Additional information about this aircraft can be found in section 2.6.A. The spray system is an Isolair Innovator II, model 3900-206, with 130 gallon tank capacity. Additional information about the spray system can be found in section 2.6.B.

Southern Helicopter Leasing, LLC  
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Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

B. Clifton McGowan will be the pilot in command for this spray project. Mr. McGowan's documentation is presented here:



Southern Helicopter Leasing, LLC

6543 Navy Road

Millington, Tennessee, 38053

Phone: 901-490-5454

Fax: 901-872-3944

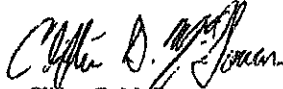
01/26/2010 13:45 FAX 19123670702

SOUTH GA BUSINESS

001

Flight time and experience for Clifton McGowan

Total all aircraft	6000+ (rotor wing)
Type A/C for Contract	1480 (Bell 206)
Night	621
Typical Terrain	362
In weight class	2439
Make and model (60 days)	29
TO's and Lndg's at high Density Altitude	300+ (2009)

  
Clifton D. McGowan  
Comm. Pilot 256880316

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

Jan-26-2010 11:47AM

WVDA PESTICIDES

No. 1842 P. 2

**WEST VIRGINIA DEPARTMENT OF AGRICULTURE**  
1900 Kanawha Blvd., East  
Pesticide Regulatory Programs  
Charleston, WV 25305-0190

**LICENSED PESTICIDE APPLICATION BUSINESS**

Issued to:

License No: 1294

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, TN 38053

*Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.*

Qualifying Individual: Clifton B. McGowan

Categories of Operation:

13E Black Fly Control

14 Aerial

Date Issued  
1/26/10

Expiration Date  
12/31/2010



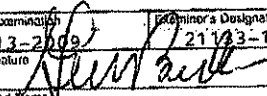

Commissioner of Agriculture

A handwritten signature in cursive script, likely belonging to the Commissioner of Agriculture.

No. 5615

Southern Helicopter Leasing, LLC  
 6543 Navy Road  
 Millington, Tennessee, 38053  
 Phone: 901-490-5454 Fax: 901-872-3944

JAN-26-2010 09:39 FROM-PROVIDER RELATIONS UNIT +19123671757 T-530 P 001/001 F-888

UNITED STATES OF AMERICA Department of Transportation Federal Aviation Administration						
<b>MEDICAL CERTIFICATE <u>Second</u> CLASS</b>						
This certifies that (Full name and address):						
Clifton Dwight McGowan 32 Dukes Street Surrenney, Ga. 31563						
Date of Birth	Height	Weight	Hair	Eyes	Sex	
01-08-1953	66	215	Grey	Green	Male	
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.						
Limitations	<b>HOLDER MUST WEAR CORRECTIVE LENSES</b>					
	MUST HAVE AVAILABLE GLASSES FOR NEAR VISION					
Date of Examination	Examiner's Designation No.					
03-13-2009	21123-1					
Signature						
Examiner	Typed Name					
	Gerald W. Bock, M.D.					
AIRMAN'S SIGNATURE 						
FAA Form 8500-9 (9-03) Supersedes Previous Edition						

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Memphis Flight Standards District Office

2842 Business Park Drive, Bldg. G  
Memphis, Tennessee 38118  
Fax: (901) 322-8601, (901) 322-8600

April 9, 2008

John S. Mchann  
Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, TN 38053

Dear Mr. Mchann,

This is to certify that Clifton D. McGowen, holder of pilot certificate 256880316, has on this date satisfactorily completed the knowledge and skill test for an agricultural pilot as specified under 14 CFR §137.19(e) and is qualified to serve as Pilot-in-Command in agricultural operations.

He is authorized to dispense economic poisons.

Sincerely,

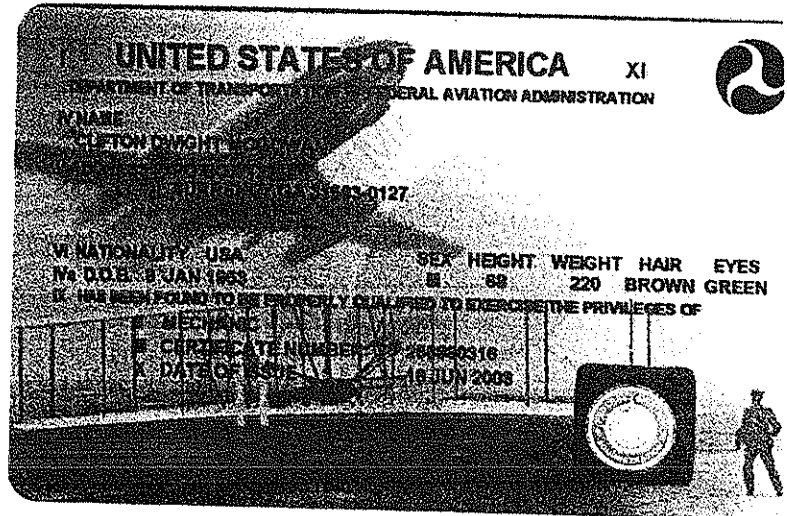
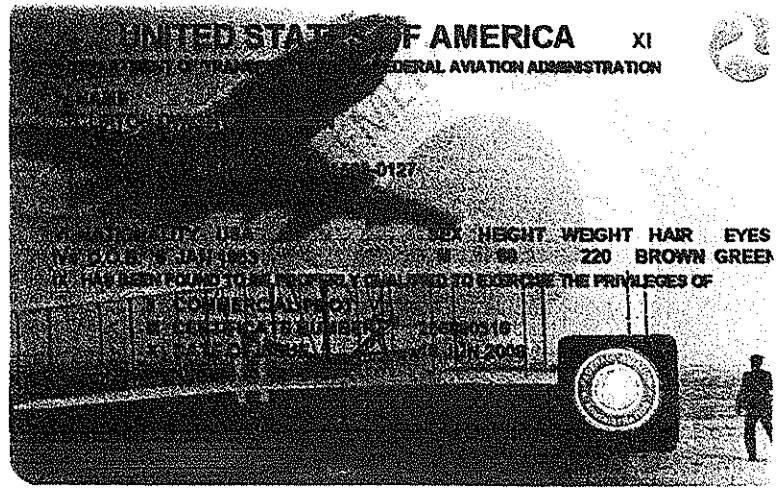
A handwritten signature in cursive script, appearing to read "Tom Luipersbeck".

Tom Luipersbeck  
Aviation Safety Inspector  
Memphis Flight Standards District Office  
(901) 322-8659

Document 1, Image 1 of 1

Page 1

*New license  
for files*



**GEORGIA DEPARTMENT OF AGRICULTURE  
PESTICIDE APPLICATORS LICENSE**

*Clifton D. McGowan*  
COMMISSIONER OF AGRICULTURE

LICENSE NO	EFFECTIVE DATE	EXPIRATION DATE
07164	6/20/2008	6/20/2013

**Certified Commercial with Aerial Authorization** **AERIAL**

BELOW NAME IS ENTITLED TO PURCHASE AND USE "RESTRICTED USE PESTICIDES"

Clifton D. McGowan	34
SIGNATURE <i>Clifton D. McGowan</i>	31

5.9 Subcontracts – Southern Helicopter Leasing agrees to be solely responsible for the satisfactory completion of the work detailed under the terms and conditions of this

Southern Helicopter Leasing, LLC

6543 Navy Road

Millington, Tennessee, 38053

Phone: 901-490-5454

Fax: 901-872-3944

contract. No subcontractors will be utilized for the completion of this contract without the written approval of the department. Further, Southern Helicopter Leasing agrees to be responsible for ensuring that any subcontractor has all the necessary permits, licenses, qualifications, certifications, and insurance to complete the work.

5.9 Bid Format – Southern Helicopter Leasing understands that the total contract price is dependent on the actual number of gallons sprayed and the per gallon bid price.

Spray cost for the 2010 black fly control program:

**BID PER GALLON APPLIED: \$74.75 PER GALLON.**

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

## Section 6

### Other Documentation

Southern Helicopter Leasing, LLC  
 6543 Navy Road  
 Millington, Tennessee, 38053  
 Phone: 901-490-5454 Fax: 901-872-3944



A Member Company of C. N. Starr & Co., Inc.  
 3353 Peachtree Road NE, Suite 1000  
 Atlanta, GA 30326

**Certificate of Insurance**

**Certificate Holder:** WEST VIRGINIA DEPARTMENT OF AGRICULTURE/PESTICIDES  
 1900 KANAWHA BLVD, EAST  
 CHARLESTON, WV 25305-0190

**Named Insured:** SOUTHERN HELICOPTER LEASING, LLC AND SOUTHERN HELICOPTER SERVICES, LLC  
 6543 NAVY ROAD  
 MILLINGTON, TN 38053

**Policy Period:** From APRIL 24, 2009 To APRIL 24, 2010  
**Policy Number:** 9957-1060-02  
**Issuing Company:** FEDERAL INSURANCE COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Liability Coverages	NON-CHEMICAL		CHEMICAL	
A. Bodily Injury -- excluding Passengers	\$ NOT APPLICABLE	each person each occurrence aircraft liability aggregate	\$ 100,000. 300,000. 300,000.	each person each occurrence aircraft liability aggregate
B. Property Damage	NOT APPLICABLE	each occurrence aircraft liability aggregate	100,000. 200,000.	each occurrence aircraft liability aggregate
C. Passenger Liability	100,000. 100,000.	each person each occurrence	Not applicable Not applicable	
D. Single Limit -- Property Damage & Bodily Injury, excluding Passengers	1,000,000.	each occurrence aircraft liability aggregate	NOT APPLICABLE NOT APPLICABLE	each occurrence aircraft liability aggregate
E. Medical Expense -- including Crew	NOT APPLICABLE NOT APPLICABLE	each person each occurrence	Not applicable Not applicable	
F. Airport Premises Liability	1,000,000. 1,000,000.	each occurrence premises liability aggregate	Not applicable Not applicable	

Chemical Limits of Liability are part of and not in addition to the Non-chemical Limits of Liability.  
 All liability arising from any one occurrence shall not exceed the Non-chemical Limits of Liability.

F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	INSURED VALUE	DEDUCTIBLES		LIEN AMOUNT
				NOT IN MOTION	IN MOTION, INGESTION, OR MOORING	
N310CP	SCHWEIZER 300C-269C	1988	\$ 135,000.	\$ 2,500.	13,500.	\$
N902CP	SCHWEIZER 300C-258C	1985	145,000.	2,500.	NA	
N2196F	SCHWEIZER 300C	1984	175,000.	2,500.	NA	
N16610	BELL 206 B-III	1977	600,000.	2,500.	NA	

CHEMICAL COVERAGE APPLIES AS PER CHEMICAL CATEGORY "CC" COMPREHENSIVE CHEMICAL.

AS RESPECTS N902CP, N2196F, AND N16610, PHYSICAL DAMAGE COVERAGE APPLIES AS PER PHYSICAL DAMAGE CATEGORY "H" GROUND NOT IN MOTION COVERAGE ONLY.

AS RESPECTS N310CP, PHYSICAL DAMAGE COVERAGE APPLIES AS PER PHYSICAL DAMAGE CATEGORY "F" GROUND AND IN FLIGHT.

Certificate Number: 12.1  
 Issued By and Date: JANUARY 25, 2010 (LEB)  
 Starr 10295 (2/08)

By   
 (Authorized Representative)



Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944



AVIATION UNDERWRITERS, INC.



DOUG CARR  
VICE PRESIDENT



January 25, 2010

RE: Southern Helicopter Leasing, LLC  
(Aerial Applicators Aircraft Insurance Policy)  
Policy#: 9957-1060-02

To Whom It May Concern:

This letter is to confirm we have a current policy in effect for the above referenced insured, with Comprehensive Chemical Liability Coverages as follows:

<b>Bodily Injury/ Excluding Passengers @</b>	<b>\$100,000. Each Person</b> <b>\$300,000. Each Occurrence</b> <b>\$300,000. Aggregate</b>
<b>Property Damage @</b>	<b>\$100,000. Each Occurrence</b> <b>\$200,000. Aircraft Liability Aggregate</b>

**FOR THE FOLLOWING AIRCRAFT:**

1988 Schweizer 300C-269C	N310CP
1995 Schweizer 300C-269C	N902CP
1994 Schweizer 300C	N2196F
1977 Bell 206 B-111	N16810

If you have any questions or concerns please contact our office.

THANKS!

A handwritten signature in cursive script that reads 'Crissy Brigance'.

Crissy Brigance  
Authorized Insurance Representative  
EBCO Aviation Underwriters, Inc.

4515 Poplar Avenue, Suite 415 • Memphis, TN 38117-7503 • (901) 725-0966 • (800) 238-5190 • Fax: (901) 276-2257

Southern Helicopter Leasing, LLC  
6543 Navy Road  
Millington, Tennessee, 38053  
Phone: 901-490-5454 Fax: 901-872-3944

JAN-26-2010 10:31 FROM:WUTAXPAYER SERVICES

TO:901 872 3944

P.1/1

2009

WEST VIRGINIA  
STATE TAX DEPARTMENT

2011

## BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:  
SOUTHERN HELICOPTER LEASING LLC  
6543 NAVY RD  
MILLINGTON, TN 38053-2735

BUSINESS REGISTRATION ACCOUNT NUMBER: 2234-4792

This certificate is issued for the registration period beginning: July 1, 2009

This certificate is valid until: June 30, 2011

*This business registration certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

*This certificate is not transferrable and must be displayed at the location for which issued.*

*ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS  
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU  
TO FINES PER W. VA. CODE § 11-9.*

*TRAVELING STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.*

01L007 v.59  
LD326331648



# Operating Certificate

This certifies that

SOUTHERN HELICOPTER LEASING, LLC  
CHARLES BAKER AIRPORT (2MB)  
3870 FITE ROAD  
HANGER 5  
MILLINGTON, TENNESSEE 38053

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct

COMMERCIAL AGRICULTURAL AIRCRAFT OPERATIONS

in accordance with said Act and its rules, regulations, and standards:

DISPENSING OF ECONOMIC POISONS ALLOWED

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number: Z5NG092M

Effective date: APRIL 14, 2008

issued at: CE-FSDO-21, MEMPHIS, TN

*James D. Barton*  
(Signature)

MANAGER  
(Title)

FAA Form 8430-21 (5-87)

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	04/09/1999	08/12/2009	1
002 Definitions and Abbreviations	06/05/1998	08/12/2009	1
003 Aircraft Authorization	01/15/2001	08/12/2009	4
004 Summary of Special Authorizations and Limitations	11/20/1996	08/12/2009	1
006 Management Personnel	01/15/2001	08/12/2009	1
007 Other Designated Persons	12/19/2006	08/12/2009	1
008 Operational Control	04/29/1998	08/12/2009	1
447 Emergency Airworthiness Directives (EAD) Notification Requirements	01/16/2003	08/12/2009	1

Print Date: 8/12/2009

-1

Certificate No.: Z5NL092M

SOUTHERN HELICOPTER  
LEASING LLC

Table of Contents

Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
085 Aircraft Listing	01/15/2001	08/12/2009	5

**A001. Issuance and Applicability**

**HQ Control: 04/09/1999**

**HQ Revision: 030**

- a. These operations specifications are issued to SOUTHERN HELICOPTER LEASING LLC, whose principal base of operation is located at:

Primary Business Address:  
Charles Baker Airport (2M8)  
3870 Fite Road  
Memphis, TN 38053

Mailing Address:  
6543 Navy Road  
Millington, TN 38053

The holder of these operations specifications is the holder of Certificate Number Z5NL092M and shall hereafter be referred to as the certificate holder. The certificate holder is authorized to conduct the following operations under the authority of Title 14 CFR Part 133 of the Federal Aviation Regulations.

Class B External-Loads

- b. The certificate holder shall conduct these operations in accordance with the specific authorizations, limitations, and the procedures in these operations specifications and all appropriate Federal Aviation Regulations.
- c. These operations specifications are effective as of the "Date Approval is effective" listed in each paragraph and shall remain in effect as long as the certificate holder continues to meet the Federal Aviation Regulations requirements specified for certification. These operations specifications become invalid and shall be surrendered when the certificate holder no longer meets the requirements for certification, ceases operations, upon expiration of the certificate holders operating certificate issued under CFR Part 133, whichever occurs first. These operations specifications may be amended or rescinded by the administrator.
- d.

Authorized DBA Name

Print Date: 8/12/2009

A001-1  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:45 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 1

5. I hereby accept and receive the Operations Specifications in this paragraph.

McHarr, John S, President

Date: 8/12/2009

Print Date: 8/12/2009

A001-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A002. Definitions and Abbreviations**

HQ Control: 06/05/1998

HQ Revision: 020

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those in the Federal Aviation Regulations and the Federal Aviation Act of 1958, as amended.

- Certificate Holder** In these Operations Specifications the term "certificate holder" means the holder of the certificate described in Part A paragraph A1 and any of its officers, employees, or agents used in the conduct of operations under these operations specifications.
- Class A External Loads** Class A external load is one in which the external load cannot move freely, cannot be jettisoned, and does not extend below the landing gear. Carriage of supplies in an approved cargo rack or bin or a seat affixed to the exterior of the aircraft, to be occupied by a powerline repairman or a cameraman, could be examples of a Class A external load.
- Class B External Loads** Class B is an external cargo load that can be jettisoned and is lifted free of land and/or water by a cargo hook or winch. An example of a class B load operation would be the placement of an air conditioning unit on the roof of a tall building, or a trapeze act.
- Class C External Loads** Class C is an external cargo load which can be jettisoned and remains in contact with land or water. An example is a wire stringing operation at a construction project.
- Class D External Loads** Class D is an external cargo load other than Class A, B, or C and approved on an individual basis through the issuance of Operations Specifications. An example would be an operation involving the carriage of an individual in an FAA approved personnel lifting device. Class D authorization has special considerations, especially in terms of operating rules.



1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:47 Central Day light Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 1

5. I hereby accept and receive the Operations Specifications in this paragraph.

McHann, John S. President

A handwritten signature in black ink, appearing to read "John S. McHann", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

A002-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A003. Aircraft Authorization**

**HQ Control: 01/15/2001**

**HQ Revision: 050**

The certificate holder is authorized to conduct following Class operations under the provisions of Title 14 CFR Part 133 using the aircraft listed in the following table.

Rotorcraft to be Used			
Registration Number	Aircraft M/M/S	En Route Type	Applicable Load Class(es)
N16810	BELL-206-B3	VFR	
N2196F	SCWZER-269-C	VFR	
N310CP	SCWZER-269-C	VFR	
N902CP	SCWZER-269-C	VFR	

Print Date: 8/12/2009

A003-1  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:48 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 4

5. I hereby accept and receive the Operations Specifications in this paragraph.

McHann/John S, President

A handwritten signature in black ink, appearing to read "John S. McHann", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

A003-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A004 . Summary of Special Authorizations and Limitations**

**HQ Control: 11/20/1996**

**HQ Revision: 010**

**a. The certificate holder, in accordance with the reference paragraphs, is authorized to:**

Reference Paragraphs

**b. The certificate holder is *not authorized* and *shall not* :**

	Reference Paragraphs
Use exemptions and deviations.	A005
Use an approved computer-based recordkeeping system for crewmembers and dispatchers.	A025
Conduct Class D external-load operations involving the carriage of persons.	A044
Conduct instrument flight rules (IFR) operations.	A054
Accept, handle, and carry materials regulated as Hazardous Materials (HazMat).	A055
Conduct North American Free Trade Agreement (NAFTA) Specialty Air Services (SAS) in Mexico.	N501
Conduct North American Free Trade Agreement (NAFTA) Specialty Air Services (SAS) operations in Canada.	N502
Conduct firefighting and/or forest fire management operations under the Specialty Air Services (SAS) provisions of the North American Free Trade Agreement (NAFTA) in Mexico.	N503
Conduct firefighting and/or forest fire management operations under the Specialty Air Services (SAS) provisions of the North American Free Trade Agreement (NAFTA) in Canada.	N504

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Rotorcraft External-Load Operations

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1. Issued by the Federal Aviation Administration.
2. This Waiver or Authorization is approved by direction of the Administrator.



2009.08.12 12:53:50 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

3. Date Approval is effective: 08/12/2009

Amendment Number: 1

4. I hereby accept and receive this Waiver or Authorization.

McMann, John S, President

Date: 8/12/2009

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Print Date: 8/12/2009

A004 - 2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A006. Management Personnel**

**HQ Control: 01/15/2001**

**HQ Revision: 010**

The certificate holder is authorized the following management positions. The certificate holder uses the following named personnel in the 14 CFR Part 133 management positions and required chief pilot position listed below:

Part 133 Position Title	Name	Part 133 Classes Authorized	Pilot Certificate No.	Company Equivalent Position Title
	McHann, John S.			Agent for Service
	McGowan, McGowan, Cliff	B	256880316	Chief Pilot

Print Date: 8/12/2009

A006-1  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:51 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 1

5. I hereby accept and receive the Operations Specifications in this paragraph.

McLann, John S, President

A handwritten signature in black ink, appearing to read "John S. McLann", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

A006-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A007. Other Designated Persons**

HQ Control: 12/19/2006

HQ Revision: 010

a. The following person is designated as the certificate holder's Agent for Service:

6543 Navy Road  
Millington, Tennessee 38053  
United States

b. The following personnel are designated to officially apply for and receive operations specifications for the certificate holder as indicated in Table 1. This table also designates the FAA required Chief Pilot for the Part 133 certificate holder.

**Table 1 – Designated Persons to Apply for and Receive Authorizations**

Title	Name	Parts Authorized
Chief Pilot, Part 133	McGowan, Cliff	A,D
President	McHann, John S	A,D

c. The following personnel or company email boxes are designated to receive Safety Alert for Operators (SAFO) and/or Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt of the information by a carrier or person is not required.

**Table 2 – Personnel Designated to Receive SAFOs and/or INFOs**

Name	Email Address	Telephone No.	Type of Information to Receive
Chief Pilot, Part 133	McGowan, Cliff	A,D	
President	McHann, John S	A,D	

Print Date: 8/12/2009

A007-1  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M



1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:53 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009 Amendment Number: 1
5. I hereby accept and receive the Operations Specifications in this paragraph.

McHany, John S, President

A handwritten signature in black ink, appearing to read "John S. McHany", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

A007-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A008. Operational Control**

**HQ Control: 04/29/1998**

**HQ Revision: 010**

The system described or referenced in this paragraph is used by the certificate holder to provide operational control of flight operations.

*All flights conducted by Southern Helicopter Leasing, LLC lift aircraft will adhere to one of the following flight locating procedures:*

*1. Advise Southern Helicopter Leasing, LLC office personnel with the following information:*

- a. Time of takeoff and destination*
- b. Estimated time enroute*
- c. Aircraft identification*
- d. Number of persons on-board*
- e. Fuel on board*
- f. Arrival at destination*

*2. File a FAA flight plan with the nearest FSS by telephone, or if in the air to the nearest FSS via aircraft radio.*

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:54 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009 Amendment Number: 1
5. I hereby accept and receive the Operations Specifications in this paragraph.

McHann, John S, President

A handwritten signature in black ink, appearing to read "John S. McHann", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

A008-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**A447. Emergency Airworthiness Directives (EAD) Notification Requirements**      **HQ Control: 01/16/2003**  
**HQ Revision: 000**

- a. The owner or operator of the aircraft identified in the certificate holder or operator's aircraft listing is primarily responsible for maintaining that aircraft in an airworthy condition as required by 14 CFR §91.403(a) and Part 39. OpSpec A447 paragraph establishes emergency AD notification for Part 133 operators. Part 133 operators are asked to use a mailing address for official notification and there is no receipt to Aircraft Certification (AIR) required.
- b. The following person/organization is designated as the certificate holder's AD Notification Representative for notice of EmergencyADs and in the notification address so indicated in subparagraph b(1):

(1) Designated person/organization for Emergency AD notification:

Person/Organization Name	Phone Number (24-hour when possible)	Mailing Address
No system data	No system data	No system data

- (2) To expedite notification, air carrier may opt to access the web site and print a copy of the AD. All ADs are posted on the internet at <http://www.airweb.faa.gov/rgl>.
- c. To maintain the currency of this operations specification, if any of the information contained in subparagraph b above changes, the certificate holder shall amend the operations specification in accordance with 14 CFR §119.51(c).

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:53:56 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 1

5. I hereby accept and receive the Operations Specifications in this paragraph.

McHann, John S, President

A handwritten signature in black ink, appearing to read "John S. McHann".

Date: 8/12/2009

Print Date: 8/12/2009

A447-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

**D085. Aircraft Listing**

HQ Control: 01/15/2001

HQ Revision: 000

The certificate holder is authorized to conduct operations under 14 CFR Part 133 using the aircraft identified on this operations specification.

Registration No.	Serial No.	Aircraft M/M/S
N16810	2231	BELL-206-B3
N2196F	s1647	SCWZER-269-C
N310CP	S1310	SCWZER-269-C
N902CP	S1715	SCWZER-269-C

Print Date: 8/12/2009

D085-1  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2009.08.12 12:34:08 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

4. Date Approval is effective: 08/12/2009

Amendment Number: 5

5. I hereby accept and receive the Operations Specifications in this paragraph.

McHann, John S, President

A handwritten signature in black ink, appearing to read "John S. McHann", written over a horizontal line.

Date: 8/12/2009

Print Date: 8/12/2009

D085-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NL092M



14 CFR Part 137 Agricultural Aircraft Operations

Aircraft Authorization

1. The certificate holder is authorized to conduct Agricultural Aircraft Operations under the provisions of Title 14 CFR Part 137 using the certificated and airworthy aircraft equipped for agricultural operations that are listed in the following table .

Table 1

Aircraft Approved for Agricultural Operations	
Registration Number	Aircraft Make/Model/Series
N16810	BELL-206-B3
N2196F	SCWZER-269-C
N310CP	SCWZER-269-C
N902CP	SCWZER-269-C

2. All aircraft shall be equipped with a suitable and properly installed shoulder harness for use by each pilot. No person may operate an aircraft in operations conducted under 14 CFR Part 137 without a safety belt and shoulder harness properly secured about that person except that the shoulder harness need not be fastened if that person would be unable to perform required duties with the shoulder harness fastened .

HQ Control: 04/21/2005

HQ Revision: 000

Print Date: 8/12/2009

A003-I  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NG092M





U.S. Department  
of Transportation  
Federal Aviation  
Administration

14 CFR Part 137 Agricultural Aircraft Operations

**This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.**



2009.08.12 13:31:51 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Greg S Maury

Date Approval is effective : 08/12/2009  
Number : 1

Amendment

I hereby accept and receive this Authorization.

McHann, John S., President

Date : 8/12/2009

Print Date: 8/12/2009

A003-2  
SOUTHERN HELICOPTER  
LEASING LLC

Certificate No.: Z5NG092M

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & A HEAT REACTIVE THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

98819 / M 50374-C



Dyersburg, TN 38025-0370



64-305  
611

45033973

OFFICIAL CHECK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
PO BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: WACHOVIA BANK, N.A., BUFORD, GA

1/25/2010

\$ 5,000.00

PAY Five Thousand and 00/100ths Dollars\*\*\*\*\*

TO STATE OF WEST VIRGINIA  
THE ORDER  
OF RE: IN LIEU OF BID BOND

DRAWER: First Citizens National Bank

*Natalie K...*  
RUB HERE  
CO  
TRADES WITH LIGHT

⑈ 4 5033973 ⑈

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Southern Helicopter Leasing Signed: [Signature]

Date: 1/26/10 Title: General Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

No Vendor Preference is Requested

RFQ No. AGR1011

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Southern Helicopter Leasing LLC

Authorized Signature: *Mich Jordan* Date: 1/26/10

State of Tennessee

County of Shelby, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of January, 2010

My Commission expires 12-12-, 2012

**AFFIX SEAL HERE**

NOTARY PUBLIC *Becca Ping*

