



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

# Request for Quotation

RFQ NUMBER  
**AGR0906**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

**SUMMIT HELICOPTERS, INC.**  
**P.O. Box 39**  
**CLOVERDALE, VA 24077**

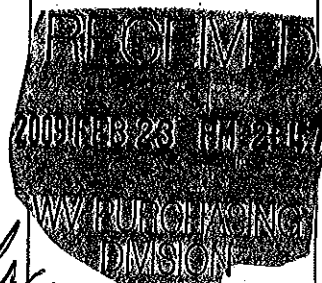
DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312  
 304-558-2221

*Deal 2/24/09*

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: **02/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		810-85		
<p><b>AERIAL APPLICATION OF INSECTICIDE</b></p> <p><b>OPEN END</b></p> <p>CONTRACT TO PROVIDE AERIAL APPLICATION OF INSECTICIDE OVER CERTAIN POPULATED AND NON-POPULATED FORESTED AREAS IN WEST VIRGINIA TO PREVENT DEFOLIATION OF HIGH-VALUE TREES BY THE GYPSY MOTH, LYMANTRIA DISPAR. THIS OPERATION WILL BE CONDUCTED AS SEPARATE PROJECTS (SEE SECTION 4 FOR DETAILS ON EACH PROJECT) CONTAINED IN ONE OR MORE CONTRACTS. THE TARGET INSECT, ACRES, AND TYPES AND CATEGORIES OF AIRCRAFT REQUIRED FOR EACH PROJECT ARE DETAILED IN SECTION 4. UNLESS OTHERWISE SPECIFIED IN SECTION 4, THE CONTRACTOR IS REQUIRED TO PROVIDE TH INSECTICIDE AND ITS COST MUST BE INCLUDED IN THE PER-ACRE BID.</p> <p>FOR MORE SPECIFIC INFORMATION ON THE TREATMENT AREA LOCATIONS, TOPOGRAPHY, ACREAGE, AIRCRAFT DESIGNATION, PROJECT LOGISTICS, AND OTHER DETAILS OF THE PROJECT TO REVIEW MAPS OF THESE AREAS, CONTACT THE FIELD PROJECT DOORDINATOR DESIGNATED IN SECTION 4.</p> <p>SPECIFICATIONS ARE ATTACHED:</p> <p>COST PER ACRE INCLUDING INSECTICIDE:          COST PER ACRE INSECTICIDE PROVIDED BY DEPARTMENT OF AGRICULTURE:</p> <p>TO BE BASED ON 91 SPRAY BLOCKS AND APPROXIMATELY 38,502 ACRES.</p>						



*\$ .32<sup>76</sup> / AC*  
*\$ .18<sup>88</sup> / AC*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Paul B. Duko* TELEPHONE **540 992 5500** DATE **2/18/09**

TITLE **PRESIDENT** FEN **54-1156923** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Purchasing Division  
 2019 Washington Street East  
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 P O BOX 39  
 CLOVERDALE, VA 24077**

**DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
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 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221**

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<p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL:</b> THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Carl B. Wilks* TELEPHONE: **540 992 5500** DATE: **2/18/09**

TITLE: **PRESIDENT** PERM: **54-1156923** ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Purchasing Division  
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 P O BOX 39  
 CLOVERDALE, VA 24077

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED <b>01/29/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF RENEWAL ONLY AND WILL BE IN ACCORDANCE WITH THE FOLLOWING:</p> <p>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Carl A. Bulko</i>	TELEPHONE <b>540 992 5500</b>	DATE <b>2/18/09</b>	
TITLE <b>PRESIDENT</b>	FAX <b>304-1156923</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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PURCHASING

RFQ COPY  
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**SUMMIT HELICOPTERS, INC.**  
**P O BOX 39**  
**CLOVERDALE, VA 24077**

SHIP TO

**DEPARTMENT OF AGRICULTURE**  
**ADMINISTRATIVE SERVICES**  
**BUILDING 2, ROOM 106**  
**4720 BRENDA LANE**  
**CHARLESTON, WV**  
**25312**                      **304-558-2221**

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<p>IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Carol D. Burk</i>	540-992-5500	2/18/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
PRESIDENT	54 1156923		

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

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**SUMMIT HELICOPTERS, INC.  
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RFQ. NO.: <b>AGR0906</b> BID OPENING DATE: <b>02/24/09</b> BID OPENING TIME: <b>1:30PM</b> PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <b>540-992-5503</b> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): <b>CARL N. MILKO</b> ----- ***** THIS IS THE END OF RFQ      AGR0906 ***** TOTAL: <b>\$ 1,010,584<sup>48</sup></b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Carl N. Milko* TELEPHONE: **540 992 5500** DATE: **2/18/09**

TITLE: **PRESIDENT** FEIN: **54-1156923** ADDRESS CHANGES TO BE NOTED ABOVE

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

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Summit Helicopters, Inc.  
of P. O. Box 39, Cloverdale, VA 24077, as Principal, and Hartford Fire Insurance  
Company of Hartford Plaza, Hartford, CT, a corporation organized and existing under the laws of the State of CT  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of One Hundred Thousand Dollars (\$100,000) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Bid No. AGRO906 Aerial Application of Insecticide to Control Gypsy Moths; as  
per attached bid.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
20th day of February, 20 09.

Principal Corporate Seal

Summit Helicopters, Inc.

(Name of Principal)

By Carl G. Wilko  
(Must be President or  
Vice President)

PRESIDENT

(Title)

Surety Corporate Seal

Hartford Fire Insurance Company

(Name of Surety)

Elizabeth A. Dyer  
Attorney-in-Fact  
Elizabeth A. Dyer

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

# POWER OF ATTORNEY

THE HARTFORD  
HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Hartford Fire Insurance Company         | Twin City Fire Insurance Company <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> Hartford Casualty Insurance Company     | Hartford Insurance Company of Illinois <input type="checkbox"/>      |
| <input checked="" type="checkbox"/> Hartford Accident and Indemnity Company | Hartford Insurance Company of the Midwest <input type="checkbox"/>   |
| <input type="checkbox"/> Hartford Underwriters Insurance Company            | Hartford Insurance Company of the Southeast <input type="checkbox"/> |

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of unlimited:*

*Don Z. Filson, Wyatt H. Walton, Cynthia Ellinwood, Elizabeth A. Dyer*  
of  
*Roanoke, VA*

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*John P. Hyland*

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 19<sup>th</sup> day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Jean H. Wozniak*  
Jean H. Wozniak  
Notary Public  
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *February 20<sup>th</sup>, 2009*.

Signed and sealed at the City of Hartford.



*Colleen Mastrolanni*

Colleen Mastrolanni, Assistant Vice President