



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 12



General Information

Contact

Default Values

Discount


Document Information

Procurement Folder: 747707

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0215

Vendor ID: VS000005976 

SO Doc ID: AVN210000001

Legal Name: Uniflight, LLC

Published Date: 7/14/20

Alias/DBA: Uniflight West Penn

Close Date: 7/28/20



Total Bid: \$91,506.98

Close Time: 13:30

Response Date: 07/28/2020 

Status: Closed

Response Time: 8:54

Solicitation Description: ADDENDUM 1 - MAINTENANCE
AND REPAIR FOR WV 


Total of Header Attachments: 12

Total of All Attachments: 12



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 747707

Solicitation Description : ADDENDUM 1 - MAINTENANCE AND REPAIR FOR WV HELICOPTERS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-28 13:30:00	SR 0215 ESR07282000000000445	1

VENDOR
VS0000005976 Uniflight, LLC Uniflight West Penn

Solicitation Number: CRFQ 0215 AVN2100000001

Total Bid : \$91,506.98

Response Date: 2020-07-28

Response Time: 08:54:21

Comments:

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature on File **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	1.00000	EA	\$91,506.980000	\$91,506.98

Comm Code	Manufacturer	Specification	Model #
78181802			

Extended Description :	<p>Vendors: Please download Exhibit A - Pricing page and include with your bid. If bidding online, include a copy of the Exhibit A Pricing Page and enter the Total Bid Amount in the commodity line of wvOasis</p>
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Comments: The response to Delivery Days as "2" refers back to individual line items per Exhibit A.



A Textron Company

3255 Bell Flight Blvd
Fort Worth, Texas 76118

March 13, 2020

Uniflight Global, LLC
Attn. Mr. Michael Topa
2617 Aviation Pkwy
Grand Prairie, TX 76052

Re: CSF Agreement Extension – Uniflight Global, LLC

Dear Mr. Michael Topa:

Your Customer Service Facility (CSF) renewal application has been approved. Because of the current revisions being made to the CSF agreement, your CSF Agreement is hereby extended through July 31, 2020. This agreement shall remain in full force under the same terms and conditions through that date.

This message serves as an amendment to our CSF Agreement and is hereby incorporated therein.

If you have any questions or concerns, please do not hesitate to contact Krissy Morrison, Regional Contracts Manager, or Denise Bollom, your CSF Network Manager.

Very Best Regards,

Andrea Satterfield
Contracts Manager

CUSTOMER SERVICE FACILITY



UNIFLIGHT, LLC

Grand Prairie, Texas

Has satisfactorily met all specified requirements to qualify as a Bell Approved Independent Customer Service Facility for the following Bell helicopters:

Listed Products

Field Maintenance: 204 / 205 / 206A / 206B / 206L / 212 / 407 / 412 / 430
Component Overhaul: 204 / 205 / 206A / 206B / 206L / 212 / 407 / 412 / 430



SUSAN GRIFFIN
Executive Vice President, Commercial Business



Effective: February 1, 2018

Expires: July 31, 2020

Revised: March 15, 2020



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

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

Proc Folder: 747707

Doc Description: ADDENDUM 1 - MAINTENANCE AND REPAIR FOR WV HELICOPTERS

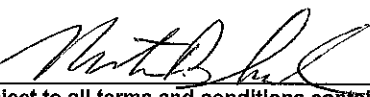
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-14	2020-07-28 13:30:00	CRFQ 0215 AVN2100000001	2

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

VENDOR
 Vendor Name, Address and Telephone Number:
 Uniflight Global
 627 Airport Rd.
 Rostraver Twp., PA 15012
 (724)623-0082

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X  FEIN # 11-3835944 DATE 07/28/2020

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

ADDITIONAL INFORMATION

Addendum 1 issued for the following reason:

1. To change the buyer contact information to Linda B. Harper, 304-558-0468, email: Linda.B.Harper@wv.gov

No other changes

INVOICE TO:		SHIP TO:	
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV25305-0121 US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	1.00000	EA	\$91,506.98	\$91,506.98

Comm Code	Manufacturer	Specification	Model #
78181802	BELL	Helicopter MAINTENANCE	206 / 407

Extended Description :

Vendors:
Please download Exhibit A - Pricing page and include with your bid. If bidding online, include a copy of the Exhibit A Pricing Page and enter the Total Bid Amount in the commodity line of wvOasis

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 p.m.	2020-07-21

AVN2100000001	Document Phase Final	Document Description ADDENDUM 1 - MAINTENANCE AND REPAIR FOR WV HELICOPTERS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

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

Proc Folder: 747707

Doc Description: MAINTENANCE AND REPAIR FOR (5) STATE OF WV HELICOPTERS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-14	2020-07-28 13:30:00	CRFQ 0215 AVN2100000001	1

BID RECEIVING LOCATION


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

VENDOR

Vendor Name, Address and Telephone Number:
 Unflight Global
 627 Airport Rd.
 Rostraver Twp., PA 15012
 (724)823-0082

FOR INFORMATION CONTACT THE BUYER

Karen LeAnne Neccuzi
 (304) 356-2422
 leanne.k.neccuzi@wv.gov

Signature X  FEIN # 11-3835944 DATE 07/28/2020

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The West Virginia Aviation Division is soliciting bids from qualified vendors to establish an "Open-End" contract for Helicopter Maintenance and Repair per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
ACCOUNTING SECTION		DEPARTMENT OF ADMINISTRATION	
DEPARTMENT OF ADMINISTRATION		AVIATION DIVISION	
2019 WASHINGTON ST E		502 EAGLE MOUNTAIN RD	
PO BOX 50121			
CHARLESTON	WV25305-0121	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	1.00000	EA	<i>\$ 91,506.98</i>	<i>\$ 91,506.98</i>

Comm Code	Manufacturer	Specification	Model #
78181802	<i>BELL</i>	<i>Helicopter Maintenance</i>	<i>206/407</i>

Extended Description :
Vendors:
 Please download Exhibit A - Pricing page and include with your bid. If bidding online, include a copy of the Exhibit A Pricing Page and enter the Total Bid Amount in the commodity line of wvOasis

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 p.m.	2020-07-21

AVN2100000001	Document Phase Final	Document Description MAINTENANCE AND REPAIR FOR (5) STATE OF WV HELICOPTERS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25306-0130

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

Proc Folder: 747707

Doc Description: ADDENDUM 1 - MAINTENANCE AND REPAIR FOR WV HELICOPTERS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-14	2020-07-28 13:30:00	CRFQ 0215 AVN2100000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Uniflight Global
 627 Airport Rd.
 Rostraver Twp., PA, 15012
 (724)823-0082

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 11-3835944

DATE 07/28/2020

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



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

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

Proc Folder: 747707

Doc Description: ADDENDUM 1 - MAINTENANCE AND REPAIR FOR WV HELICOPTERS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-14	2020-07-28 13:30:00	CRFQ 0215 AVN2100000001	2

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

VENDOR
 Vendor Name, Address and Telephone Number:
 Uniflight Global
 627 Airport Rd.
 Rostraver Twp., PA 15012
 (724)723-0082

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0488
 linda.b.harper@wv.gov

Signature X  FEIN # 11-3835944 DATE 07/28/2020

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

ADDITIONAL INFORMATION

Addendum 1 issued for the following reason:

1. To change the buyer contact information to Linda B. Harper, 304-558-0468, email: Linda.B.Harper@wv.gov

No other changes

INVOICE TO		SHIP TO	
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV25305-0121 US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	1.00000	EA	\$ 91,506.98	\$ 91,506.98

Comm Code	Manufacturer	Specification	Model #
78181802	BELL	Helicopter MAINTENANCE	206/407

Extended Description :

Vendors:

Please download Exhibit A - Pricing page and include with your bid. If bidding online, include a copy of the Exhibit A Pricing Page and enter the Total Bid Amount in the commodity line of wvOasis

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 p.m.	2020-07-21

SOLICITATION NUMBER: AVN2100000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum 1 issued for the following reason:

1. To change the buyer contact information to Linda B. Harper, 304-558-0468, email: Linda.B.Harper@wv.gov

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AVN2100000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Uniflight LLC
Company


Authorized Signature

7-28-2020
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Aerospace Medicine
Drug Abatement Division
800 Independence Ave., S.W.
Washington, D.C. 20591

January 24, 2018

James Noel
General Manager
Uniflight, LLC
P. O. Box 540335
Grand Prairie, TX 75054

Dear Mr. Noel:

We have processed your program registration renewal and a copy is enclosed. Your Registration number, **CONN471C**, has not changed.

Your program registration includes the following certificated repair stations or locations:

	Name	Certificate #	Location
1	Uniflight, LLC	3UWR890B	Belle Vernon, PA
2	Uniflight, LLC	UNFR783K	Grand Prairie, TX

Please note that your registration will **expire on January 24, 2021** and we request that you submit a Renewed Registration prior to the date.

If you have any questions, please contact our office at (202) 267-8442 or drugabatement@faa.gov.

Sincerely,



Margie Rustin
Manager, Program Administration Branch
Drug Abatement Division

Enclosure

FAA DRUG AND ALCOHOL TESTING PROGRAM REGISTRATION (sample form)

(Document is located at: http://www.faa.gov/about/office_org/headquarters_offices/avs/offices/aam/drug_alcohol/startling/media/RegistrationForm.pdf)

Check one: New Registration Registration Renewal (CONN 471C) Registration Amendment (CONN _____)

Type of Company: Contractor (If you are a part 145 certificate holder, list certificate numbers to be covered under this registration below)
 Air traffic control facility not operated by the FAA or by or under contract to the U.S. Military

Company Name: Uniflight, LLC

Physical Address: 2617 Aviation Pky Grand Prairie TX 75052
Address City State Zip

Check box, if your program records are kept at the physical address location

Mailing Address: P.O. Box 540335 Grand Prairie TX 75054
Address City State Zip

Check box, if your program records are kept at the mailing address location

Records Address: 2617 Aviation Parkway Grand Prairie TX 75052
Address City State Zip

(The records address, if different, should be the location where an inspection would be held, NOT the address of a service agent.)

List DBA's and/or part 145 certificates covered by this registration, if applicable (use attachment if necessary):

UNFR783K 3UWR890B

Identify the type of safety-sensitive function(s) included in your program:

- | | | |
|--|--|---|
| <input type="checkbox"/> Flight crewmember duties | <input type="checkbox"/> Aircraft dispatcher duties | <input type="checkbox"/> Air traffic control duties |
| <input type="checkbox"/> Flight attendant duties | <input type="checkbox"/> Ground security coordinator duties | <input type="checkbox"/> Aviation screening duties |
| <input type="checkbox"/> Flight instruction duties | <input checked="" type="checkbox"/> Aircraft maintenance or preventive maintenance duties (as defined in 14 CFR part 43) | <input type="checkbox"/> Operations control specialist duties |

Please describe the safety-sensitive duties you plan to provide (use attachment if necessary). Aircraft

Maintenance & Repair IAW MFG's Specs & FAA FAR 43.145

How many safety-sensitive employees will be covered by this Registration: 45 or greater

Indicate whether you are: A Staffing Company Not A Staffing Company

Certification Statement: I certify that I/my company will comply with 14 CFR part 120 and 49 CFR part 40. If I am a contractor, I certify that I intend to provide safety-sensitive functions, directly or by contract, to a part 119 certificate holder with authority to operate under part 121 or 135, an air traffic control facility not operated by the FAA or by or under contract to the U.S. military, or an Air Tour Operator conducting flights under part 91.147.

Signature: James Noel Date: 1/22/2018
Authorized Representative (Service Agents may not sign for company)

Print Name: James Noel Title: General Manager

Telephone: Business - 972-623-3414 Facsimile - 972-623-3414 cell - 662 549 8009

E-mail address: jnoel@uniflight.com

Send form to: Federal Aviation Administration, Drug Abatement Division (AAM-810)
800 Independence Avenue, S.W., Room 806
Washington, DC 20591
Fax Number - (202) 267-5200; Email - drugabatement@faa.gov Office Number - (202) 267-8442;

DO NOT WRITE BELOW - FOR FAA USE ONLY

FAA Registration number: CONN 471C Registered by: Saida Pierrri

Date Registered/Amended/Renewed: January 24, 2018 Expiration Date: January 24, 2021

Exhibit A - Pricing Page

State of WV Helicopters

CRFQ: AVN2100000001

Vendor: Uniflight LLC

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

Section A:

Normal working hours are considered to be MON - FRI: **8:00** am to **4:30** pm.

RATE SCHEDULE:										
Line Item	Description Unit of Measure Items 1-3 = Per Hour	Unit Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
1	Straight Hourly Shop Rate	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	1	1	1	1	\$ 410.00
2	Shop Rate other than Normal Working	\$ 147.00	\$ 151.50	\$ 156.00	\$ 160.50	1	1	1	1	\$ 615.00
3	Hourly Rate at other than Contractor Facility	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	1	1	1	1	\$ 410.00

PARTS:										
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
4	Bell Parts									
	Percent Discount:	5.00%	5.00%	5.00%	5.00%	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$250.00	\$250.00	\$250.00	\$250.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$4,750.00	\$4,750.00	\$4,750.00	\$4,750.00	\$19,000.00
5	Non-Bell Parts									
	Percent Discount:	5.00%	5.00%	5.00%	5.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$150.00	\$150.00	\$150.00	\$150.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00	\$11,400.00

EQUIPMENT USE FEES:										
Line Item	Description Unit of Measure Items 6-11 = Per Use	Estimated List Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
6	Main Rotor Track & Balance	\$ 784.00	\$ 807.50	\$ 831.75	\$ 856.70	1	1	1	1	\$ 3,279.95
7	Tail Rotor Balance	\$ 392.00	\$ 403.75	\$ 415.50	\$ 428.50	1	1	1	1	\$ 1,639.75
8	Battery Deep Cycle	\$ 1,568.00	#####	#####	#####	1	1	1	1	\$ 6,559.90
9	Battery Capacity Check	\$ 784.00	\$ 807.50	\$ 831.75	\$ 856.70	1	1	1	1	\$ 3,279.95
10	24 Month Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$ 392.00	\$ 403.75	\$ 415.50	\$ 428.50	1	1	1	1	\$ 1,639.75
11	24 Month Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$ 1,192.00	#####	#####	#####	1	1	1	1	\$ 4,986.75

OTHER FEES:										
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1-3. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.							% for cost of Consumables	Extended Cost
		12	Consumables							

Subtotal A: 53,264.10

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

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

Description	Extended Cost
134 NM to vendor facility divided by 125 (knots) x \$1100.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N3WV \$ 9,433.60
134 NM to vendor facility divided by 100 (knots) x \$800.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N5WV \$ 8,576.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N6WV \$ 6,432.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N890SP \$ 6,432.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N895SP \$ 6,432.00

Subtotal B: \$ 37,305.60

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

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 58 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of this contract.

Description	Extended Cost
202 Road Miles to vendor facility x 58 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	937.28
Subtotal C:	937.28
Subtotal Section A:	53,264.10
Subtotal Section B:	37,305.60
Subtotal Section C:	937.28
Total Bid:	91,506.98

Notes:

- 1) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the need of agency and will be determined based on the unit price supplied in the vendors bid.
- 2) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
- 4) Consumable fee is captured on Line 10 as a percentage of the labor fees (items 1, 2, 3). Any Vendor not charging for Consumables will enter a "0" in the percentage field to reflect no cost.

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

	Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:
Telephone Number:	A1 972-623-3444
Address:	2617 Aviation Parkway
Address:	
City:	Grand Prairie
State:	TX
Zip code:	75052

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Uniflight Global

Authorized Signature: [Signature] Date: 7/27/20

State of Texas

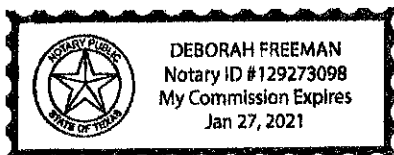
County of Tarrant, to-wit:

Taken, subscribed, and sworn to before me this 27th day of July, 2020.

My Commission expires January 27, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 3UWR890B

This certificate is issued to

UNIFLIGHT LLC

D/B/A UNIFLIGHT GLOBAL

whose business address is

**627 AIRPORT ROAD
ROSTRAVER TOWNSHIP, PENNSYLVANIA 15012**

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* **REPAIR STATION.**

with the following ratings:

**LIMITED AIRFRAME
LIMITED POWERPLANT
LIMITED RADIO
LIMITED INSTRUMENT
LIMITED ACCESSORIES (8-24-2012)**

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

Date issued:

JUNE 2, 2011

By direction of the Administrator



**WENDY L. GRIMM
MANAGER, AFG-AGC-FSDO-03**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER: HAWKE AEROSPACE GROUP, L.P. (FORMERLY, HAWKE CAPITAL PARTNERS, L.P.), UNIFLIGHT GLOBAL, LLC (FORMERLY, HAWKE AEROSPACE HOLDINGS, LLC), HAWKE CAPITAL, LLC, HAWKE AIRCRAFT HOLDINGS, INC., KEYSTONE MED-FLIGHT, LLC, KEYSTONE TURBINES, LLC, UNIFLIGHT, LLC, DBA UNIFLIGHT WESTERN PENN, DBA UNIFLIGHT NORTHEAST, AVIATION SERVICES UNLIMITED, LLC, AVIATION SERVICES OF UPSTATE NEW YORK, INC., JILRS PARTNERSHIP, HAWKE AEROSPACE 401K PLAN, AVIATION SERVICES UNLIMITED, LLC 401K PLAN, JOE HAWKE, INDIVIDUALLY, AND PAUL RAYHILL, INDIVIDUALLY
PO BOX 540335
GRAND PRAIRIE, TX 75054-0335

NAMED INSURED: HAWKE AEROSPACE GROUP, L.P. (FORMERLY, HAWKE CAPITAL PARTNERS, L.P.), UNIFLIGHT GLOBAL, LLC (FORMERLY, HAWKE AEROSPACE HOLDINGS, LLC), HAWKE CAPITAL, LLC, HAWKE AIRCRAFT HOLDINGS, INC., KEYSTONE MED-FLIGHT, LLC, KEYSTONE TURBINES, LLC, UNIFLIGHT, LLC, DBA UNIFLIGHT WESTERN PENN, DBA UNIFLIGHT NORTHEAST, AVIATION SERVICES UNLIMITED, LLC, AVIATION SERVICES OF UPSTATE NEW YORK, INC., JILRS PARTNERSHIP, HAWKE AEROSPACE 401K PLAN, AVIATION SERVICES UNLIMITED, LLC 401K PLAN, JOE HAWKE, INDIVIDUALLY, AND PAUL RAYHILL, INDIVIDUALLY
PO BOX 540335
GRAND PRAIRIE, TX 75054-0335

POLICY PERIOD: 11/14/2019 to 11/14/2020
INSURANCE COMPANY(IES): STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (30% LEAD) AND FOLLOWING MARKETS AS HELD ON FILE

AIRCRAFT LIABILITY COVERAGE LEAD POLICY NO.: SASICOM60048319-08
WITH RESPECT TO: ALL SCHEDULED ROTORWING AIRCRAFT

LIABILITY COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$	\$
Property Damage	\$ XXXX	\$
Passenger Bodily Injury	\$	\$
Single Limit Including Passengers ,	\$ XXXX	\$10,000,000
With Passenger Liability Limited To	\$	\$ XXXX

AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE LEAD POLICY NO.: SASICOM60057919-07

LIABILITY COVERAGES:	LIMITS OF LIABILITY		
General Aggregate Limit	N/A		
Each Occurrence Limit	\$10,000,000		
Products/Completed Operations Aggregate Limit	\$10,000,000		
Personal & Advertising Injury Aggregate Limit	\$10,000,000		
Premises Medical Payments (any one person)	\$25,000		
Hangarkeepers Liability	\$10,000,000	each aircraft	\$10,000,000 each loss
Hangarkeepers Deductible	\$100,000	each aircraft	
Property Damage Deductible (Excluding Products)	\$100,000	each occurrence	

OTHER COVERAGES/CONDITIONS/REMARKS:

ANY INSURANCE EVIDENCED HEREIN THAT IS EXTENDED BEYOND COVERAGE PROVIDED TO THE NAMED INSURED SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHOM SUCH EXTENDED COVERAGE APPLIES SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

FOR INFORMATIONAL PURPOSES ONLY.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 18

DATE: 11/14/2019

BY: 



627 AIRPORT ROAD, BELLE VERNON, PA 15012 P 724-823-0082 E INFO@UNIFLIGHT.COM

Uniflight Global Corporate Resume

Organizational Structure

Chairman & CEO – Mr. Joseph Hawke
President & COO - Mr. Michael Topa
CFO – Mr. Patrick Champion
VP of Sales – Mr. Raymond Weiser
Manager – Human Resources – Mrs. Debbie Freeman
General Manager West Penn – Mr. Dan Mansfield

Our History

Uniflight, based in the Dallas/Fort Worth area was established in 1982 principally to provide Bell Helicopter component overhaul. In 1999, after a change in ownership, Uniflight became a Bell Helicopter Customer Service Center.

In 2008, Uniflight was purchased by Hawke Capital Partners, the current owners. Under this new ownership, Uniflight also became an Airbus Helicopters approved Customer Service Center.

In 2011, Hawke Capital Partners acquired a local helicopter repair station based at Rostraver Airport in Westmoreland County, PA. The facility and complete team were rebranded as Uniflight West Penn.

In 2018, Uniflight was rebranded as Uniflight Global representing our growing OEM relationships and global outreach & support.

Uniflight LLC FAA Part-145 locations

West Penn Hangar - 627 Airport Road, Belle Vernon PA 15012

Grand Prairie Hangar – 2617 Aviation Parkway, Grand Prairie TX 75052

Demonstrated Knowledge and Experience

Our Uniflight FAA Part 145 CRS based in Belle Vernon PA is managed by General Manager Dan Mansfield (Responsible Manager), Director of Maintenance Rudy Lotz, Avionics Manager Hubert Griffith, Floor Supervisor, as well as teams of avionics technicians, structural technicians, and A&P maintenance mechanics. We also have on-site AutoCAD drafting and a full time Avionics Integrator. Along with our Bell 206/407 maintenance capability, we have state-of-the-art wire marking technology that aids us with complex harness building for any refurbishment or new completion requirement. Our structures team can install any aftermarket STC kit, as well as design and fabricate custom builds that meet our customers' requirements (with FAA 8110-3 approvals). We also provide support of full custom paint & interior.



627 AIRPORT ROAD, BELLE VERNON, PA 15012 P 724-823-0082 E INFO@UNIFLIGHT.COM

Uniflight Helicopter Maintenance

Helicopters play a large role in your mission, and that's why having first-class helicopter maintenance services is critical. From law enforcement & emergency medical services to corporate transport, your helicopters do it all, and they need to be able to do it at a moment's notice. Uniflight is your one-stop shop for comprehensive helicopter maintenance, unscheduled and/or routine. We also keep an extensive library of manufacturers' technical data to ensure accuracy and continuity in your helicopter maintenance program.

As a Customer Service Facility for Bell, Airbus, and Leonardo, Uniflight is FAA Certified for the listed aircraft makes and models.

- Bell 204, 205, 206, 212, 222, 230, 407, 412, 429, 430, OH-58, UH-1H Series
- Airbus Helicopter BO105, BK117, EC130, EC135, EC145, AS365, AS350, AS355 Series
- Leonardo Helicopters AW139, 109 Series & AW119 Series
- MD900 and MD500 Series

Our highly-skilled and factory trained maintenance technicians are the best in the industry. Our fast turn-around times, superior quality and service will keep your downtime to a minimum. Your satisfaction is our top priority.

Last Name	First Name	Position
Barnes	Andrew	Maintenance Tech
Deliman	James	Structures Tech
Eisler	Bryan	Avionics tech
Gaydos	William	Structure Lead
Griffith	Hubert	Avionics Lead
Higbee	Grayson	Avionics Technician
Hyde	Sean	Maintenance Tech
Kowalsky	Darian	Structures Tech
Lotz	Rudy	DOM
Lowe	Patrick	Structures Tech
Mansfield	Dan	Accountable Manager
Mathiesen	Ronald	Structures Tech
Miney	Jared	Engineering/ Integration
Mitrisin	Casey	Maintenance Tech
Morley	Christopher	Avionics Technician
Morters	Michael	Maintenance Tech
Mottern	Timothy	Technician
Smith	Rodger	Structures Tech
Sofaly	Donald	Avionics Technician
Urick	Rodney	Avionics Technician
Wilt	Erik	Maintenance Tech
Zmean	Stacey	Avionics Technician



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

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

Proc Folder: 747707

Doc Description: MAINTENANCE AND REPAIR FOR (5) STATE OF WV HELICOPTERS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-14	2020-07-28 13:30:00	CRFQ 0215 AVN2100000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Uniflight Global
 627 Airport Rd.
 Rostraver Twp., PA, 15012
 (724) 823-0082

FOR INFORMATION CONTACT THE BUYER

Karen LeAnne Neccuzi
 (304) 358-2422
 leanne.k.neccuzi@wv.gov

Signature X

FEIN # 11-3835944

DATE 07/28/2020

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The West Virginia Aviation Division is soliciting bids from qualified vendors to establish an "Open-End" contract for Helicopter Maintenance and Repair per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV25305-0121 US		DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS	1.00000	EA	\$91,506.98	\$91,506.98

Comm Code	Manufacturer	Specification	Model #
78181802	BELL	Helicopter Maintenance	206 / 407

Extended Description :**Vendors:**

Please download Exhibit A - Pricing page and include with your bid. If bidding online, include a copy of the Exhibit A Pricing Page and enter the Total Bid Amount in the commodity line of wvOasis

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 p.m.	2020-07-21

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: Tuesday, July 21, 2020, 4:00 p.m.

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

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

SEALED BID: Maintenance and Repairs on WV Helicopters
BUYER: Linda Harper
SOLICITATION NO.: CRFQ AVN210000001
BID OPENING DATE: 07/28/2020
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: Tuesday, July 28, 2020, 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

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

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on 09/17/2020 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

FAA Repair Station License

Bell Helicopter Customer Service Facility Certificate

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Commercial General Liability Insurance OR Aircraft Products/Completed Operations and Grounding Liability Insurance, minimum amount \$250,000.00 per Section 3.1.1.11 of the specifications.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

N/A _____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 01/09/2020

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.


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

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

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

Marty Blough, Sales Manager
(Name, Title)
(Printed Name and Title)
627 Airport Rd., Rostraver Twp., PA, 15012
(Address)
(814)701-8040 / (724)823-0083
(Phone Number) / (Fax Number)
mblough@uniflight.com
(email address)

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

Uniflight Global
(Company)

Marty Blough, Sales Manager
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)
07/28/2020
(Date)
(814)701-8040 Fax: (724)823-0083
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Uniflight Global

Company


Authorized Signature

07/28/2020

Date

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

REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance for the helicopters listed in Section 3 below.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Consumables”** means paper towels, wash solution, cleaners. Vendor will incorporate this figure in Hourly Shop Rates on Pricing Page as instructed.
 - 2.5 **“FAA”** means Federal Aviation Administration.
 - 2.6 **“KTS”** means knots true air speed

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **AIRCRAFT MAINTENANCE AND REPAIR:** To provide helicopter scheduled, un-scheduled maintenance, and/or emergency repairs for the following aircraft:

<u>Make/Model</u>	<u>Aircraft Registration (Tail Number)</u>	<u>Serial Number</u>
1980 Bell 206B Jet Ranger	N6WV	SN: 3138
2003 Bell 206L4 Long Ranger	N5WV	SN: 52279
2006 Bell 407	N3WV	SN: 53713
2001 Bell 206B Jet Ranger	N890SP	SN: 5269
1995 Bell 206B Jet Ranger	N895SP	SN: 5220

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

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

The vendor will commence maintenance no later than the next business day, after agreed upon date, and continue maintenance until the aircraft is returned to the Agency in an airworthy condition.

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

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

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

3.1.1.4 AUTHORIZED SERVICE CENTER: The vendor shall be a Certified Bell Helicopter Customer Service Facility for the model(s) of aircraft specified herein for the duration of the Contract. The vendor shall maintain the minimum parts and tools as required by a Certified Bell Helicopter Customer Service Facility. The vendor shall provide a copy of their Bell Helicopter Customer Service Facility Certificate. It is

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

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

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

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

- 3.1.1.6 FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM:** The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that perform safety-sensitive functions in accordance with Title 14, Part 120 of the Code of Federal Regulations. The vendor shall provide the Agency with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification. It is preferred that this information be provided with the bid response and is required before award of Contract.

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

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

At such time as an engine or major avionics component requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine/component and prepare the same for shipping to a Maintenance Repair Overhaul (MRO) shop chosen by the agency for overhaul and / or repair.

The vendor shall provide the agency with a listing of the vendor's typical certified MRO shops. It is preferred that this information be provided with the bid response but is required before award of Contract.

At such time the agency's certified aircraft mechanic is performing an inspection and or maintenance on the aircraft at the agency's facility and an engine or major avionics component is discovered to need extensive maintenance, the agency will remove said engine/component and prepare the same for shipping. The agency shall ship the engine/component directly to a vendor's MRO upon prior coordination with the vendor.

The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul, repair or exchange.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only FAA approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Bell Helicopter (Bell Parts). Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors (Non-Bell Parts). The vendor shall install or replace any or all approved parts that may be provided by the Agency to restore the aircraft to an airworthy condition.

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

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

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

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

3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall employ at least one avionics technician that will provide the removal, replacement, or repair of avionics components as necessary. The vendor shall provide the Agency with an updated roster listing the avionics technician(s) by name. It is preferred that this information be provided with the bid response and is required before award of Contract.

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3.1.1.10 DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the agency for any damage occasioned thereto by the misfeasance or nonfeasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

3.1.1.11 INSURANCE: The vendor shall furnish proof of coverage of Commercial General Liability Insurance or Aircraft Products/Completed Operations and Grounding Liability Insurance prior to the issuance of the contract. The minimum amount of insurance coverage required is \$ 250,000.00

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Exhibit A- Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

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

1. Exhibit A, Section A, Line Items 1 through 3: Unit Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal contract years 2-4 equals Extended Cost.
2. Exhibit A, Section A, Line Items 4 and 5: "Parts" Percent Discount. Vendors must show the percentage discount and enter the percentage discount into the pricing page for Year 1 plus the optional renewal contract years 2 - 4 for both Bell Parts and Non-Bell Parts. The percentage discount is then multiplied by the Estimated List Cost which equals the Amount of Discount. The Amount of Discount minus the Estimated List Cost equals Discounted Cost. Discounted Cost for contract year 1, plus optional renewal contract years 2-4 equals the Extended Cost.
3. Exhibit A, Section A, Line Items 6 through 11: Equipment Use Estimated List Cost multiplied by Estimated Quantity for contract year 1, plus optional renewal years 2-4 equals Extended Cost

REQUEST FOR QUOTATION
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4. Exhibit A, Section A, Line Item 12: Consumables is the sum of Extended Cost of Line Items 1-3 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables, then enter "0" in the percentage field for NO COST.
5. Exhibit A, Sections B and C: Nautical Miles and Road Miles is the estimated round-trip travel by the agency to the vendor facility over the life of the contract. Section B and C amounts are for evaluation purposes only and will not be included in the award total.
6. Total Bid is the sum of "Section A" (+) "Section B" (+) "Section C" (=) Total Pricing Page Bid Amount.

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS

- 6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 Adding and Deleting Aircraft: The Agency reserves the right to add or delete aircraft from this contract with approval from the State of WV Purchasing Division.

8.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**REQUEST FOR QUOTATION
MAINTENANCE AND REPAIR FOR THE STATE OF WV HELICOPTERS**

- 8.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ray Weiser

Telephone Number: (716)341-2981

Fax Number: (724)823-0083

Email Address: rweiser@uniflight.com

Exhibit A - Pricing Page

State of WV Helicopters

CRFQ: AVN2100000001

Vendor: Uniflight LLC

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

Section A:

Normal working hours are considered to be MON - FRI: **8:00** am to **4:30** pm.

RATE SCHEDULE:										
Line Item	Description Unit of Measure Items 1-3 = Per Hour	Unit Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
1	Straight Hourly Shop Rate	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	1	1	1	1	\$ 410.00
2	Shop Rate other than Normal Working	\$ 147.00	\$ 151.50	\$ 156.00	\$ 160.50	1	1	1	1	\$ 615.00
3	Hourly Rate at other than Contractor Facility	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	1	1	1	1	\$ 410.00

PARTS:										
Line Item	Description	% Discount from List Cost				Estimated List Cost				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
4	Bell Parts									
	Percent Discount:	5.00%	5.00%	5.00%	5.00%	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$250.00	\$250.00	\$250.00	\$250.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$4,750.00	\$4,750.00	\$4,750.00	\$4,750.00	\$19,000.00
5	Non-Bell Parts									
	Percent Discount:	5.00%	5.00%	5.00%	5.00%	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	Amount of Discount (% Discount*Estimated List Cost):	\$150.00	\$150.00	\$150.00	\$150.00					
	Discounted Cost (Estimated List Cost- Amount of Discount):					\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00	\$11,400.00

EQUIPMENT USE FEES:										
Line Item	Description Unit of Measure Items 6-11 = Per Use	Estimated List Cost				Estimated Quantity				Extended Cost
		Year 1	*Year 2	*Year 3	*Year 4	Year 1	*Year 2	*Year 3	*Year 4	
6	Main Rotor Track & Balance	\$ 784.00	\$ 807.50	\$ 831.75	\$ 856.70	1	1	1	1	\$ 3,279.95
7	Tail Rotor Balance	\$ 392.00	\$ 403.75	\$ 415.50	\$ 428.50	1	1	1	1	\$ 1,639.75
8	Battery Deep Cycle	\$ 1,568.00	\$ 1,615.00	\$ 1,663.50	\$ 1,713.40	1	1	1	1	\$ 6,559.90
9	Battery Capacity Check	\$ 784.00	\$ 807.50	\$ 831.75	\$ 856.70	1	1	1	1	\$ 3,279.95
10	24 Month Altimeter & Transponder Recertifications (Vendor performs at Vendor Facility)	\$ 392.00	\$ 403.75	\$ 415.50	\$ 428.50	1	1	1	1	\$ 1,639.75
11	24 Month Altimeter & Transponder Recertifications (Vendor performs at Agency Facility)	\$ 1,192.00	\$ 1,227.75	\$ 1,264.50	\$ 1,302.50	1	1	1	1	\$ 4,986.75

OTHER FEES:										
Line Item	Description	Consumables will be calculated based on a percentage of the total labor cost of lines 1-3. Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.							% for cost of Consumables	Extended Cost
		12	Consumables							

Subtotal A: 53,264.10

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

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

Description	Extended Cost
134 NM to vendor facility divided by 125 (knots) x \$1100.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N3WV \$ 9,433.60
134 NM to vendor facility divided by 100 (knots) x \$800.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N5WV \$ 8,576.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N6WV \$ 6,432.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N890SP \$ 6,432.00
134 NM to vendor facility divided by 100 (knots) x \$600.00 (per hour) x 2 (roundtrip) x 4 (total estimated trips)	N895SP \$ 6,432.00

Subtotal B: \$ 37,305.60

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

Vendor to enter road miles (RM) below to calculate travel time by car between Yeager Airport (CRW) in Charleston, WV and vendor facility. Vendor to enter the mileage of the shortest distance via Google Map Driving Directions. 58 cents per mile is the current State of WV mileage reimbursement rate. Agency estimates making four trips to the vendor over the life of this contract.

Description	Extended Cost
202 Road Miles to vendor facility x 58 cents per mile x 2 (roundtrip) x 4 (total estimated trips)	937.28
Subtotal C:	937.28
Subtotal Section A:	53,264.10
Subtotal Section B:	37,305.60
Subtotal Section C:	937.28
Total Bid:	91,506.98

Notes:

- 1) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the need of agency and will be determined based on the unit price supplied in the vendors bid.
- 2) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
- 4) Consumable fee is captured on Line 10 as a percentage of the labor fees (items 1, 2, 3). Any Vendor not charging for Consumables will enter a "0" in the percentage field to reflect no cost.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

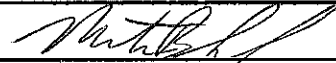
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Uniflight Global

Authorized Signature:  Date: 7-28-2020

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____