



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

State of West Virginia
 Request for Quotation

DUE 2/12/15

Proc Folder: 67703

Doc Description: Aerial Application for Black Fly Control

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-01-15	2015-02-12 13:30:00	CRFQ 1400 AGR1500000010	1

BID RECEIVING LOCATION

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

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

SUMMIT HELICOPTERS, INC
 P O BOX 39
 CLOVERDALE, VA 24077
 540-992-5500

*02/12/15 09:38:19
 WV Purchasing Division*

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

Carl D. Wilko

FEIN #

54-1156923

DATE

2/10/2015

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2212 AGRICULTURE DEPARTMENT OF PLANT INDUSTRIES DIVISION 275 GUS R DOUGLAS LN, BLDG 6 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Aerial application for black fly control	9000 gal	gal	\$ 95 ¹⁰	\$ 861,300 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
70151502			

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE FOR 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, PER THE ATTACHED SPECIFICATIONS.

LINE NUMBER 1- Aerial application for black fly control

AGR150000010	Document Phase Final	Document Description Aerial Application for Black F ly Control	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 5, 2015 at 5:00pm

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

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- ✓ 6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 12, 2015 at 1:30pm
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to ³ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed ³⁶ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 65% of the amount of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

Commercial General Liability Insurance: In the amount of \$250,000
_____ or more.

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

FAA Medical Certificate

WV Pesticide Application Business License

Commercial Pilot Certificates and Limitations for each pilot

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

SUMMIT HELICOPTERS, INC.

(Company)

Carl N. Milko

Carl N. Milko President

(Authorized Signature) (Representative Name, Title)

540-992-5500 FAX 540-992-5503 2/10/2015

(Phone Number) (Fax Number) (Date)

**STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE
CONTRACT SPECIFICATIONS
2015 BLACK FLY CONTROL PROGRAM**

**REC'D
WVDA ASD DEC 4 - 2014**

SECTION 1. PURPOSE

1.1 INTRODUCTION -This contract is for the aerial application of *Bti* (*Bacillus thuringiensis israelensis*) 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*, through direct purchase from the manufacturer, and all associated aspects of application, including scouting trip(s) to determine hazards prior to the 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.

Payments are based on the gallons of concentrate sprayed (*Bti* only; no provisions for dilution water are included).

The streams currently identified for treatment include the New River both above and below the Bluestone Dam, the Greenbrier River from Clover Lick to Hinton, and the lower twelve (12) miles of the Bluestone River.

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 interstate highways 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 regarding 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 17 application sites on the New River, 109 on the Greenbrier River, and 13 on the Bluestone River, for a total of 139 sites. 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.

The implementation of the National Pollution Discharge Elimination System (NPDES) has the potential to affect the black fly suppression program. Please note that WVDA has little control over this process and can make no guarantees that the program will be able to treat the above number of sites during the 2015 season.

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 that have tools, equipment, and spare parts for the make and type of aircraft specified in this proposal will be considered. Applicators 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. Applicators must qualify under all Federal Aviation Regulations, currently be certified for agricultural aircraft operations, and have at least two (2) experienced pilots with a minimum of one (1) season of black-fly-suppression and two (2) seasons of low level agricultural spraying experience within the last ten (10) years available throughout the suppression season.

1.4 SCOPE OF AGREEMENT -It is the purpose and intent of this contract to provide specifications for the following: aircraft, *Bti*, application equipment, 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 ten (10) days of notice of award. The treatment period is expected to begin in March or April and to continue through mid-October. Each treatment station is expected to receive approximately 18-20 applications during the course of the spray season. The exact dates of application cannot be provided in advance as they are extremely dependent upon water temperature, larval abundance, 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 and is affected by weather. 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 2014 application program. (It should be noted that 2014 was an unusually dry spray season, with a delayed start; 2012 data (Table 1-1a) reflect a more typical year.)

Table 1-1:**2014 Black Fly Control Program Summary****Gallons of *Bti* Applied**

Spray Date	Upper New	Lower New	Bluestone	Greenbrier	Total (gal.)
4/17/2014	89	193	26	398	706
5/5/2014	78	171	20	150	419
5/22/2014	75	146	26	374	621
6/2/2014	118	172	8.7	228	526.7
6/11/2014	120	161	9.6	273	563.6
6/19/2014	93	131	6.4	107.6	338
6/27/2014	84	115	9.2	87.6	295.8
7/7/2014	96	124	3.1	12.5	(below)
7/8/2014*				37.4	273
7/16/2014	80	106	2.9	53.2	242.1
7/25/2014	91	106	4.9	68.3	270.2
8/4/2014	88	88	13	62	251
8/14/2014	87	184	26	90.1	387.1
8/25/2014	116	167	26	94.9	403.9
9/3/2014	74	106	8.2	45.7	233.9
9/12/2014	125	178	6.6	56.6	366.2
9/23/2014	86	97	7.8	36.8	227.6
10/6/2014	64	81	4.6	26.6	176.2
TOTALS:	1564	2326	209	2202.3	6,301.3

Table 1-1a:

2012 Black Fly Control Program Summary

Gallons of *Bti* Applied

Spray Date	Upper New	Lower New	Bluestone	Greenbrier	Total (gal.)
4/2/2012	80	169	18	329	596
4/16/2012	120	132	13	231	496
5/3/2012	103	159	18	440	720
5/17/2012	118	167	16	463	764
5/30/2012	95	135	13	385	628
6/11/2012	144	181	7.2	139.6	471.8
6/22/2012	119	187	5.2	82.3	393.5
6/29/2012	80	115	3	73.9	271.9
7/9/2012	80	106	3.9	53.1	243
7/17/2012	176	178	6.5	79.9	440.4
7/25/2012	106	106	13	86.3	311.3
8/1/2012	102	97	4.8	213	416.8
8/8/2012	86	129	7.2	303	525.2
8/16/2012	88	90	13	74	265
8/28/2012	82	88	2.3	74.7	247
9/7/2012	130	95	10.8	160.2	396
9/19/2012	85	165	28	387	665
10/1/2012	72				(below)
10/3/2012*		169	26	220	487
TOTALS:	1866	2468	208.9	3795	8,337.9

NOTE: "Upper New" refers to the New River between the Virginia/West Virginia border and Bluestone Lake; "Lower New" refers to the New River between Bluestone Lake and I-64; "Bluestone" refers to the lower 12 miles of the Bluestone River; "Greenbrier" refers to the Greenbrier River from Cover Lick to the confluence with the New River at Hinton; "*" refers to continuation of a treatment not completed on the day begun due to weather or mechanical complications.

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 *directly* 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 2015 spray season, all *Bti* must be manufactured after Oct. 1, 2014).

Documentation of this fact must be provided by the contractor. The contractor assumes full responsibility for the handling, storage, security, and 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 industry standard *Bti* formulation is:

Vectobac-12AS, EPA Registration 275-66

Vectobac *Bti* vendor:

Jim Andrews (jim.andrews@valent.com)
Valent Biosciences (www.valentbiosciences.com)
Telephone: (910) 547-8070
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. 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 across the stream or even by making a few short sprays passes parallel to the stream's direction of flow.

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. Excessive flow rate at any site may cause postponement of the application until the water has receded to a lower level, or cancellation of application.

All spraying will be done during daylight hours. Spraying will begin no earlier than 30 minutes after sunrise and end no later than 30 minutes prior to sunset. Acceptable spray conditions (weather) are limited mainly by factors that would affect safe flying or cause deposition of material off target areas.

2.4 ESTIMATED INSECTICIDE VOLUMES -Prior to 2009, volumes were calculated using 50th percentile flows (half the time the flow is greater and half the time the flow is less) for the rivers to be treated. However, due to a strong flow gradient through Pocahontas and Greenbrier Counties, average Greenbrier River flow was determined by using 85 percent of the flow at the Alderson gage. Below Alderson, the flow is typically greater; however, the flow may be as much as 70 percent lower at the Buckeye gage, and presumably lower than that above Buckeye. Flows were checked only on the days when sprays were conducted. Historical flow data may be obtained from the USGS at <http://waterdata.usgs.gov/wv/nwis/rt>.

The actual volumes of *Bti* applied during the past fourteen (14) years of the Black Fly Program are shown on Table 2-1, and Table 2-2 shows monthly application rates for 2014.

Table 2-1: Annual spray totals, WVDA Black Fly Control Program.

Year	Annual <i>Bti</i> Totals (gal.)
2001	5,107.4
2002	5,480.7
2003	6,313.7
2004	4,485
2005	7,170.4
2006	9,130.25
2007	7,882.5
2008	7,491.7
2009*	10,337.1
2010*	8,665.3
2011*	9,251.7
2012*	8,337.9
2013*	10,385.7
2014*	6,301.3

*Includes expanded area on the Greenbrier River. • Indicates an unusually wet year with high river flows.

Table 2-2: Monthly spray summary, 2014 WVDA Black Fly Control Program.

Month	Total Gallons <i>Bti</i>	Number of Applications
April	706	1
May	1040	2
June	1724.1	4
July	785.3	3
August	1042	3
September	827.7	3
October	176.2	1
Totals:	6301.3	17

2.5 PERSONNEL

(A) **APPLICATOR'S PROJECT SUPERVISOR** -The applicator shall designate one person to act as the *on-site* Applicator's Project Supervisor (APS) and supply WVDA with APS name and contact information. This person shall be 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 one (1) season of *Bti* application experience specifically for the control of black flies and two (2) seasons of low-level agricultural spraying experience within the past ten (10) years. Any pilot-in-training must accompany an experienced pilot on four (4) full spray days as an observer prior to doing actual spraying, then may make *Bti* applications only with an experienced pilot on board until the listed minimum qualifications are met.

All spray pilots must meet or exceed all the following minimum requirements:

Total All Aircraft	500 Hours
Type of Aircraft to be Used in Contract	150 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 and terrain with loads similar to an average spray load.

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 and associated pumps and spray apparatus. 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 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.

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.

2.6 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

Every aircraft furnished for this contract shall be properly licensed under regulations of the Federal Aviation Administration. All aircraft must be powered by turbine engines. Aircraft shall be clean inside and outside and shall fully comply with FAA directives and specifications and to any pertinent laws and regulations of the State of West Virginia. Helicopters with less than 260 horsepower are unacceptable.

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 fifty (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.

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. 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.

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. 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 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. One truck must be available with a hydraulic tailgate or other means of loading extra barrels if the day's *Bti* total exceeds the storage tank's capacity.

(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 twenty-five (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. The tank must hold a minimum of 800 gallons.

(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 thirty (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 certified¹ 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.

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.

¹ Certified through the WV Department of Labor, Weights and Measures Section: (304) 722-0602.

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 that 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 Resort State Park has provided storage for *Bti*. This location has also been used as a loading site.

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 enough aircraft fuel to supply the helicopter for the entire day, which must be available at each loading site. 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 shutdown.

(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.

(F) **PILOT RESPONSIBILITY** -When in flight, the pilot is responsible at all times for the safety of the helicopter and personnel. The Department will not require flying in fog, dense smoke, or in any other

adverse condition that a prudent pilot would consider unsafe. It is mutually understood and agreed that the successful vendor will not be required to land at any site which an expert pilot would consider unsafe. During the spraying, the pilot is permitted to take a short break between loads whenever desired. Recommended rest periods are found in the following paragraph. It is recommended that the same pilot/pilots work the same area *throughout* the contract for increased project efficiency and safety.

1) The pilot shall take all necessary precautions to prevent discharge of the *Bti* on people in or along the river. If there are people within the treatment site, the pilot shall employ any/all of the following tactics to prevent human contact with the pesticide:

a) use a public announcement system to warn people of the intent to spray (content of the announcement will be provided by the Program Coordinator) and either allow river users time to move; or,

b) move the spray transect slightly upstream or downstream based on anticipated drift; or,

c) hover above the site until all boats/rafts have cleared the area; or,

d) treat nearby sites, and return to the site after the area has been cleared.

2) The pilot is responsible for the proper loading of the aircraft. Loading will be under his/her direction and will be inspected by him/her before takeoff. The tanker weight will not exceed the maximum gross weight specified by the manufacturer under standard category. The pilot shall compensate for altitude, temperature, landing site conditions, and any adverse flying conditions.

3) The pilot will assure that the aircraft windshields or bubble is kept clean.

(G) FLIGHT DUTY/GROUND DUTY LIMITATIONS -Maximum flight time² is limited to seven (7) hours per day. This *must* be broken into two (2) segments separated by a rest period of at least thirty minutes 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 and crew members are to have at least ten (10) consecutive hours off duty prior to the start of each application day.

(H) INSPECTION -Department personnel may inspect the contractor's aircraft to determine if the equipment offered meets the Contract Specifications. If this action is deemed necessary, a qualified aircraft inspector will be provided by the Department. 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

² 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.

scheduled start of spraying. WVDA personnel from the Regulatory and Environmental Affairs Division may also accompany the ground crew for the purpose of assuring compliance with pesticide application and safety regulations.

(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 or to test the effectiveness of a new biocide product. (In the event that this is necessary, the contractor will be compensated for any such experimental work at the contractual rate.)

(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.

(M) CONTRACTOR LOCATION - The Contractor's base of operations must be within a ten (10) hour drive, as determined by MapQuest, of Pipestem Resort State Park in Pipestem, WV.

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.

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 forty-eight (48) hours will be given to report for subsequent spraying operations. Failure to arrive on the day specified will be assessed against the amount due the contractor at the rate of \$1,500.00 per day. 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 specified 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 against the amount due the contractor at the rate of three hundred (\$300.00) dollars per spray day.

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. The contractor will be liable for all aspects of cleanup and containment should an incident occur.

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, 2015 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.

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 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 BONDS -A Bid Bond in the amount of five percent (5%) of the total amount of the bid, payable to the State of West Virginia, shall be submitted with each bid. The successful bidder shall also furnish a Performance Bond for sixty-five percent (65%) of the amount of the contract. The West Virginia Attorney General's Office requires this bond to be submitted before the contract can be awarded. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the State of West Virginia. A letter of credit submitted in lieu of a Performance/Labor/Material Bond will only be allowed for projects under \$100,000.00. Personal or business checks are not acceptable in lieu of the bid bond or Performance/Labor/Material 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 black-fly experience, FAA medical certificate, class and date of examination, copy of WV Pesticide Application Business license. The above information will also be provided for pilots in training, once identified, prior to flight time.

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 and shall not be allowed to subcontract any work or services under this contract to any other person, company, corporation, firm, organization, or agency.

5.10 BID FORMAT – See attached pricing page.

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.

Contractors are advised that the actual flows encountered in the spray program may be considerably less than the 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

SUMMIT HELICOPTERS, INC.
P O BOX 39
CLOVERDALE, VA 24077
540-992-5500 540-992-5503 FAX

Pricing Page

Estimated spray-season totals for 2015. Actual number of applications and gallons of Bti to be applied will vary based on agency needs.

Estimated Application Season	Estimated Total Number of Applications	Estimated Annual Total Gallons of Bti Applied	Fixed Cost per Gallon Applied	Extended Cost
March-October 2015	19	9000	\$ 95 ⁷⁰	\$ 861,300 ⁰⁰

Example: 9,000 gallons X cost per gallon applied = Extended Cost

Amount of Bti to be distributed varies due to water flow and larval development – there is no way to accurately predict this. Cost is to be calculated on a price per gallon applied (material furnished by the applicator). The contract is open end.

A summary report for the 2014 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:

$$\text{water flow (in ft.}^3\text{/ second)} / 200 = \text{Bti required (in gal.)}$$

For instance, the water flow at a given site is 4400 ft.³/ second:

$$4400 \text{ ft.}^3\text{/ second} / 200 = 22 \text{ gal. Bti}$$

Estimated gallons Bti required to treat New River (from WV border to Sandstone), based on 2014.

Spray Season	Number of Sites (Avg.)	Avg. Flow (ft ³ /sec.)	Avg. Bti Volume (gal.) per site	Number of Applications	Total Bti (gal.)
Totals:	14	3260	16.3 gal.	17	3890

Estimated gallons Bti required to treat Greenbrier River (Clover Lick to Hinton), based on 2014*.

Spray Season	Number of Sites (Avg.)	Avg. Flow (ft ³ /sec.)	Avg. Bti Volume (gal.) per site	Number of Applications	Total Bti (gal.)
Totals:	114	220	1.1 gal.	17	2202

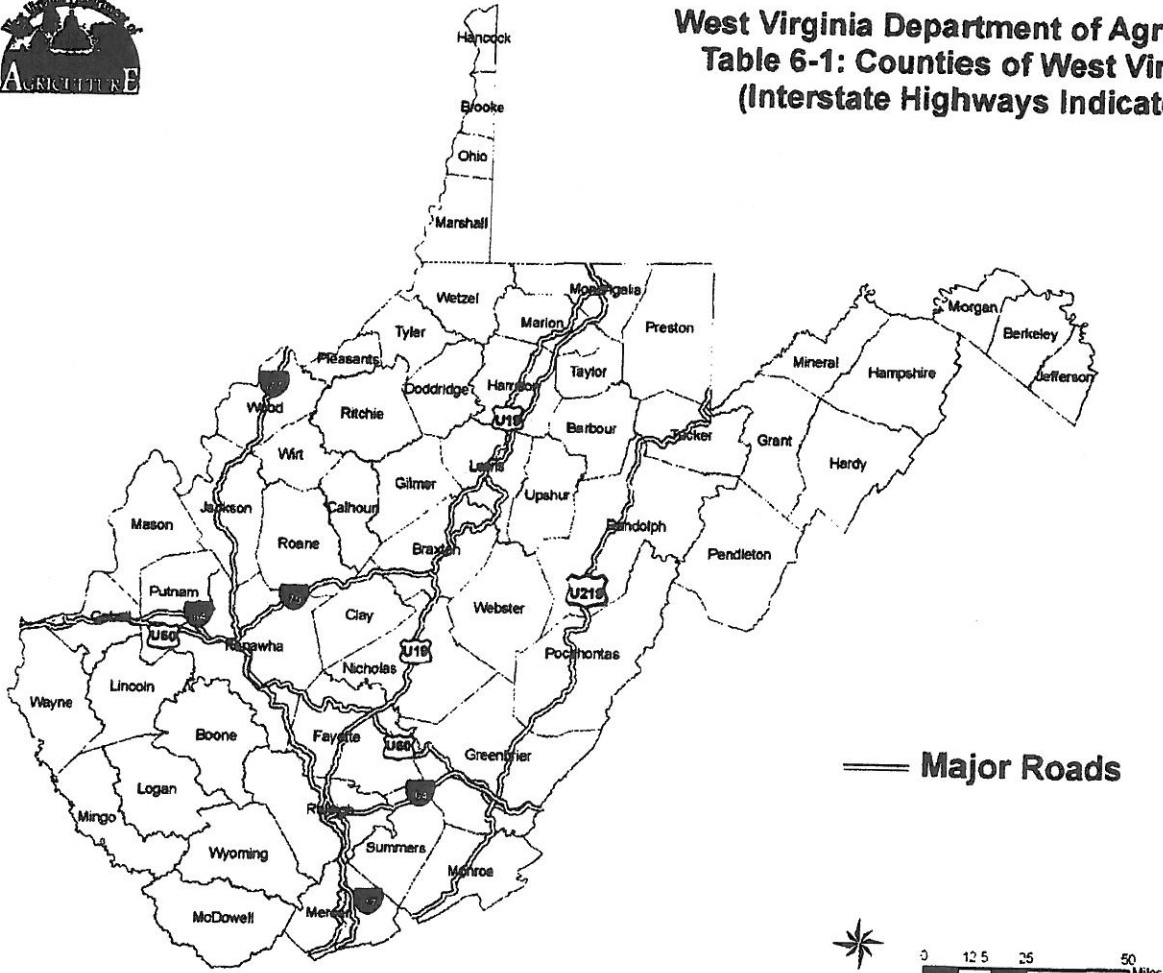
*particularly low-flow year for the Greenbrier River

Estimated gallons Bti required to treat Bluestone River (lower 12 miles), based on 2014.

Spray Season	Number of Sites (Avg.)	Avg. Flow (ft ³ /sec.)	Avg. Bti Volume (gal.) per site	Number of Applications	Total Bti (gal.)
Totals:	12	200	1.0 gal.	17	209

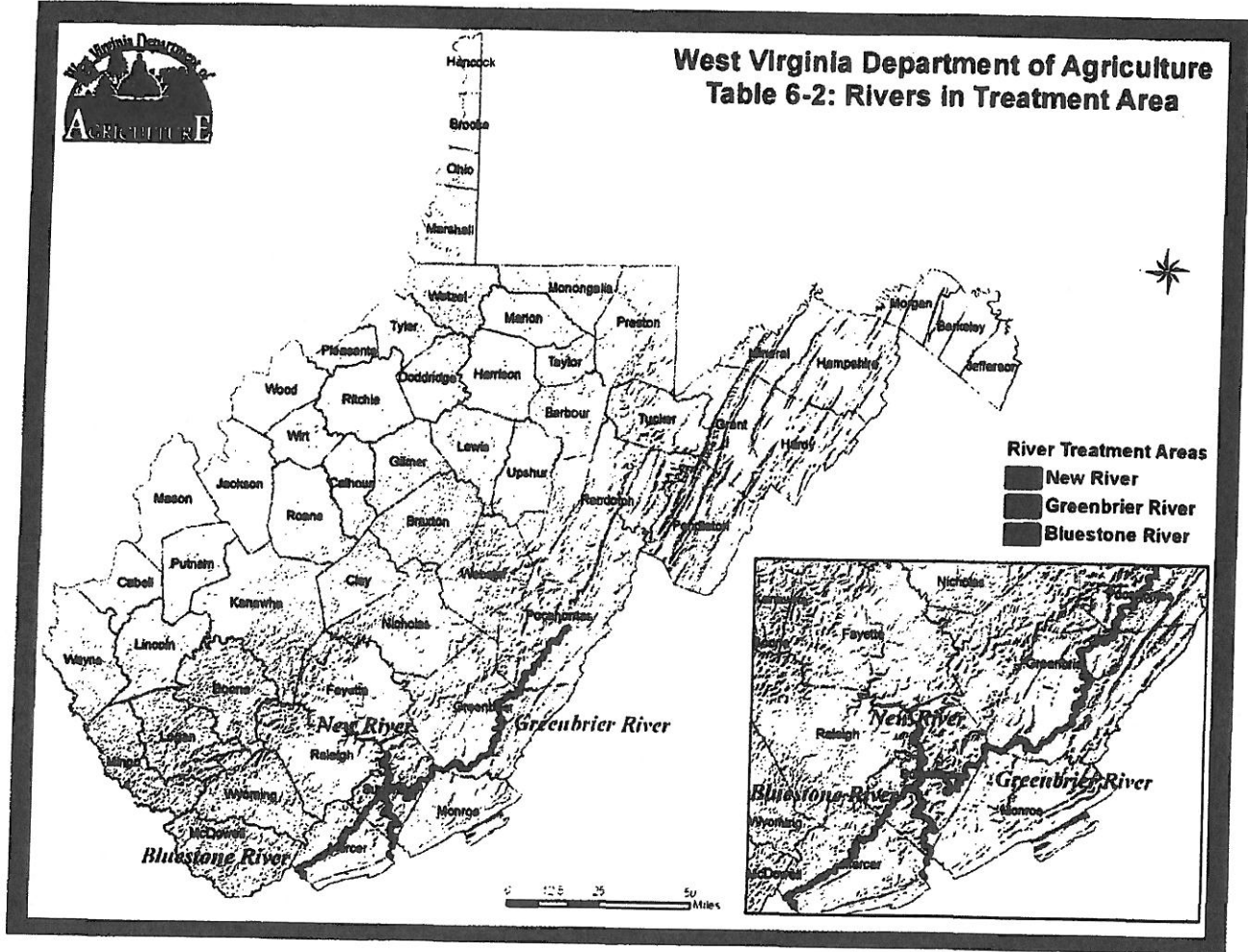


West Virginia Department of Agriculture
Table 6-1: Counties of West Virginia
(Interstate Highways Indicated)





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



STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:
Summit Helicopters, Inc.
P O Box 39
Cloverdale VA 24077

Categories of Operation:

- | | |
|---------------------------------------|-------------------------------|
| 3 - Forest Pest Control | 6 - Aquatic Pest Control |
| 7 - Right-of-Way/Industrial Weed | 11 - Demonstration & Research |
| 12 - Pesticide Storage & Distribution | 14 - Aerial |

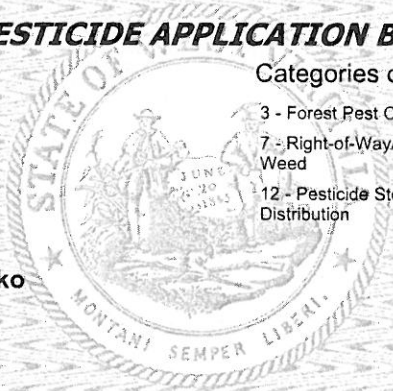
Qualifying Individual: **Carl N. Milko**

License No: **0342**
Plants ID: **000AMG**
Date Issued: **12/18/2014**
Expiration Date: **12/31/2015**

Commissioner of Agriculture


SIGNATURE

NOT
TRANSFERABLE



SUMMIT HELICOPTERS INC
APPLICATION AIRCRAFT

REGISTRATION #	MAKE & MODEL	SPRAY SYSTEM	TANK CAP
1 N3324F	HILLER 12ET	SIMPLEX	130 GALLONS
2 N4034Z	HILLER 12ET	SIMPLEX	130 GALLONS
3 N535HA	HILLER 12ET	SIMPLEX	130 GALLONS
4 N6006K	HILLER 12ET	SIMPLEX	130 GALLONS
5 N6032E	HILLER 12ET	SIMPLEX	130 GALLONS
6 N9749C	HILLER 12ET	SIMPLEX	130 GALLONS
7 N94AP	HILLER 12ET	SIMPLEX	130 GALLONS
8 N9785C	HILLER 12ET	SIMPLEX	130 GALLONS

REGISTRATION #	MAKE & MODEL	SPRAY SYSTEM	TANK CAP
1 N206BE	BELL 205B	ISOLAIR	130 GALLONS
2 N88LH	BELL 205B	ISOLAIR	130 GALLONS
3 N59479	BELL 205B	ISOLAIR	130 GALLONS

REGISTRATION #	MAKE & MODEL	SPRAY SYSTEM	TANK CAP
1 N6344D	BELL L4	SIMPLEX	140 GALLONS
2 N71HM	BELL L4	SIMPLEX	140 GALLONS

SUMMIT HELICOPTERS, INC
BLACK FLY APPLICATION PILOTS

PILOTS	PILOTS LIC NUMBER	LIMITATIONS	WV CHEM LIC #	FLT HRS AS PIC	YEARS EXPERIENCE WITH FORESTRY APP	PREVIOUS BLACK FLY APP EXPERIENCE	MEDICAL/DATE
CARLTON, JIM	1990855	GLASSES	C04365	14,200	42 YEARS	YES	CLASS 11 1/19/15
SANFORD, ART	2170687	GLASSES	C03767	11,500	19 YEARS	YES	CLASS 11 11/6/14
REED, JOHN	3106071	GLASSES	C03803	9,750	20 YEARS	YES	CLASS 11 4/9/14
MANUEL, ADRIAN	3424089	NONE	C06418	2,200	3 YEARS	NO	CLASS 11 5/12/14

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Summit Helicopters, Inc.
of P. O. Box 38, Cloverdale, VA 24077, as Principal, and Hartford Fire Insurance Company
of One Hartford Plaza, Hartford, CT 06155, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Hartford, CT as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of 5% of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Aerial Application for Black Fly Control - Solicitation No.: CRFQ 1400 AGR150000010; as per
attached bid.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) if said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblgee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 12th day of February, 2015.

Principal Seal

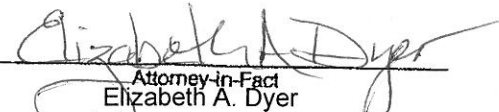
Summit Helicopters, Inc.
(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

Hartford Fire Insurance Company
(Name of Surety)



Attorney-in-Fact
Elizabeth A. Dyer

**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-731609

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Wyatt H. Walton, Cynthia Ellinwood, Elizabeth A. Dyer, Joseph C. Thomas Jr.

of

Roanoke, VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *February 12, 2015*.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. N/A Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. N/A Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. N/A Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. N/A Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. N/A Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. N/A Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. N/A Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

