



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
FOR10001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

*A14152225 304-752-0094
 MARPAT AVIATION LLC
 PO BOX 161
 ROUTE 44
 SWITZER WV 25647

SHIP TO

DIVISION OF FORESTRY

 BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2009				

BID OPENING DATE: **05/19/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-42		
<p>AERIAL FIRE SUPPRESSION SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY, IS SOLICITING BIDS FROM RESPONSIBLE VENDSORS FOR AN OPEN-END CONTRACT TO PROVIDE AERIAL FIRE SUPPRESSION SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO FRANK WHITTAKER, WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 04/29/09 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE A ADDRESSED BY ADDENDU AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: 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>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-752-0094	5-3-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	76-0741915	

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



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<p>RENEWAL: 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>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-752-0094	DATE 5-3-09
TITLE Owner	FEIN 76-0741915	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>EXHIBIT 6</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: 44</p> <p>RFQ. NO.: FOR10001</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-752-0094	DATE 5-3-09
TITLE OWNER	FEIN 76-0791915	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				05/19/09		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-752-0097</i>						

CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Michael K. Holbrook</i> <i>MKH</i> <i>Owner</i>						

***** THIS IS THE END OF RFQ FOR10001 ***** TOTAL:						<u>\$75,000.00</u>
<i>40 Hrs. Guaranteed @ \$1,875.00 per hr.</i>						<i>↗</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-752-0094</i>	DATE <i>5-3-09</i>
TITLE <i>Owner</i>	FEIN <i>76-0741915</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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**AERIAL FIRE SUPPRESSION AIRCRAFT SPECIFICATIONS
WEST VIRGINIA DIVISION OF FORESTRY**

It is the purpose of these specifications to describe the general information and requirements for an Aerial Fire Suppression Aircraft to be provided by the Vendor and used at the direction of the West Virginia Division of Forestry (WVDOP), and to establish the rates to be charged for various activities covered under these specifications and the related Purchase Order.

SECTION 1. SCOPE

1.1 GENERAL

It is the purpose and intent of these specifications and the related Purchase Order to provide the WVDOP with an FAA approved rotary winged aircraft equipped with sufficient bucket and line and with properly FAA qualified pilots, for the prompt aerial delivery and cascading of water and Class A Foam on wildfires, and to provide support for wildfire control personnel in the suppression of wildfire with the least possible loss of time. In addition, the aircraft may be utilized in related functions should conditions require such activities. These specifications and the related Purchase Order requires availability of the aircraft of the type described herein, twenty-four (24) hours a day when requested by the Division and agreed to by the Vendor. All flight operations will be conducted under visual flight rule (VFR) conditions. The Vendor will also be required to provide the needed Class A Foam. (A complete list of approved Class A Foam can be found in Addendum D). Class A Foam will be applied to all water drops at a rate of 0.3% to 1.0% to every 100 gallons of water, depending upon the winds and forest canopy density. Class A Foam will be required on all air drops, unless specified by the Assistant State Forester for Forest Protection. The Vendor will need to furnish a radio capable of being programmed to the WVDOP's radio frequency in the 136 to 174 MHz bands with DPL codes, with an FAA approved external antenna.

1.2 CERTIFICATIONS AND OPERATIONS FOR ROTARY WING AIRCRAFT

- A. Vendors shall be currently certified under Federal Aviation Regulations (FAR) Part 133 (External Load Operations), Part 137 (Agricultural Operations) and Part 135 (if applicable) (Air Taxi Operations and Commercial Operators).
- B. To provide adequate fuel reserve, all operations should comply with FAR 91.151 for VFR and FAR 91.161 IFR operations.
- C. STANDARD USE HELICOPTERS
 - 1. Vendors shall hold a current FAA Aircarrier Certificate at the time of bid submission. Any helicopter offered shall be listed by make, model and series on the operator's 135 Certificate. Aircraft operated under 14 CFR Part 135 shall be listed as required by CFR 135.63. The Vendor may be required to furnish a copy of the company Part 135 operating specifications manual to

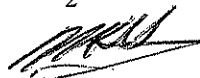


the WVDOF prior to the start of work.

2. Helicopters shall conform to their approved type design, be maintained and operated in accordance with the requirements of the FAR (14 CFR 135.1 Subparagraph (b) notwithstanding).
3. Helicopter with a floor height greater than eighteen (18) inches shall have an approved personnel access step to assure safe entrance and exit from each door of the helicopter. A section of extra cargo rack may be utilized as a step by providing a clear space covered with non-skid material.
4. FAA-approved extended height landing gear. (Helicopters for which this landing gear is not available are exempt from this requirement.)
5. Accessory Power Source: A power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power bus. The connector shall be permanently mounted in a location convenient to passenger compartment. Pin A shall be +24 VDC in 24-volt aircraft, Pin B shall be aircraft ground, and Pin C shall be +12 VCD in aircraft. Never apply power to both pins A and C simultaneously.

D. "LIMITED USE" HELICOPTERS

1. Helicopters must be certified in normal, transport, or restricted category.
2. Helicopters shall have been issued a Standard or Restricted Airworthiness Certificate.
3. Helicopters, which are configured from aircraft types, which have FAA Type Certificates obtained by the aircraft manufacturer, must incorporate the manufacturer's designated changes to bring the aircraft into conformity with their type design, excluding passenger configuration requirements. All applicable Airworthiness Directives and manufacturer service bulletins must be accomplished.
4. Helicopters, which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer's type certification, must have all applicable Time Compliance Technical Orders (TCTO's) or Navy/Army Service Bulletins accomplished. This includes any directives which refer to later models of the same type which were issued after the earlier models had left the military inventory. If FAA approvals establish more restrictive limits, they will prevail.
5. Helicopters shall carry their fully rated capacity of cargo or suppressant/retardant as determined by use of the approved weight and balance and performance (down load not required). Only external cargo loads may be carried.

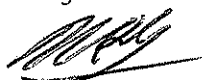


6. A placard stating "NO PASSENGERS", with letters at least 2 inches high, shall be displayed on the cabin door(s).
- E. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the WVDOF approved flight following procedures. Check-in intervals shall not exceed thirty (30) minute intervals under normal circumstances with Division Dispatch.
- F. WVDOF employees may assist in loading the aircraft with fire suppressant materials.
- G. Day/Night Use: The Vendor's aircraft shall be limited to flight during daylight hours and under VFR conditions only. Pilots shall plan flights so as to land with VFR minimums. (91.151).
- H. Under no circumstances is the airship to be used to transport WVDOF and/or firefighting personnel.
- I. Operations: The Vendor will not conduct aerial operations until the WVDOF has given approval for the operations.

1.3 DEFINITIONS

As used throughout these specifications and the related Purchase Order, the following terms shall have the meanings as set forth below:

- A. **Aircraft Accident**: See 49 CFR Part 830;
- B. **Airspace Conflict**: A near mid-air collision, intrusion, or violation of airspace rules;
- C. **Alert Status**: The time aircraft and crew are in readiness for immediate take-off;
- D. **Assistant State Forester for Forest Protection**: The authorized representative of the State Forester of the WVDOF;
- E. **Aviation Division**: State of West Virginia, Department of Administration, Aviation Division;
- F. **Aviation Hazard**: Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations;
- G. **Bid Specifications**: The bid specifications are included in and are a part of the Purchase Order;
- H. **CWN**: Call When Needed;
- I. **Daylight Hours**: 30 minutes before official sunrise to 30 minutes after official sunset as determined by the National Weather Service;
- J. **Designated Base**: The base of operations from which the Vendor will operate;
- K. **Director/State Forester**: The authorized representative of the Secretary of the Department of Commerce;
- L. **Division/WVDOF**: State of West Virginia, Division of Forestry;
- M. **Division Dispatch**: The WVDOF is divided into three (3) regions. Any one (1) of these regions may dispatch the aerial suppression aircraft to assist in suppressing a wildfire (See Addendum C);



- N. **FAA:** Federal Aviation Administration;
- O. **FAR:** Federal Aviation Regulation;
- P. **Fatal Injury:** See 49 CFR Part 830;
- Q. **Fixed Base Operator (FBO) OR Firm:** Shall be interpreted to mean an operator or firm who is currently in the aircraft and/or fixed base aviation business, who has an office, maintenance facilities, aircraft, employees, qualified pilots and mechanics, and tools, equipment and spare parts to support the type of aircraft specified in this Agreement. He must be certified to conduct a commercial operation from a specified airport. Vendor must be FAA certified. Pilots must also be properly FAA certified;
- R. **Flight Rate:** The hourly rate of pay;
- S. **Flight Time:** Flying time for which the flight rate will be paid, calculated to the thousandth of an hour;
- T. **Guaranteed Flight Time:** The WVDOF guarantees a minimum of 40 hours of flight time during this Purchase Order;
- U. **Incident:** See 49 CFR Part 830;
- V. **Incident with Potential:** An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the WVDOF;
- W. **LPT:** Local Prevailing Time;
- X. **MSL:** Mean Sea Level;
- Y. **Maintenance Deficiency:** An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed;
- Z. **NWCG:** National Wildfire Coordinating Group;
- AA. **Operator:** See 49 CFR Part 830;
- BB. **PIC:** Pilot-in-Command;
- CC. **Regional Forester:** The authorized representative of the State Forester, serving in a specific geographic region;
- DD. **Safecom:** An agency Aviation Safety Communiqué used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (See Addendum B);
- EE. **Serious Injury:** See 49 CFR Part 830;
- FF. **Substantial Damage:** See 49 CFR Part 830;
- GG. **Time:** All time for the purposes of this Purchase Order will be listed in Military Time;
- HH. **USFS:** United States Forest Service;
- II. **Vendor:** Shall be interpreted to mean any person, firm or corporation having legal title or lease agreement for the operation of the described aircraft.

SECTION 2. AVAILABILITY OF SERVICES, FUTURE FUNDING, AND INDEPENDENT CONTRACTOR

- 2.1 The WVDOF will require the ready availability of aircraft, pilots, appliances, approved Class A foam, and equipment for days when placed under Alert Status as set forth in the Purchase

Order. The WVDOF may also utilize the aircraft (CWN), pilots, appliances, approved Class A foam, and equipment when called upon during this Purchase Order. The WVDOF guarantees a minimum of 40 hours of Flight Time.

- 2.2 Any commitment of the WVDOF after June 30, 2010, and after June 30 of each year this Purchase Order is continued in force by renewal, is contingent upon necessary funds being appropriated for this expenditure.
- 2.3 The Vendor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the State of West Virginia, nor of any Department or Division thereof, but instead are considered to be Independent Contractors.

SECTION 3. SCHEDULE OF ITEMS

3.1 DESIGNATED BASE

The WVDOF will determine a base of operations for days when placed on Alert Status. These locations will generally be an airport, but remote landing areas in proximity to wildland fires may also be considered.

3.2 ALERT STATUS

The Assistant State Forester for Forest Protection or his designee will advise the Vendor 24 hours in advance notice of being placed on Alert Status. Each aerial suppression aircraft, appliances, equipment, approved Class A Foam and pilot(s) shall be assembled at the Designated Base within 24 hours of being notified. Penalties may be assessed as outlined in Section 27 for each day or portion thereof the aircraft is not at the Designated Base. Assessed penalties will be deducted from the Guaranteed Flight Time.

3.3 AIRCRAFT

Vendor(s) shall provide one (1) rotary-winged aircraft, to be specified as an NWCG Type 2 helicopter or equal. All aircraft will be required to meet the manufacturer's flight envelope limitations. The WVDOF's Assistant State Forester for Forest Protection or their State Representative may inspect the aircraft, pilots, and equipment at the Fixed Base of Operations during the Purchase Order. The Vendor will be given a minimum of 24 hours notice before any such inspection. If the aircraft fails to meet the standards of this Purchase Order, the Purchase Order may be canceled; if defects are minor, a period of not more than 10 calendar days may be given to rectify the defects. The degree of the defect and the granting of the 10 day grace period are at the sole discretion of the WVDOF and/or the State Aviation Division. If the Purchase Order is canceled, the Vendor will be considered to be in default of the Purchase Order and his performance bond will be forfeited to the WVDOF.

A. PERFORMANCE

The aerial suppression aircraft shall be of such configuration as to be capable of

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transporting (aerial delivery) a payload of not less than 200 gallons of water and Class A Foam to be released by a bucket with cable sling attached to the aircraft. Aircraft shall have the performance capabilities of transporting and cascading a 200 gallon or greater payload from MSL to an elevation of 5,000 feet at 86 degrees Fahrenheit. Performance capabilities will be with crew and fuel requirements to accomplish the assignment, but at no time will fuel requirements be less than one and a half (1½) hours at cruise power. Payload for suppressant material is computed at 8.5 pounds per gallon at MSL.

B. ENGINE

The engine will have at least 100 hours usable time remaining at start of the Purchase Order. Any engine damaged shall be repaired in accordance with approved manufacture engine maintenance/overhaul manuals or DOD equivalent maintenance manual before returning to service. Aircraft log book and maintenance records shall be made available to the WVDOF and/or the State Aviation Division for review.

C. AIRCRAFT INSTRUMENTS

1. Adequate airworthy instrumentation in accordance with Federal Aviation Regulations to permit day VFR operations, and will consist of at least the following:

Airspeed indicator	Compass
Turn and bank	Directional Gyro
Sensitive Altimeter	Clock
Artificial Horizon	Rate of Climb

Global Positioning System – One Global Positioning System (GPS) receiver, which utilizes the NAD-27 datum, and reference the latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning. The GPS unit shall be securely mounted, utilize an approved, fixed, external (to the receiver) antenna, and be powered by the aircraft electrical system.

2. Magnetic Compass with correction card. (Checked within 30 days of start of the Guaranteed Period.)
3. All engine and system instruments and fuel gauges will be accurate.

D. MISCELLANEOUS

1. The following equipment shall have been installed in each aerial suppression aircraft:
 - a. FAA approved shoulder harness. (Military style harnesses are acceptable);

- b. Fire extinguisher(s) as required by 14 CFR 135;
- c. Lights. One or more independently-switched white or white and red strobe light(s) mounted on top of the helicopter or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe light;
- d. Aviators flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, must cover the top, sides (including temple area and below the ears), and rear of the head. The helmet shall be equipped with a usage tag which must conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (Dave Clark [™] style) helmets are not approved;

Flight helmets currently meeting this requirement are known to include SPH-3, SPH-4, SPH-5, HGU-56 and HGU-84.

- e. Fire-resistant Clothing
Pilots shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots shall wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns;

All crew members shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramide material, leather boots, and leather, polyamide, or aramide gloves. The shirt, trousers, boots, and gloves shall overlap by at least 2 inches when the pilot is manipulating the controls. Personnel shall not wear clothing made of synthetic material under the fire-resistant clothing described herein.

Nomex [™] or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" material meets this specification: FRT Cotton Denim Cloth (MIL-C-24915) and/or FRT Cotton Chambray Cloth (MIL-C-24916). Clothing not containing labels identifying the material either by brand name or MIL-Spec will not be acceptable.

- f. Emergency Locator Transmitter (Approved);
- g. The entire fuselage shall have a high visibility paint scheme to allow

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easy recognition from ground suppression forces and aide in possible search and rescue efforts. Military or other low visibility paint schemes are unacceptable.

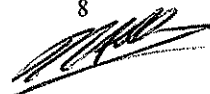
High visibility markings on main rotor blades as follows:
The upper surface of main rotor blades shall be painted with one of the following paint scheme:

- i. From the tips:
 - 1st 1/6 of blade with gloss white
 - 2nd 1/6 of blade with orange
 - 3rd 1/6 of blade with gloss white
 - Next 1/3 of blade with orange
 - Remaining 1/6 of blade with gloss white
 - ii. One Black and One white blade
 - iii. Paint scheme previously approved under a USFS or WVDOF contract.
 - iv. Paint scheme and color variations specified by manufacture in a service bulletin, instructions, or other manufacture published document or text.
- h. Pilot shall possess a first aid/survival kit suitable for individual use located in the cockpit. It is desirable that the kit be contained in the flight suite pocket or worn in a vest or pouch. If the kit is secured in the cockpit, it shall be in a conspicuously marked and accessible location.
2. Log books will be civilian-type with engine, rotor, and aircraft time properly entered and certified.

Vendor shall have available at his Fixed Base of Operations one copy of the FAA approved or DOD equivalent maintenance manual for each make and model of aircraft used.

3. Each aircraft will be weighed and certified for empty and gross weight at least every two years. Certified weights shall be entered in the log book.
4. Vendor-furnished aircraft and equipment shall be airworthy. Aircraft and equipment shall be free of damage and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

All windows and windshields must be clean and free of scratches, cracks, distortion, or repairs which hinder visibility. Temporary repairs, such as safety wire lacing and stop crack drilling of cracks, are not acceptable. All repairs shall be approved by the manufacturer or FAA.



The aircraft interior shall be clean and neat. Tears, rips or other damage to the upholstery or headliner are not acceptable. The exterior finish, including paint, shall be clean, neat, and in good condition and must not have been applied over dirty or greasy surfaces. All cables, fuel lines, hydraulic lines, oil lines, and wiring must be air worthy and will be inspected for condition and correct application and installation.

5. The aircraft shall be free of chemical odor or residue.
6. All repairs to airframe and engine at any time will be entered in the log book.
7. All aircraft will make a low clearing pass over the drop area prior to the actual drop of retardant material to alert crews on the ground.
8. Periodic, 100 hour, or progressive maintenance inspections will be performed as is normal in the aviation industry, restricted category certification notwithstanding.
9. The Vendor shall be in violation of Section 3.3 above and/or Section 8 below if:
 - a. Any of the above requirements are not met.
 - b. It is known that the aircraft has been abused or used for acrobatics.
 - c. Log books are not currently posted.
 - d. Equipment is dirty, weather-beaten, or otherwise in poor condition.

E. FIRE SUPPRESSANT MATERIAL BUCKET SPECIFICATIONS

1. Bucket must be mounted to one FAA approved self-cocking, automatic cargo hook employing both electrical and manual release systems and rated at the maximum lifting capacity of the aircraft, complying with the FAR applicable to the model aircraft furnished. Helicopter for which an automatic locking cargo hook is not available are exempt from this requirement, provided the cargo hook which is provided complies with the FAR applicable to the model aircraft.

The cargo hook and associated systems shall be completely disassembled, inspected, lubricated (if required), and subject to an operations check in all operating models should it be requested by the WVDOF and/or the State Aviation Division.

2. The aircraft shall be able to add Class A Foam to the load while in flight, or include equipment to add the Class A foam while loading. The system shall only require the pilot to select a mix ratio and start the mix sequence. All other functions shall be automatic.
3. The bucket must have variable capacity that is commensurate with the



maximum lifting capacity of the aircraft.

4. Capacity at each position or adjustment level will be marked on the bucket. Collapsible buckets with chinch straps will only be adjusted to marked graduations. Attempts to establish intermediate graduations or capacities below manufacturer recommendation (tying knots, etc.) is prohibited, as this results in estimated capacities and may interfere with the release mechanism. No partial dips are authorized.
5. Buckets must be equipped with a gating system that allows part of the load to be dispensed while retaining the remainder of the load.
6. The jettison-arming switch shall be in the armed position during dropping operation.

Note: When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least six (6) inches less than the distance from the belly hook to the closest possible point on the tail rotor. When Long Lines are attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor. Bucket operations shall adhere to bucket manufacturer specifications.

7. A water bucket which is capable of carrying and releasing a minimum of 200 gallons of water on a fire is required. Only Sims, Bambi or Griffin buckets are acceptable.
8. A convex mirror will be required on the aircraft. This will ensure observation of the sling load and landing gear.

F. AERIAL SUPPRESSION AIRCRAFT TO BE AVAILABLE

The specific aircraft to be furnished under this Purchase Order as above is:

Rotary Wing Aircraft
 Make Bell 204
 Model AH-1B
 Year of Manufacture 1962
 Engine - Make Lycoming
 HP 1100
 Cruise Speed 110 Kts.
 Fuel Capacity 170 Gals.
 Fuel Burn per Hour at Cruise Speed 75 gph.
 FAAN N 98 F
 Bucket Capacity 325 gals.

3.4 PILOTS FOR ROTARY WING AIRCRAFT

Qualifications of pilots shall be as follows:

A. GENERAL

1. Possess FAA Commercial certificate.
2. Current and valid I or II Class medical certificate as appropriate.
3. Class and type ratings required by the FAA.
4. Have sound judgment, temperament, and other character traits essential to the competent operation of the aircraft.
5. Be well versed in all applicable parts of the FAR, safety and directives relative to aircraft and forest fire operations.
6. Possess the fundamentals of wildland fire behavior.
7. Qualify to the satisfaction of the Assistant State Forester for Forest Protection.

B. PILOT IN COMMAND (PIC)

1. Pilots in command shall have the following flight experience:

	MINIMUM FLIGHT HOURS
Helicopter	1,500
Helicopter, preceding 12 months	100
Weight Class ¹	100
Turbine Engine ²	100
Make, Model ³	50
Make, Model and Series, preceding 12 months ⁴	10
Helicopter, last 60 days	10
Mountain Terrain ⁵	200
Mountain Terrain in Make and Model	10

Flight time shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the WVDOF and/or the State Aviation Division.

FOOTNOTES:

¹ Weight Class –



Type III: 5-8 seats, 1200 – 2499 lbs card weight capacity, and 100 – 299 gallons retardant capacity.

Type IV: 3-4 seats, 600 – 1199 lbs card weight capacity, and 75 – 99 gallons retardant capacity.

2 Applicable if turbine engine helicopters are offered.

3 Pilot flight hour requirements in make and model may be reduced by 50% if pilot show evidence of satisfactorily completing the manufacturer's approved ground school and flight checkout in the make, model, and series.

4 A list of aircraft make, model, and series is provided in the Addendum E. This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

5 PIC mountainous terrain experience is defined as: Experience in maneuvering a helicopter at density altitudes of over 5,000 feet to include numerous take-off and landing in situations indicative to difficult mountainous terrain. This terrain consists of abrupt, rapidly rising terrain resulting in a high land mass projecting above the surroundings, wherein complex structures in which folding, faulting, and igneous activity have taken part. These mountainous areas produce abrupt changes in wind direction often resulting in up flowing or down flowing air currents.

2. PIC shall have at least two years experience with at least 25 drops on active wildfires in mountainous terrain. They shall be capable of good judgment in making drops on wildfires under diversified flight conditions. They shall show consistent proficiency in making accurate drops. They shall possess the ability to size up fires and attack them effectively and safely without direction from ground control or lead plane pilot. They shall possess a basic knowledge of wildfire behavior.
3. PIC's shall have taken and successfully passed one (1) the following courses which are available on the Internet at no charge:
 - a. Helicopter pilot computer based training at www.aviationfirefighting.com.
 - b. Aviation Radio Use (A-109) at <http://iat.nifc.gov/online.asp>. Flight Payment Document (A-111) at <http://iat.nifc.gov/online.asp>.
 - c. Pilots shall be able to produce proof of completion to the WVDOP and/or the State Aviation Division.

C. CO-PILOT

Co-pilot must be properly qualified if aircraft requires a co-pilot, and certified in accordance with minimum FAA standards.



3.5 RADIO/ELECTRONIC FACILITIES

A. EQUIPMENT

As a condition of aircraft approval prior to being placed under agreement to the WVDOF, an aircraft shall have sufficient electronic communications and navigational facilities as described below. All Vendor furnished communications and electronic navigational equipment shall be of types currently approved by the FCC and the FAA. The following basic facilities are required for all aircraft:

1. VHF Communications

Aircraft shall be equipped by the Vendor with operating VHF (FAA frequencies) communications system consisting of equipment currently approved by the FCC and FAA. Other channels will include the tower and ground control frequency most used in the Vendor's area of operation while under agreement to the WVDOF. All radio equipment shall be securely mounted.

2. **Additional Channels Should Include The Following Frequencies For Working with The WVDOF:**

- a. Caddell TX 151.430 DPL 025 RX 159.390 DPL 331
- b. Moundsville TX 151.430 DPL 031 RX 159.390 DPL 331
- c. Cacapon TX 151.220 DPL RX 159.270 DPL 263
- d. Nathaniel Mtn. TX 151.220 DPL 025 RX 159.270 DPL 263
- e. North Mtn. TX 151.220 DPL 026 RX 159.270 DPL 263
- f. Cottle Knob TX 151.385 DPL 031 RX 159.315 DPL 431
- g. Skyline TX 151.220 DPL 043 RX 159.270 DPL 263
- h. Point Mtn. TX 151.385 DPL 047 RX 159.315 DPL 431
- i. Stuart Mtn. TX 151.385 DPL 026 RX 159.315 DPL 432
- j. Ivy Knob TX 151.325 DPL 026 RX 159.240 DPL 606
- k. Kenny Mtn. TX 151.325 DPL 074 RX 159.240 DPL 606
- l. Gauley Mtn. TX 151.325 DPL 025 RX 159.240 DPL 606
- m. Windmill Gap TX 151.325 DPL 031 RX 159.240 DPL 606
- n. Bee Mt. TX 151.175 DPL 054 RX 159.390 DPL 464
- o. Bolt Mtn. TX 151.175 DPL 065 RX 159.390 DPL 464
- p. Chestnut Ridge TX 151.175 DPL 026 RX 159.390 DPL 464
- q. Gartin Knob TX 151.175 DPL 051 RX 159.390 DPL 464
- r. Mingo Mtn. TX 151.175 DPL 047 RX 159.390 DPL 464
- s. Salem TX 151.205 DPL 054 RX 159.465 DPL 703
- t. Spencer/Roane TX 151.205 DPL 047 RX 159.465 DPL 703
- u. Glenville TX 151.205 DPL 664 RX 159.465 DPL 703
- v. Compact TX 159.285 CSQ RX 159.285 CSQ
- w. Region I East (Panhandle) or Region II West (Beckley) Air to Ground TX 151.160 CSQ RX 151.160 CSQ



- x. Region II North (French Creek) or Region III South (Milton) Air to Ground TX 159.360 CSQ RX 159.360 CSQ

The WVDOF will provide the Vendor with additional frequencies if required.

B. ELECTRONIC NAVIGATION EQUIPMENT

The aircraft operating for the WVDOF shall be equipped by the Vendor with a complete and fully operating OMNI navigation system.

C. VHF RADIO - VENDOR AIRCRAFT

Purchase Order aircraft must have VHF multi-channel capability and be programmable to accept the WVDOF channels as stated above.

The Vendor shall install, make operable and maintain the necessary wiring, connectors, cables, etc., to permit the operation of the radio through the aircraft audio control systems including, but not limited to, the following:

1. Provide a location for the control head convenient to the pilot.
2. One weatherproof external broadband antenna covering the band 136 - 174 MHZ with associated coaxial and connectors. Aircraft shall be bonded and shielded so as to allow optimum radio communications.

D. INSPECTION

The WVDOF and/or the State Aviation Division will inspect all radio installations. Facilities that are substandard electrically or mechanically will not be approved. The Vendor shall provide evidence that the Radio/Electronic Equipment that he is required to furnish has been inspected and serviced as required by a qualified radio maintenance shop. All equipment shall conform to Part 135 requirements.

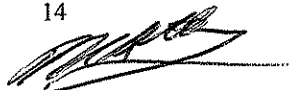
E. SERVICE AND MAINTENANCE

It is the responsibility of the Vendor to maintain in good working order all radio facilities he is required to furnish. Failure to do so could result in the aircraft being deemed in violation of Section 3.3.

3.6 REPAIR AND MAINTENANCE REQUIREMENTS AND AUTHORIZATIONS

The Vendor shall assure the aircraft is maintained and repaired in accordance with 135 air carrier certificate. Should periodic inspections indicate a general laxity in this respect, it will be sufficient grounds for termination of the Purchase Order under Section 27.

3.7 ADDITIONAL AIRCRAFT



- A. If the WVDOP identifies a need and the Vendor obtains additional aircraft of the same make and model in this Purchase Order, those aircraft **may** be added to this Purchase Order. Additional aircraft will be paid at the same price as aircraft originally offered.
- B. If the WVDOP identifies a need for additional aircraft and an aircraft of the same make and model specified in this Purchase Order is not available, a secondary aircraft with an equivalent NWCG type rating or one type rating below (NWCG Type III) will be acceptable upon approval by the WVDOP. All of the requirements and specifics of primary aircraft stated in this Purchase Order will apply to the secondary aircraft. This secondary aircraft would only be used on a CWN (Call When Needed) basis **ONLY** designated by the State Forester or the Assistant State Forester for Forest Protection.

The secondary aircraft will not be used as the primary aircraft agreed upon in this Purchase Order between the WVDOP and the Vendor.

The secondary helicopter make and model should be specified in Addendum A.

3.8 REFUELING

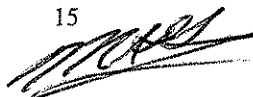
- A. The Vendor shall utilize the closest airport in proximity to the wildfire to refuel. (See Addendum F for facilities that carry Jet A/JP4 fuel).
- B. Division Dispatch will advise the PIC of the closest airport to the wildfire at the time of dispatch.
- C. It is the Vendor's responsibility to make arrangements with airports for refueling. Many of the airports are not staffed full time.
- D. Refueling personnel should be dressed in non-synthetic clothing.
- E. The engine and rotors shall be stopped before refueling. "Hot Refueling" shall not be permitted.
- F. WVDOP personnel may not assist with refueling.

3.9 CLASS A FOAM

At the beginning of this Purchase Order the Vendor will have on hand at the Fixed Base of Operations a minimum of 200 gallons of an approved Class A Foam. The Vendor will not let approved Class A Foam supplies drop below 20 gallons during the Purchase Order.

SECTION 4. PILOT HOURS AND PILOT PERFORMANCE

SAFETY IS OF UTMOST IMPORTANCE and pilot fatigue is to be avoided to the extent possible.



Therefore, WVDOP regulations limit the hours that pilots can fly as follows:

- A. A maximum of eight (8) hours flight time during any day of Alert Status.
- B. A maximum of forty-eight (48) hours flight time during any consecutive six (6) day period of Alert Status. When a pilot acquires thirty-six (36) or more flight hours in a consecutive six (6) day period, the pilot will be given the following calendar day off duty for rest, after which a new six (6) day cycle will begin.
- C. The WVDOP may also ground any pilot, either temporarily or permanently, who flies recklessly, continues to make ineffective drops, or otherwise conducts himself in a manner detrimental to the purpose for which he is contracted. The pilot is responsible for obstacle clearance and safe flight.

SECTION 5. SUBSTITUTION OF AIRCRAFT OR PILOT

5.1 During period of Alert Status, the Vendor may furnish substitute aircraft and/or pilots on a temporary or permanent basis. Any aircraft substituted must be of the same or greater performance capabilities for speed and retardant load capacity as the aircraft specified in the Purchase Order. Any pilot so furnished shall meet the qualification requirements of this Purchase Order. Substitution of either aircraft or pilots will be approved in writing by to the Assistant State Forester for Forest Protection or his representative prior to use. The privilege to substitute aircraft and pilots may be used by the Vendor to avoid liquidated damages or unavailability penalties described under Section 27. Though pilot substitution is permissible, it is desirable for the pilot to remain with the aircraft until the termination of the Alert Status.

5.2 REPLACEMENT VENDOR PERSONNEL

- A. Performance of Purchase Order services may involve work and/or residence on State and Federal property (i.e., National Parks, Refuges, National Forests, etc.). Vendor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities. The Vendor may be required to replace employees who are found to be in noncompliance with host agencies facility rules of conduct.
- B. Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive or detrimental to the purpose for which contracted, shall be replaced by the Vendor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Vendor.
- C. The Vendor shall be notified by the WVDOP and/or the State Aviation Division of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by the Vendor's personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the WVDOP



and/or the State Aviation Division, the Vendor agrees to replace unacceptable personnel not-later-than 24 hours after such notification, or as otherwise mutually agreed upon. The decision as to unacceptability shall be at the sole discretion of the WVDOP and/or the State Aviation Division.

5.3 SUSPENSION OF PILOT

- A. Upon receipt of substantiated information, which indicates a serious safety concern, suspension action of the pilot may be initiated.
- B. Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this Purchase Order may be suspended from performing pilot duties under this Purchase Order.
- C. Upon involvement in an Incident with Potential as defined under Mishaps, a pilot operating under this Purchase Order **may** be suspended from performing pilot duties under this Purchase Order.

SECTION 6. RATES OF PAY

- 6.1 The following rates are the amount of payment for which the Vendor will provide the services described in this Purchase Order:
 - A. The rates for Call When Needed (CWN) include all operating expenses of the aircraft, appliances, the required Class A Foam, equipment, insurance, properly qualified pilots, and flight time from the Vendor's Fixed Base of Operations to the wildland fire and return.
 - B. Rates for Alert Status will include the above aforementioned plus the Guaranteed Payment for Alert Status, ferry flight to the Designated Base, and ferry flight to return to the Fixed Base of Operations.
- 6.2 The WVDOP guarantees a minimum of forty (40) hours of aggregate flight time per Purchase Order year; payments for unused flight time under this minimum will be made at the CWN rate.
- 6.3 On Addendum A, the Vendor should list all costs to be included in this Purchase Order.

SECTION 7. READINESS TO PERFORM DURING THE ALERT STATUS

- 7.1 During the Alert Status the aircraft shall be stationed and remain at the Designated Base of operation, serviced and ready for take off.
- 7.2 During said periods the aircraft pilots will remain in Alert Status unless relieved by the WVDOP.



- A. Immediate take-off shall mean that no more than fifteen (15) minutes shall lapse between the time the flight order is given and the time the aircraft is airborne.
- B. This time is the maximum times that can be taken by the Vendor without being subject to penalties described under Section 27.
- C. During the Alert Status, when conditions are favorable, the availability requirements may be modified by the Assistant State Forester for Forest Protection. Such breaks may be authorized verbally for periods of less than a full day if documented by a notation on the form. Approval for breaks for a full day or more will be in writing.

SECTION 8. UNAVAILABILITY OF AIRCRAFT AND PERSONNEL

As used throughout this Purchase Order, "unavailability" or unavailable shall mean:

- 8.1 Any day or portion thereof during Alert Status that the Vendor's aircraft and/or crews are not in condition to perform ordered flight; or
- 8.2 Failure to comply with availability and readiness requirements; or
- 8.3 Downtime outlined in Section 4.

SECTION 9. LOADING CAPACITY

Aircraft shall be loaded to their maximum capacity consistent with safety requirements under varying climatic, elevation and flying conditions. Smaller loads may be approved by the Assistant State Forester for Forest Protection under certain conditions. Spot checks will be made to determine that the minimum requirements set forth in this Purchase Order are being met.

SECTION 10. TEST FLIGHTS

As a readiness requirement, the WVDOP and/or the State Aviation Division may order flight and water drops to test the condition of the aircraft, bucket, gate security, release mechanism, radio communications, and to maintain proficiency of the flight crew. Ordered flights for this purpose are not to exceed a total of three (3) hours per aircraft per Purchase Order year. Test Flights are a part of the requirements and **no additional payment** will be made therefore.

SECTION 11. FERRY FLIGHTS

11.1 PRIOR TO OR AFTER THE ALERT STATUS:

Before and after the Alert Status period, ferry flight means any ordered flight from the Fixed



Base of Operations to a Designated Base. In addition, when the Vendor's aircraft, equipment and personnel have been released from the Designated Base, ferry flight means flight from the Designated Base to the Fixed Base of Operations. Ferry time will be paid at the flight rate specified under Section 6.

11.2 FERRY FLIGHT WEATHER MINIMUMS:

It is accepted knowledge that established weather minimums may not be acceptable criteria for safe flight operations, therefore any ferry flight operation necessary during marginal weather minimums will be conducted only when approved by the PIC. Should the PIC deem it necessary to delay a requested Ferry Flight, the Vendor/PIC shall notify the Assistant State Forester for Forest Protection.

SECTION 12. FLIGHT OR FLYING TIME

- 12.1** Flight or flying time will be calculated in minutes and will begin when the aircraft leaves the loading area and stop when the individual sortie is completed. Flying time will not be calculated during fueling or loading additional supplies.
- 12.2** It is the responsibility of the pilot to communicate with the Division Dispatch the time in which the aircraft leaves and/or returns to the Fixed Base of Operations or Designated Base or other established bases/ports for refueling. The pilot shall also communicate to Division Dispatch the time that the aircraft is diverted to another wildfire.
- 12.3** All flights, going to and coming from a wildfire, will be ordered from Division Dispatch. Pilots shall travel the most direct routes consistent with safety, weather conditions and aircraft performance capabilities. Known distances flown and known speed of the aircraft will be used as a basis to determine that the flight time is reasonable. No payments will be made for unreasonable time.
- 12.4** The WVDOP will determine what constitutes an unreasonable time.

SECTION 13. UTILIZATION OF AIRCRAFT

When air attack aircraft in addition to those under Purchase Order are required to suppress wildfires, the following priorities will be used to the extent feasible:

- A. Use additional aircraft from Vendor which have been approved for use;
- B. Use aircraft owned or under contract to any agency cooperating with the WVDOP in fire suppression;
- C. Use any other aircraft available where aircraft and pilots are pre-qualified by the USFS, OAS or other state suppression agencies.



SECTION 14. MEALS, LODGING, TRANSPORTATION

The Vendor shall make his own business arrangements for housing, subsistence, transportation and other expenses of his employees at his designated base, as well as at all of the approved auxiliary operational sites.

SECTION 15. AIRPORT USE, COSTS, FUEL, WATER

- 15.1** The Vendor shall make his own business arrangements for use of the airport at his designated base as well as at all approved auxiliary operational sites. The Vendor shall pay for all costs incidental to his operations at these bases, including aircraft oil, fuel, and water. All business arrangements are strictly between the vendor and Vendor. The Vendor shall arrange with the airport for the needed water supply. This may also include a storage tank depending on the Vendor's equipment capability. The Vendor will pay for any extra help needed to load fire suppressant material in the aircraft. The WVDOP may also arrange for loading support of fire suppressant material.
- 15.2** Ingress and Egress: The Vendor will obtain permission for rights of ingress and egress to all helicopter landing sites (heliports) for all persons, materials and equipment of the Vendor necessary to the project.
- 15.3** Heliports and Water Sources: The WVDOP will not arrange for heliports and water sources to facilitate landings and take-off, mixing, and loading. These heliports and water sources will be on or as near the fire as practical. The location and finding of water sources will be the responsibility of the Vendor.

SECTION 16. ABORTED MISSION

- 16.1** No payment will be made for flights when the load of fire suppressant material is accidentally or carelessly dropped on non-target areas.
- 16.2** The pilot and/or aircraft may be grounded after any aborted mission until the cause has been determined and corrected.

SECTION 17. ACCURACY OF DROP ON TARGET AREAS

To be effective for control of wildfire, the water and Class A Foam must be accurately dropped on the target areas from low levels. Normally, the ideal range for a drop is between 50 and 150 feet above the ground. Fire suppressant material drops which miss the target area are of no value to the WVDOP. It is recognized at times, drops will be ordered on targets which are difficult to hit. Therefore, specific accuracy requirements are not included in this Purchase Order. However, since satisfactory performance cannot be achieved without reasonably accurate dropping of fire suppressant material, the WVDOP may terminate the Purchase Order if performance in this respect



is consistently unsatisfactory regardless of whether due to pilot error, limitations of the aircraft or a combination of both. Suggested drop altitudes must not jeopardize safety. The pilot is solely responsible for obstacle clearance.

SECTION 18. LIABILITY

- 18.1** It is understood that the pilot is the "captain of his ship" and is free to refuse any flight which he considers hazardous or unsafe.
- 18.2** Damage Claims: Should the Vendor receive notice of any damage claim, he will, in turn, notify the WVDOF in writing within ten (10) days specifying location of tract, nature of damage, and name and address of the person making said claim. The Vendor will also contact the person making the claim within 10 days to begin process for resolution of the claim. Failure of the Vendor to comply will be deemed a serious violation that may result in Purchase Order termination.

SECTION 19. SAFETY AND ACCIDENT PREVENTION

- 19.1** Vendor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees.
- 19.2** The Vendor shall furnish a copy of all reports required to be submitted to the FAA by the FARs that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the FARs, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

- 19.3** Following the occurrence of a mishap, the WVDOF will evaluate whether noncompliance or violation of provisions of the Purchase Order, the FARs applicable to the Vendor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap. The Vendor shall fully cooperate with the WVDOF in the fulfillment of this clause.
- 19.4** The Vendor shall keep and maintain programs necessary to ensure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the Purchase Order.

Examples of such programs are:

1. Personnel activities;
2. Maintenance;



3. Safety;
4. Compliance with regulations.

SECTION 20. MISHAPS

20.1 MISHAP REPORTING

The Vendor of an aircraft for the State shall immediately, and by the most expeditious means available, notify the NTSB, closest FAA facility/office, the Assistant State Forester for Forest Protection and the State Aviation Division when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

The WVDOF shall immediately be notified when an "Incident with Potential" occurs.

20.2 FORMS SUBMISSION

Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Vendor will provide the State Aviation Division with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

The NTSB Form 6120.1/2 does not replace the Vendor's responsibility to submit to the WVDOF a "Safecom" to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. (See Addendum B).

20.3 PRESERVATION REQUIREMENTS

The Vendor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the WVDOF. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The WVDOF shall be immediately notified when such actions take place. **The NTSB's release of the wreckage does not constitute a release by the WVDOF.**

20.4 MISHAP INVESTIGATIONS

- A. The Vendor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Vendor or WVDOF personnel arising in the course of performance under this Purchase Order.
- B. Following a mishap, the Vendor will ensure that personnel (pilots, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the State Aviation Division. Further, the Vendor fully agrees to cooperate with the WVDOF during an investigation and make available personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the WVDOF or their State Representative.



20.5 COSTS RELATED TO INVESTIGATION

The NTSB or other agency will determine their individual agency investigation cost responsibility. The Vendor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled.

20.6 RESCUE AND SALVAGE RESPONSIBILITIES

The cost of search, rescue and salvage operations shall be the responsibility of the Vendor.

SECTION 21. INSURANCE MINIMUM AMOUNTS

- 21.1** Vendor must provide documentation of Workmen's Compensation insurance sufficient to cover all of the employees of a Vendor working to fulfill this Purchase Order.
- 21.2** Vendor must provide documentation of Comprehensive General Liability insurance, including bodily injury and property damage insurance, to protect the State of West Virginia and the Vendor from claims arising out of the performance of the Purchase Order. The amount of bodily injury insurance shall not be less than \$2,000,000.00 for injury to or death of persons in a single occurrence, and the amount of property damage insurance shall not be less than \$2,000,000.00 per occurrence of property damage, or \$4,000,000.00 aggregate. Property Damage Liability is also to include retardant/water damage liability.
- 21.3** Vendor will provide proof of Air Craft liability insurance in the amount of \$2,000,000.00.
- 21.4** The Vendor will provide documentation of Comprehensive Automobile Liability insurance in the amount of \$2,000,000.00 per occurrence.
- 21.5** The WVDOF assumes no responsibility for the death or injury to persons or for claims for damage to real or personal property arising out of or in connection with the performance of the services contracted or resulting from the Purchase Order. The policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the WVDOF.
- 21.6 HOLD HARMLESS**

Vendor shall be responsible for and agrees to indemnify and hold harmless the State of West Virginia from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits and actions by any party against the State of West Virginia in connection with the work performed by Vendor.

SECTION 22. SUPPRESSION TECHNIQUES


Judgment of effectiveness of wildfire suppression procedures will be the responsibility of WVDOF personnel.

SECTION 23. VENDOR INTEGRITY PROVISIONS

23.1 DEFINITIONS

- A. **Confidential information:** Information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the State of West Virginia.
- B. **Consent:** Written permission signed by a duly authorized officer or employee of the State of West Virginia, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the State of West Virginia shall be deemed to have consented by virtue of execution of this Purchase Order.
- C. **Vendor:** The individual or entity that has entered into this Purchase Order with the State of West Virginia, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.
- D. **Financial Interest:**
 - 1. Ownership of more than a 5% interest in any business; or
 - 2. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- E. **Gratuity:** Any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

23.2 The Vendor shall maintain the highest standards of integrity in the performance of this Purchase Order and shall take no action in violation of state or federal laws, regulations or other requirements that govern contracting with the State of West Virginia.

23.3 The Vendor shall not disclose to others any confidential information gained by virtue of this Purchase Order.

SECTION 24. PAYMENT

24.1 Division Dispatch will record all flight times. Times will be provided to the Vendor at the end of each week during in which flight time occurs.

24.2 It is the Vendor's responsibility to reconcile any discrepancies with Division Dispatch.



- 24.3 The Assistant State Forester for Forest Protection will make final determination of all flight times.
- 24.4 Payments will be made for the services provided in accordance with the Prompt Pay Act of 1990, upon receipt of invoice approved by the authorized representative of the WVDOF. Payments for Alert Status will be invoiced and paid separately. Flight time and Ferry time will be paid for at the appropriate rates. Final payment will be made, in accordance with the Prompt Pay Act of 1990, after determining the Vendor has satisfied the requirements and based on the guarantee of 40 hours of flying service as described in this Purchase Order.

SECTION 25. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

All aerial suppression aircraft used by the Vendor under the terms and conditions of this Purchase Order shall be operated in full and complete conformance with the requirements of the FAA. This includes aircraft and pilot licenses as required.

SECTION 26. PERFORMANCE BOND

The Vendor shall furnish a Performance Bond in the amount of \$25,000.00. This performance bond must be in effect for the full term of the Purchase Order. The Vendor agrees that, upon failure of the Vendor to fulfill the conditions and requirements of the Purchase Order, said bond shall be forfeited to the WVDOF.


SECTION 27. FAILURE TO PERFORM

- 27.1 The amount of \$100.00 per hour will be deducted from the total payment of Alert Status for each hour or portion thereof that aircraft and/or personnel are unavailable between the hours of 07:00 and 19:00 LPT during Alert Status periods. Deductions shall be made at the end of each week in which Alert Status is in effect. Vendor shall not be liable for reductions if the failure to meet the terms of the Purchase Order arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State of West Virginia in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Vendor.
- 27.2 Failure to meet the availability requirements, as set forth in Section 3, shall give the WVDOF the right to initiate termination of this Purchase Order if such unavailability continues for a period of three (3) consecutive calendar days, or for a total of five (5) or more calendar days during the Purchase Order. Should it become necessary to terminate the Purchase Order as above provided, the Vendor shall be liable for any additional costs incurred by the WVDOF for procuring and utilization of similar services elsewhere.



SECTION 28. WVDOF RESPONSIBILITIES AND RIGHTS

- 28.1 In the course of their normal travels, WVDOF personnel may locate and map water sources to be used by the Vendor.
- 28.2 WVDOF Personnel: The WVDOF must be on the incident at all times during water dropping operations. The WVDOF will also direct the Vendor from one incident to another.
- 28.3 WVDOF Rights: The WVDOF reserves the right to halt the aerial operation at any time when, in the opinion of the WVDOF, the Vendor violates the Purchase Order or the Vendor's performance is unsafe, or otherwise unsatisfactory.
- 28.4 The WVDOF may supply the Vendor with material and supplies. The Vendor shall be liable for loss or damage to such furnished property until the completion of the guaranteed period. Items which may be supplied include hand-held radio with charger and fire shelter.
- A. The WVDOF will retain full ownership and control of any of its property which it may loan and shall retain the right to discontinue temporary loan arrangements at any time and withdraw all loaned equipment.
 - B. It shall be the responsibility of the Vendor to return all WVDOF-owned property in his custody upon the occurrence of any following events:
 1. Immediately after the end of the guaranteed period; or
 2. Termination of the Purchase Order to which this specification is applied.
 - C. Return of all WVDOF owned property shall be done by the Vendor to the WVDOF employee making the original issue.
 - D. The WVDOF is not liable for failure of any equipment loaned to the Vendor.


 (VENDOR Signature)
 MARPAT Aviation

ADDENDUM A

On this Addendum, the Vendor should list all costs to be included in this Purchase Order.

For bid comparison, the WVDOF is supplying hourly averages from the past three full years of the current Purchase Order. These averages do not constitute a minimum or guarantee of hours; this only provides a means of comparison of bids.

1) AIRCRAFT DURING CALL WHEN NEEDED

	Yearly average, past 3 years		Bid Rate	Total
Rate per flight hour for aerial delivery and cascading:	<u>34.047</u> Hours	X	\$ <u>1,875.00</u>	= \$ <u>63,838.125</u>

2) AIRCRAFT DURING ALERT STATUS

	Yearly average, past 3 years		Bid Rate	Total
a. Daily rate for Alert Status:	<u>7.000</u> Hours	X	\$ <u>1,475.00</u>	= \$ <u>10,325.00</u>
b. Rate per ferry flight hour to and from Designated Base:	<u>1.000</u> * Hours	X	\$ <u>1,577.00</u>	= \$ <u>1,577.00</u>

* Actual yearly average from past three years is 0.000; 1.000 will be used for bid comparison purposes

c. Rate per flight hour for aerial delivery and cascading:	<u>9.471</u> Hours	X	\$ <u>1,577.00</u>	= \$ <u>14,935.767</u>
--	-----------------------	---	--------------------	------------------------

Total (1, 2a, 2b, & 2c) \$ 90,675.892

40 Hrs. Guaranteed @ \$1875.00 per hr. = \$75,000.00

* **BID SELECTION WILL BE DETERMINED BY TOTAL OF ITEMS IN NUMBERS 1 AND 2**

3) ADDITIONAL AIRCRAFT, AS REFERENCED IN 3.10(B) (CALL WHEN NEEDED BASIS ONLY):

\$ 875.00 per Hr.

Helicopter make and model FH1100, 206B, Abonette 3130

BID SELECTION WILL NOT BE DETERMINED BY AMOUNT IN NUMBER 3

ADDENDUM B

Safety Communiqué Form

OAS-34 / FS 5700-14

<p>SAFECOM Aviation Safety Communiqué</p>		<p>REPORTED BY: (optional)</p>		
		<p>Name: E-Mail: Phone: Cell Phone: Pager: Organization: Organization Other: Date Submitted: mm/dd/yyyy</p>		
<p>EVENT</p>				
<p>Date: mm/dd/yyyy</p>		<p>Local Time: hhmm</p>	<p>Injuries: Y/N</p>	<p>Damage: Y/N</p>
<p>State:</p>		<p>Location: (Airport, City, Lat/Long or Fire Name)</p>		
<p>Operational Control: Agency: Region: Unit:</p>				
<p>MISSION (* see look-up tables)</p>				
<p>Type: *</p>		<p>Other:</p>		
<p>Procurement: *</p>		<p>Other:</p>		
<p>Persons Onboard:</p>		<p>Special Use: Y/N</p>	<p>Hazardous Materials: Y/N</p>	
<p>Departure Point:</p>		<p>Destination</p>		
<p>AIRCRAFT (* see look-up tables)</p>				
<p>Type: *</p>	<p>Tail #</p>	<p>Manufacturer: *</p>	<p>Model:</p>	
<p>Owner/Operator:</p>		<p>Pilot:</p>		
<p>NARRATIVE: (A brief explanation of the event)</p>				
<p>CORRECTIVE ACTION: (What was done to correct the problem)</p>				

SAFECOM FORM INSTRUCTIONS

The **Aviation Safety Communique (SAFECOM) database** fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the Department of Interior agencies and the US Forest Service. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM Form OAS-34/FS-5700-14 to report any condition, observation, act, maintenance problem, or circumstance with personnel or aircraft that has the potential to cause an aviation-related mishap. The SAFECOM system is **not** intended for initiating punitive actions. Submitting a SAFECOM is not a substitute for "on-the-spot" correction(s) to a safety concern. It is a tool used to identify, document, track and correct safety related issues. A SAFECOM **does not** replace the requirement for initiating an accident or incident report.

These instructions and helpful hints are intended to make the process of submitting a SAFECOM as easy as possible. If you need assistance, please don't hesitate to call the Forest Service at (208) 387-5285 or the Aviation Management Directorate, Aviation Safety (formerly OAS) at (208) 433-5070. After the completion and submission of your SAFECOM, your data will be stored in a central database that is shared on an interagency basis. Therefore, you only have to submit one SAFECOM per event.

The **REPORTED BY** section is associated with the person submitting the SAFECOM. All of these fields are optional. However, this contact information is extremely helpful if it becomes necessary to follow-up with the submitter on a particular issue. This section asks for the name of the person reporting the event, their contact information and the organization they work for. If you choose to submit your name or any other information in this section, it will not appear on the SAFECOM that is available to the general public.

The **EVENT** section asks for the "when" and "where" in addition to damage or injuries. Enter the Date in the mm/dd/yyyy format, and then enter the Time using the 24-hour time format **hhmm**. Note that the date is a required field and both the date and time fields will only accept numeric characters. Were there any **Injuries? Yes** or No. If you select Yes, please explain in the narrative. Was there any **Damage? Yes** or No. If you select Yes, please explain in the narrative. The next field in this section is the **State**, which applies to the state where the event occurred. Note that the **State** field is a required entry. In the Location field enter the airport, name of the fire or lat and long. The next three selections identify the Agency, Region or State for USDI and the Unit that had operational control of the mission at the time of the event. These selections determine which organization(s) will receive initial notification that a SAFECOM has been entered into the database. From the look-up table select the Agency. From the next lookup table select the **Region** for USFS or **State** for USDI. Next, select the **Unit** from the look-up table if it applies. See examples below:

Agency: Bureau of Land Mgt
Agency: Forest Service

Region: Alaska State Office
Region: Region 2

Unit: Glenallen FO
Unit: San Juan NF

The **MISSION** section asks for information that describes the mission at the time of the event. In the **Type** field, use the look-up table to make a selection that best describes the mission that was being performed. Use the **Other** field if you need to further identify the mission or if nothing is available from the look-up table that actually describes the mission. In the **Procurement** Field,



enter how the aircraft you were utilizing was procured from the look-up table. Use the **Other** field to further identify procurement if necessary. Under **Persons Onboard**, enter the total number of people on the aircraft, which includes the pilot(s), all flight crew personnel and passengers. Was the mission **Special Use, Yes or No?** Many of our missions are special use. In fact, almost all fire missions are considered special use as well as animal counting, herding, eradication, etc. Were there **Hazardous Materials** onboard, **Yes or No?** In **Departure Point**, enter where you departed from, an airport or helibase for example and under **Destination**, enter the intended destination, which could be an airport, fire name or helispot.

The **AIRCRAFT** Section generally applies to the aircraft you are utilizing. However, in the event of an airspace intrusion, conflict or near mid-air, enter as much information as possible about the other aircraft. If there are multiple aircraft involved, list the other aircraft in the narrative section. In the **Type** field, enter the aircraft type from the look-up table. In the **Tail #** field enter the tail number of the aircraft beginning with N for US Registered and C for Canadian Registered aircraft. Please do not enter the Tanker, Jumper or Helicopter number unless that is all you have. In the **Manufacturer** field, select the manufacturer from the look-up table. In the **Model** field, enter the model number without any spaces or hyphens for example, 206L3, DC6, PB4Y2. In the **Owner/Operator** field, enter the name of the agency if the aircraft is an agency fleet aircraft (ie USFS, USDI, etc) or the name of the vendor operating the aircraft if it is contracted. In the **Pilot** field enter the pilot's name, first name then last name.

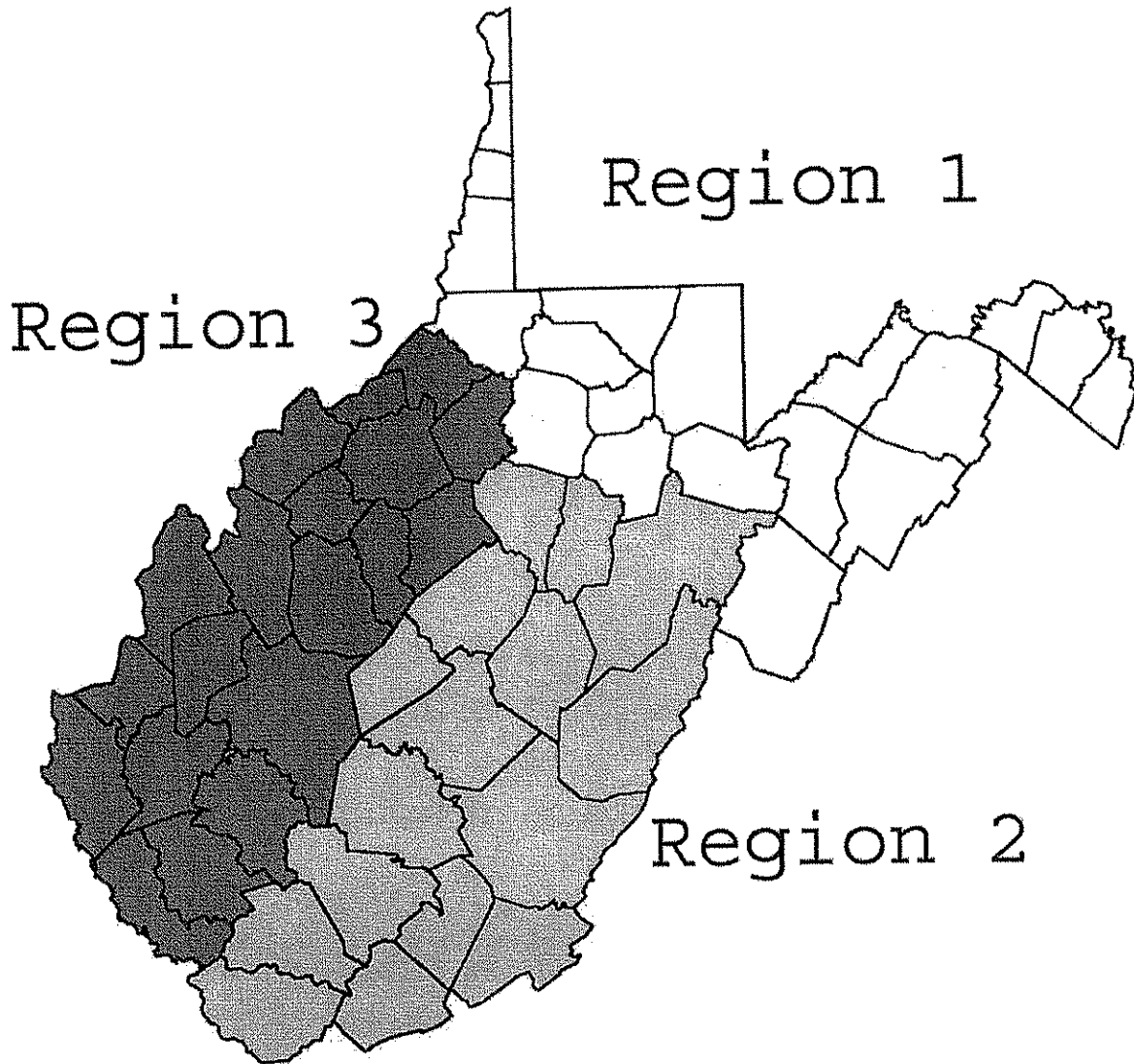
In the **NARRATIVE** section give a brief description of the event with the facts and outcome of the event. Elaborate on any previous blocks above as necessary.

In the **CORRECTIVE ACTION** section give a brief description of the corrective action that was taken in an effort to prevent the event from reoccurring. Remember, submitting a SAFECOM is not a substitute for resolving the problem and taking on the spot corrective action. SAFECOMS are for tracking and trending purposes.

The SAFECOM should be routed through the Assistant State Forester for Forest Protection via the Regional Dispatch.



ADDENDUM C



Region I
PO Box 40
Farmington, WV 26571
(304) 825-6983

Region II
330 Harper Park Dr., Suite J
Beckley, WV 25801
(304) 256-6775

Region III
PO Box 189
Milton, WV 25541
(304) 743-6186

A handwritten signature in black ink, appearing to be 'MPC' or similar, located at the bottom right of the page.

ADDENDUM D

APPROVED WILDLAND FIRE CLASS A FOAM
(MEETS THE REQUIREMENTS OF FOR USFS SPECIFICATION 5100-307)

<u>MAKE</u>	<u>HELICOPTER BUCKET</u>
Ansul Silv-Ex	*
Fire-Trol FireFoam 103	*
Fire-Trol FireFoam 103B	*
Phos-Check WD 881	*
Fire-Trol FireFoam 104	*
Angus ForExpan S	*
Pyrocap B-136	*
Fire Choke	*
Phos-Chek WD 881-C	*
Phos-Check Anchor Point	*
National Foam KnockDown	*
Summit FlameOut	*
Angus Hi-Combat	*
Buckeye Platinum Class A Foam	*



ADDENDUM E

HELICOPTER MAKE/MODLE/SERIES LIST

HELICOPTER LIKE MAKES AND MODELS

<u>MAKE</u>	<u>MODEL</u>
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B series
Bell	206L series
Bell	212, 412
MD	3609 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

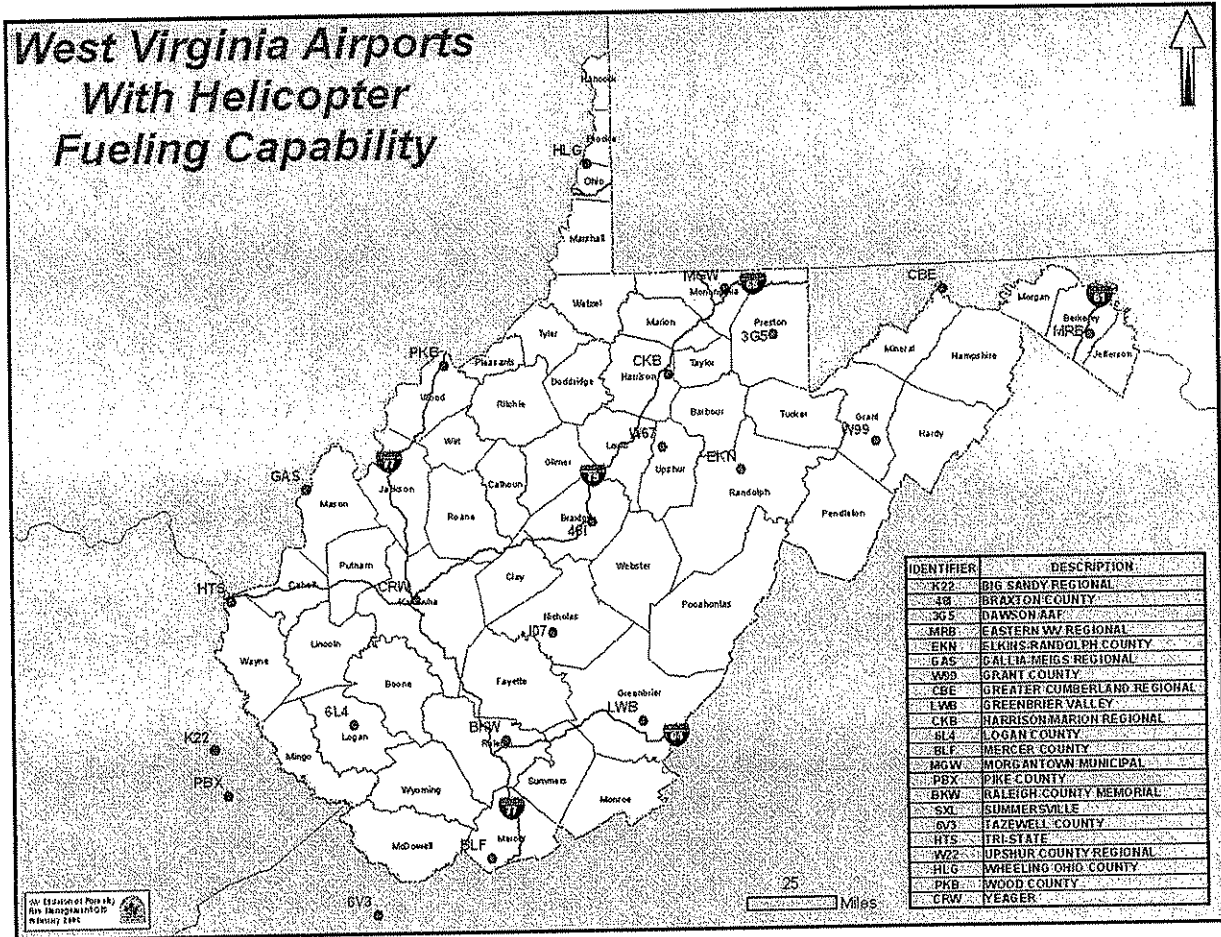
This list does not specifically follow FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/Model qualification and currency are met with time flown in any aircraft in grouping.



ADDENDUM F



State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: MARSHAL Aviation LLC Signed: [Signature]
 Date: 5-3-09 Title: Owner

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: MARPAT Aviation LLC
 Authorized Signature: [Signature] Date: 5-7-09

MARPAT Aviation

"Let's Fly Helicopters"
P.O. Box 161 Switzer, WV. 25647
304-752-0094
marpat@wirefire.com

5/3/09

WV Purchasing Division
Frank Whittaker

RE: FOR10001

Mr. Whittaker,

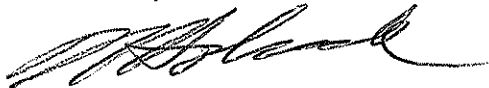
Please accept this bid document on behalf of MARPAT Aviation LLC.

We are currently operating under the FOR1052 purchase order. The required insurance and bid bonding is currently in effect. I have enclosed a copy of the insurance documents.

If we are awarded the contract once again, everything will remain in force as is.

Thank you for this opportunity to bid.

Sincerely,



Michael K. Holbrook
Owner
MARPAT Aviation LLC
304-752-0094

Certificate of Insurance

Named Insured : MARPAT Aviation LLC
Address of Insured: PO Box 161, Switzer, WV, 25601
Company : American National Property
Policy Number : GA96-15748
Effective Date : June 06 2008
Expiration Date : June 06 2009
Aircraft Covered : UH-1B, Alouette 3130, Sikorsky S55, Rockwell Darter, Bell 206, FH 1100

AIRCRAFT LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers: With Passenger Bodily injury Limited to:	\$2,000,000 - Each Occurance \$100,000 - Each Passenger

Certificate Holder: WV Division of Forestry
PO Box 189
Milton, WV. 25541

with whom we agree, if possible, to notify 30 days before date of Cancellation if policy should be canceled, except 10 days for non-payment of premium, but the Company shall not be liable in any way for failure to give such notice

Endorsements Attached-The Certificate Holder, as Lessee/Renter, shall be included as an Additional Insured with respect to Aircraft Liability.
ALL OTHER POLICY CONDITIONS REMAIN UNCHANGED.



Authorized Representative

July 08, 2008

Date

AVIATION INSURANCE MANAGERS, INC.
11650 CLEVELAND AVENUE, NW, DUNCANTOWN, OHIO 44685
(330) 494-1500

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
1/20/2009

PRODUCER (304)752-7075 FAX (304)752-2872
McCallister & Herman, Inc.
313 Hudgins Street
P. O. Box 1887
Logan, WV 25601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED SICO, INC., MARPAT, INC., MARPAT AVIATION LLC, ASSOCIATED IND.
RT. 44S BOX161
SWITZER, WV. 25647

INSURER A: EQUITY INSURANCE MANAGERS INC
INSURER B: DVUA WEST VIRGINIA
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SCP0460645	1/20/2009	1/20/2010	EACH OCCURRENCE	\$ 2,000,000
		FIRE DAMAGE (Any one fire)			\$ 100,000	
		MED EXP (Any one person)			\$ 5,000	
		PERSONAL & ADV INJURY			\$ 2,000,000	
		GENERAL AGGREGATE			\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTOS <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	70APE684326	1/20/2009	1/20/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		BODILY INJURY (Per person)			\$	
		BODILY INJURY (Per accident)			\$	
		PROPERTY DAMAGE (Per accident)			\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$			OTHER THAN AUTO ONLY: EA ACC	\$	
				AGG	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SCP0460645	1/20/2009	1/20/2010	WC STATUTORY LIMITS	OTHER
		E.L. EACH ACCIDENT			\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	
		E.L. DISEASE - POLICY LIMIT			\$ 1,000,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
This policy contains a waiver of subrogation for additional insured named below.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

WV Division of Forestry
1900 Kanawha Blvd. East
Charleston, WV. 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

