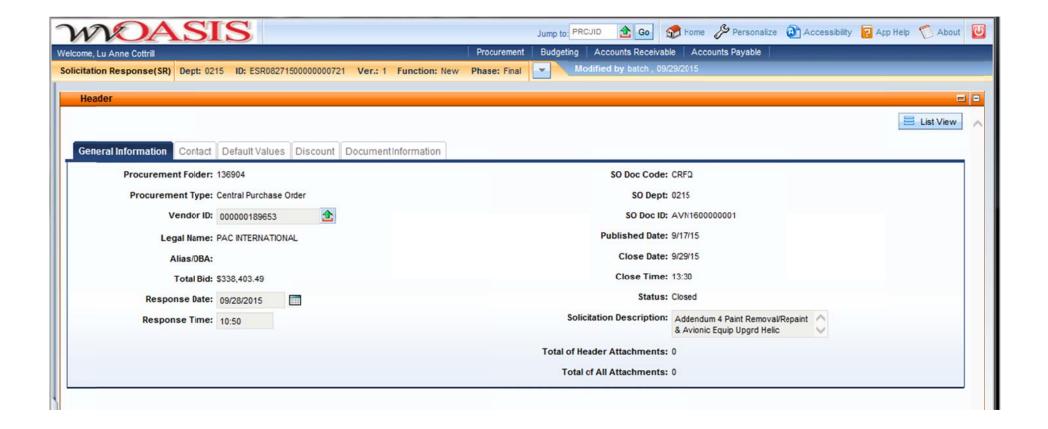


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





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

## State of West Virginia Solicitation Response

Proc Folder: 136904

Solicitation Description : Addendum 4 Paint Removal/Repaint & Avionic Equip Upgrd Helic

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-29 13:30:00	SR 0215 ESR08271500000000721	1

#### VENDOR

000000189653

PAC INTERNATIONAL

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468 laura.e.hooper@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Exhibit A Price Sheet Item 1	1.00000	LS	\$37,533.020000	\$37,533.02

Comm Code	Manufacturer	Specification	Model #	
78181800				

**Extended Description:** 

Remove exterior paint and repaint the interior and exterior per Agency Specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Exhibit A Price Sheet Item 2	1.00000	LS	\$299,130.470000	\$299,130.47

Comm Code	Manufacturer	Specification	Model #	
78181800				

**Extended Description:** 

Remove designated equipment in Section 4.1.2 and provide and install as required items in 4.1.3 thru Section 4.1.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Exhibit A Price Sheet Section B	1.00000	LS	\$1,740.000000	\$1,740.00

Comm Code	Manufacturer	Specification	Model #	
78181800				

**Extended Description:** 

Section B Flight time calculation to fly round trip from Charleston, WV Yeager Airport to contractor's facility in nautical miles

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a one-time purchase contract for paint removal, re-paint (interior and exterior), provide selected equipment

#### CERTIFICATIONAND SIGNATURE PAGE

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

Paradigm Aviatin, Inc. (dba PAC International)

(Company)

Harold E. "Ed" Wahl, Director of Maintenance

(Authorized Signature) (Representative Name, Title)

724-887-4413 / 724-887-4447 / Sept. 18, 2015

(Phone Number) (Fax Number) (Date)

### State of West Virginia

### VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% vendor preference for the reason checked:
- NA 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**,
- NA 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,
- NA 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,
- Application is made for 2.5% vendor preference for the reason checked:
- NA 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% vendor preference for the reason checked:
- NA

  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% vendor preference for the reason checked:

  NA
  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivi
- $\overline{\mathrm{NA}}$  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% vendor preference who is a veteran for the reason checked:
- NA
  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.
- Application is made for 3.5% vendor preference who is a veteran for the reason checked:
- NA 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.
- Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
- NA Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Parac	digmAviation, Inc. (dba PAC Intl)	Signed:	
Date: 9/2	21/2015	Title: Director of Maintenance	

### STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

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

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

#### **DEFINITIONS:**

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Paradigm Aviation, Inc. (dba PAC International)
Authorized Signature:
State of Pennsylvania
County of <u>Fagette</u> , to-wit:
Taken, subscribed, and sworn to before me this 21 day of September, 2015.
My Commission expires August 30 , 20/7.
AFFIX SEAL HERE NOTARY PUBLIC Barlo R. Lew and wish

Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA Notarial Seal

Notarial Seal

Darria R. Lewandowski, Notary Public

Upper Tyrone Twp., Fayette County

My Commission Expires Aug. 30, 2017

\*\*\*MERER. PENNSYLVANIA ASSOCIATION OF NOTARIES

#### **SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a contract for paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia; Bell TH-67, N61528, S/N: 5269 Helicopter.

The Bell TH-67, N61528, S/N 5269 Helicopter is state obtained as military surplus to be updated for civilian use. The aircraft currently is equipped with low skid gear, standard equipment and the following avionics equipment installed:

- (3) NATCOM AA95-766.
- Bendix King KFS-599A UHF Radio.
- Bendix King KX 165 Nav/Com.
- SFENA H140-JJM1 Artificial Horizon.
- Bendix King KI-525A HSI.
- SHADIN Fuel Flow Indicating System.
- KEA-129 Encoding Altimeter.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Services"** means paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia Bell TH-67, N61528, SN: 5269 Helicopter as more fully described in these specifications.
  - **2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "Agency' shall be defined as the State of West Virginia Aviation Division

- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. The vendor must be a Federal Aviation Administration (FAA) approved Repair Station on Bell helicopters for at least 10 years. Vendor should submit corporate resume with their submitted bid response to document this requirement. This documentation will be required before award of contract.

### 4. MANDATORY REQUIREMENTS:

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
  - 4.1.1 The Vendor shall chemically remove the exterior paint and re-paint the interior and exterior onsite at the vendor's maintenance facility.
    - 4.1.1.1 The exterior paint will be refinished in accordance with the State of West Virginia Aviation Division 3 color scheme to include the following colors: White N3220X, Dark Concord Blue Metallic LO328HLG and Las Vegas Gold Metallic 5242.(Attachment A Drawing example). This artist rendering is displayed on a Bell 407 but this is the paint scheme we want on the Bell TH-67.
  - 4.1.2 The vendor shall remove the following equipment from the aircraft and return to the State of WV Aviation Division to be disposed of in accordance with WV State Surplus Property Rules and Regulations:
    - 4.1.2.1 Remove transponder Bendix King model KT76A
    - **4.1.2.2** Remove two (2) audio panels NATCOM AA95 on the front instrument panel and replace with one (1) AMS 44N dual channel audio panel
    - 4.1.2.3 Remove UHF (ultra-high frequency) radio KTR-09
    - **4.1.2.4** Remove all wiring associated with the previous avionics installations.

- 4.1.3 The vendor shall provide and install the following new avionics equipment unless it is provided by the State of West Virginia per 4.1.7.1 below:
  - 4.1.3.1 Garmin GTN 750 GPS/NAV/COM 16 Watt with Helicopter Terrain Awareness and Warning System (HTAWS) or Equal with all selectable NAV sources ready to be interfaced to a compatible Horizontal Situation Indicator (HSI) System allowing Wide Area Augmentation System (WAAS) enabled approaches. Current HSI is in good working condition and replacement is not expected at this time.
    - **4.1.3.1.1** Physical dimensions: Approximately 6.0"W x 6.0"H x 11.0"D
    - **4.1.3.1.2** Display size: Approximately 4.5"W x 5.0"H Display type: Color TFT LCD; sunlight readable
    - 4.1.3.1.3 Weight: Approximately 9.0 lbs.
    - 4.1.3.1.4 Voltage: 28 VDC
    - 4.1.3.1.5 Built-in VHF Communication
    - **4.1.3.1.6** Built-in VOR/Loc/Glideslope
    - 4.1.3.1.7 Navigation database coverage areas: North America
    - 4.1.3.1.8 Minimum 2 year warranty required
  - **4.1.3.2** Garmin GTX 330 transponder (or Equal) interfaced to the GTN 750 and GDL 88 as required.
    - **4.1.3.2.1** Physical dimensions: Approximately 6.0"W x 2.0"H x 11.0"D
    - **4.1.3.2.2** Weight: Approximately 4.0 lbs. installed with rack and connectors.
    - **4.1.3.2.3** Altitude: surface to 18,000 feet

**4.1.3.2.4** Voltage: 28 VDC

4.1.3.2.5 Mode A and S capable

- 4.1.3.3 Garmin GDL 88 (or Equal), Diversity, with install kit interfaced to the GTN 750 to allow Automatic Dependent Surveillance (ADS-B) "Out" and ADS-B "In" datalink technology that allows it to receive subscription-free Flight Information Service-Broadcast (FIS-B) weather broadcast from ADS-B ground stations.
  - **4.1.3.3.1** Unit size: Approximately 2.0"W x 6.0"H x 7.0"D including mounting rack and connectors.
  - **4.1.3.3.2** Weight: Approximately 4.0 lbs.
  - **4.1.3.3.3** Altitude: surface to 18,000 feet
  - 4.1.3.3.4 Voltage: 28 VDC
- **4.1.3.4** NAT AMS 44N or Equal dual channel audio panel interfaced with the navigational, communication radios, and FLIR recording equipment.
  - **4.1.3.4.1** Height: Approximately 2.0"
  - **4.1.3.4.2** Length: Approximately 7.0" from back of mounting surface and excluding mating connectors.
  - **4.1.3.4.3** Width: Approximately 6.0" front panel; 5.00" rear enclosure.
  - **4.1.3.4.4** Weight: Approximately 2.5 lbs.
  - **4.1.3.4.5** Altitude: surface to 18,000 feet
  - 4.1.3.4.6 Voltage: 28 VDC

- **4.1.3.5** Garmin Flight Stream 210 (or EQUAL) interfaced to the GTN 750 and GDL 88 as required.
  - **4.1.3.5.1** Width: Approximately 3.0"
  - **4.1.3.5.2** Height: Approximately 1.0"
  - **4.1.3.5.3** Length: Approximately 4.0"
  - 4.1.3.5.4 Weight: Approximately 1.0 lb., including connector kit
  - 4.1.3.5.5 Voltage: 28 VDC
- 4.1.3.6 Intercom System (ICS) impedance to be converted from military to civilian. The entire audio panel for radio transmissions and ICS must be converted; all newly installed and remaining equipment must be compatible with civilian impedance.
- **4.1.3.7** SPIDERTRACKS S-3 (or EQUAL) Night Vision Goggle (NVG) compatible hardwired and mounted on the aircraft glare shield.
  - **4.1.3.7.1** GPS and Iridium antennas integrated no external aerials.
  - **4.1.3.7.2** No Supplemental Type Certificate required.
  - **4.1.3.7.3** Global coverage is provided in real-time.
- 4.1.3.8 Install and/or Provide mounting, power and audio interface provisions for agency-owned charger, NNTN7624 APX Vehicular IMPRES Charger, to fit the Motorola APX 7000 VHF/UHF trunking handheld radio, model number H97TGD9PW1AN, on the left side of the glare shield to include remote mic kit NATAA34-300 Interface integrated into the installed NAT AMS 44 N dual channel audio panel at all three positions.
- **4.1.3.9** New wiring associated with the avionics installation shall be laser marked at end points.

- 4.1.3.10 The Vendor shall provide the State of West Virginia Aviation Division with an avionics/instrument panel rendering for approval prior to installing new avionics and repositioning existing avionics/equipment. This information is to be provided within 30 days of Notice to Proceed and can be sent via email to the Aviation Division Director at Chip.R.McDowell@wv.gov.
- 4.1.4 The following avionics equipment currently installed and/or have been installed in the aircraft must be incorporated into the new avionics installation:
  - **4.1.4.1** NAT AMS 44N dual channel audio panel interfaced to the GTN 750, KX 165, Motorola APX 7000 as required.
  - **4.1.4.2** Bendix King KFS-599A UHF Radio interfaced to NAT AMS 44N dual channel audio panel as required.
  - **4.1.4.3** Bendix King KX 165 Nav/Com. Com interfaced to NAT AMS 44N dual channel audio panel, Nav interfaced to Bendix King KI-525A HSI.
  - **4.1.4.4** SFENA H140-JJM1 Artificial Horizon as required.
  - **4.1.4.5** Bendix King KI-525A HSI interfaced to GTN 750 (#1) and KX 165 (#2) as required.
  - **4.1.4.6** SHADIN Fuel Flow Indicating System interfaced to GTN 750 as required.
  - **4.1.4.7** KEA-129 Encoding Altimeter.
- 4.1.5 The vendor shall install the following additional equipment:
  - **4.1.5.1** Wire strike protection system.
  - 4.1.5.2 <u>Install the mounting and cabling provisions for the agency-owned Night Sun SX-16.</u> The pilot's cyclic coolie hat shall have

the ability to control the direction of the SX-16 as well as focus the beam through available cyclic switching.

- 4.1.5.3 Dual control safety kit.
- **4.1.5.4** Baggage spacemaker. If baggage space maker does not fit due to current configuration notate as such in bid and eliminate **4.1.5.4**.
- 4.1.5.5 High visibility crew doors (left and right).
- 4.1.5.6 Night Vision Imaging System (NVIS) compatible cockpit lighting system. Cockpit must be fully NVIS compatible per Federal Aviation Administration (FAA) to include a radar altimeter .Vendor will provide documentation showing NVG compatibility.
- 4.1.5.7 <u>Install the mounting and cabling provisions for the agency-owned Forward Looking Infrared (FLIR) Ultra 8500.</u>
- **4.1.5.8** AVALEX AVM 4090 or Equal 8.4" display and AVR 8122 recorder or Equal, interfaced to the agency-owned FLIR 8500.
  - **4.1.5.8.1 AVM 4090 Specifications** 
    - 4.1.5.8.1.1 Display area: Approximately 8.0"
    - **4.1.5.8.1.2** Physical Dimensions: Approximately 7.0"H x 9.0"W x 2.0"D.
    - **4.1.5.8.1.3** Weight: Approximately 3.5 lbs.
    - **4.1.5.8.1.4** Power input: 28 VDC
  - 4.1.5.8.2 AVR 8122 Specifications
    - **4.1.5.8.2.1** Physical Dimensions: Approximately 1.0"H x 6.0"W x 7.0"D.
    - **4.1.5.8.2.2** Weight: Approximately 3.5 lbs.

**4.1.5.8.2.3** Average power draw: 2.8 Watts @ 28 VDC

### 4.1.5.9 PARAVION (or Equal) Engine auto-relight kit.

- 4.1.5.9.1 Weight: Approximately 3.0 lbs.
- **4.1.5.9.2** Electrical powered required 28 VDC
- **4.1.6** The vendor shall provide the following to the State of West Virginia upon delivery of aircraft:
  - **4.1.6.1** Avionics drawings and descriptions for all new avionics installed in the aircraft upon completion of the avionics installation.
  - **4.1.6.2** All Federal Aviation Administration (FAA) required documentation to include a revised equipment list, Supplemental Type Certificates (STC), FAA form 337's, and Pilot Flight Manual Supplements.
  - **4.1.6.3** A completed weight and balance upon the completion of avionics installation.
- 4.1.7 The State of West Virginia will provide the following avionics equipment:
  - **4.1.7.1** Motorola APX 7000 VHF/UHF trunking handheld radio model number H97TGD9PW1AN and charger NNTN7624 APX Vehicular IMPRES Charger.
- 4.1.8 The Vendor shall provide a minimum of 12 months warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by the vendor.
- 4.1.9 Vendors submitting EQUAL equipment need to provide the brand and model number being provided as well as any product specifications using Exhibit "B".

Product specification sheets should be submitted with the vendor's bid. This documentation will be required before Purchase Order is issued.

#### 5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Awarded Vendor will have 180 calendar days to complete the project and have the aircraft ready to be returned to the State of West Virginia.

Solicitations will be evaluated on the Total Bid (Section A and Section B), but will be awarded on items 1 and 2 of Section A.

**5.2 Pricing Page:** Vendor should complete the Pricing Page in the attached Excel spreadsheet. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Laura.E.Hooper@wv.gov

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment.

If unable to respond online Vendor must submit Exhibit "A" Pricing Pages with your bid prior to the scheduled bid opening date.

5.2.1. If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission using Exhibit "B".

Product specification sheets should be provided with the vendors bid response. This documentation will be required before award of contract.

- 5.3 The State of West Virginia Aviation Division is responsible for the cost incurred for transporting the aircraft to and from the Vendor's facility.
- 6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. **PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
  - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
  - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - **10.2.1.** Immediate cancellation of the Contract.
  - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

#### 11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Harold E. "Ed" Wahl	
<b>Telephone Number:</b> 724-887-4413 Ext. 184	
Fax Number: _724-887-4447	
Email Address: ewahl@paradigm-aero.com	

#### 12. RESPONSIBILITIES OF THE AGENCY

12.1 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS - http://www.irs.gov/pub/irs-pdf/p15a.pdf

IRS – <a href="http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed-or-Employee">http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employee</a> Employed/Independent-Contractor-Self-Employed-or-Employee

DOL - <a href="http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp">http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp</a>

Prior to utilizing the services available under this contract, each agency must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that each agency review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

Exhibit B - Product Submission Identification Page

tem Number	Description	Vendor Alternate Submitted Brand	Alternate Brand Model Number
	Garmin GTN 750 GPS/NAV/COM 16Watt with Helicopter Terrain Awareness and Warning System or Equal	NA	NA
4.1.3.2	Garmin GTX 330 Transponder or Equal	NA	NA
4.1.3.3	Garmin GDL 88 or Equal	NA	NA
4.1.3.4	NAT AMS 44N dual channel radio or Equal	NA	NA
4.1.3.5	Garmin Flight Stream 210 or Equal	NA	NA
	SPIDERTRACKS S-3 (or EQUAL) Night Vision Goggle (NVG)	NA	NA
4.1.3.8	ARTEX 406mhz or Equal Emergency Locator Transmitter	NA	NA
4.1.5.8.1	AVALEX AVM 4090 8.4" display or Equal, interfaced to the agency-owned FLIR 8500	NA	NA
	AVR 8122 recorder or Equal, interfaced to the agency-owned FLIR 8500	NA	NA
4.1.5.9	PARAVION (or Equal) Engine auto-relight kit	NA	NA

Vendors submitting or Equal components Must submit this form with their submitted bid response. Vendors should provide equipment specification sheets with their submitted bid response

### **Exhibit "A" Price Sheet**

### Bell TH-67 SN 5269

Vendors must complete the below cost scenario.

### Section A:

ltem	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove exterior paint and repaint the interior and exterior per Agency specifications	Lump Sum	1	\$37,533.02
2	Remove designated equipment in Section 4.1.2 and provide and install as required items 4.1.3 thru Section 4.1.8	Lump Sum	1	\$299,130.47
			Total Lines 1-2	\$336,663.49

### Section B:

Flight time calculation to fly Round Trip from Charleston, WV

Round Trip Cost Calculation will be based on the straight line distance of the contractor's facility from Yeager Airport in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.

Descr	iption	Per Trip
0	NM to contractor's facility divided by 160 (KTAS) x \$700.00 (per hour) x 2	\$1,740.00
	Subtotal B:	\$1,740.00
	Subtotal Section A:	\$336,663.49
	Subtotal Section B:	\$1,740.00
	Total Bid:	\$338,403.49

#### Notes:

- 1) For line item 1. the vendor is to provide the Lump Sum amount for repainting the aircraft per the specifications
- 2) for Line item 2. The Vendor is to provide the Lump Sum ampount for all other equipment and services as required by the specifications
- 3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)



#### State of West Virginia Request for Quotation

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Proc Folder: 136904

Doc Description: Addendum 4 Paint Removal/Repaint & Avionic Equip Upgrd Helic

Proc Type: Central Purchase Order

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-09-17
 2015-09-29 13:30:00
 CRFQ
 0215 AVN1600000001
 5

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Paradigm Aviation, Inc. (dba PAC International)

226 Airport Rd.

Mt. Pleasant, PA 15666

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

laura.e.hooper@wv.gov

Signature X

FEIN# 46-0655670

DATE

1/24/2015

### ADDITIONAL INFORMAITON:

#### Addendum #4

To postpone the bid opening until 9/29/15 at 1:30PM.

No further changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Exhibit A Price Sheet Item 1	1.00000	LS	\$37,533.02	\$37,533.02

Specification	Model #	
	Opcomodion	Opcomodulo:

#### Extended Description:

Remove exterior paint and repaint the interior and exterior per Agency Specifications.

INVOICE TO		SHIP TO	
ACCOUNTING SECTION			
DEPARTMENT OF ADMINI	STRATION	DEPARTMENT OF ADMIN	IISTRATION
2019 WASHINGTON ST E		AVIATION DIVISION	
PO BOX 50121		502 EAGLE MOUNTAIN R	D
CHARLESTON	WV25305-0121	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Exhibit A Price Sheet Item 2	1.00000	LS	\$299,130.47	\$299,130.47

Comm Code	Manufacturer	Specification	Model #	
78181800				

### Extended Description:

Remove designated equipment in Section 4.1.2 and provide and install as required items in 4.1.3 thru Section 4.1.8

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Exhibit A Price Sheet Section B	1.00000	LS	\$1,740.00	\$1,740.00

Comm Code	Manufacturer	Specification	Model #	
78181800				

#### **Extended Description:**

Section B Flight time calculation to fly round trip from Charleston, WV Yeager Airport to contractor's facility in nautical miles

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a one-time purchase contract for paint removal, re-paint (interior and exterior), provide selected equipment upgrades and upgrade the avionics for the State of West Virginia; Bell TH-67, N61528, S/N: 5269 Helicopter, per the attached terms and conditions and specifications.

### SCHEDULE OF EVENTS

<u>Line</u> 1	Event Question Submission Deadline 5:00PM	<u>Event Date</u> 2015-09-02

	Document Phase	Document Description	Page 4
AVN1600000001	Final	Addendum 4 Paint Removal/Repai nt &	of 4
	\$338,403.49	Avionic Equip Upgrd Helic	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AVN1600000001

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

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

Check the bo	ox next to each addendum rece	eive	d)	
[X]	Addendum No. 1	[	]	Addendum No. 6
[X]	Addendum No. 2	[	]	Addendum No. 7
[X]	Addendum No. 3	]	]	Addendum No. 8
[ <sub>X</sub> ]	Addendum No. 4	[	]	Addendum No. 9
[ ]	Addendum No. 5	[	]	Addendum No. 10

Addendum Numbers Received:

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

Parac	ligm Aviation, Inc. (dba PAC International)
	Company
	LEGI.
	Authorized Signature
	9/22/2015
	Date

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