



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

Header 5

[List View](#)

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 336405

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0215

Vendor ID: VS0000005976

SO Doc ID: AVN1700000005

Legal Name: Uniflight, LLC

Published Date: 5/25/17

Alias/DBA: Uniflight West Penn

Close Date: 6/8/17

Total Bid: \$284,927.00

Close Time: 13:30

Response Date: 06/08/2017

Status: Closed

Response Time: 9:40

Solicitation Description: Equipment Upgrades for Bell
206L4, N5WV-S/N 52279

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder : 336405

Solicitation Description : Equipment Upgrades for Bell 206L4, N5WV-S/N 52279 helicopter

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-06-08 13:30:00	SR 0215 ESR06081700000006161	1

VENDOR

VS0000005976

Uniflight, LLC

Uniflight West Penn

Solicitation Number: CRFQ 0215 AVN1700000005

Total Bid : \$284,927.00

Response Date: 2017-06-08

Response Time: 09:40:07

Comments: All comments are expressed in the Uniflight Corporate Resume ? Cover Letter, please see attachment.

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Lump sum cost to remove and install new equipment	1.00000	LS	\$284,927.000000	\$284,927.00

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :	Vendor must fill out the Exhibit A Pricing Page and submit with their bid. Section B of the Exhibit A - Pricing Page is for evaluation purposes only.
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Comments: Please see attachments

Exhibit A - Pricing Page

Bell 206L4, SN 52279 (N5WV)

CRFQ: 215 AVN1700000005

Vendor: Uniflight, LLC

Vendors must 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.)

Section A:

Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2

Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$284,927.00
Subtotal Section A:				\$284,927.00

*Section B:

Vendor to enter nautical miles (NM) below to calculate flight time to fly Round Trip from Charleston, WV.

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

Description		Per Trip
137	NM to contractor's facility divided by 100 (KTAS) x \$800.00 (per hour) x 2 (roundtrip)	\$2,192.00
Subtotal Section B:		\$2,192.00

Total Bid (total of Section A and Section B:		\$287,119.00
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Vendors must fill out the Exhibit A - Pricing Page and submit with their bid.

*Section B for evaluation purposes only, Section B amount will not be included in the award total.

JOHN F. THRONE & Co.

INSURANCE MARKETING, INC.

CERTIFICATE OF INSURANCE

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

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

POLICY PERIOD: 11/14/2016 to 11/14/2017
INSURANCE COMPANY(IES): STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (40% LEAD) AND FOLLOWING MARKETS AS HELD ON FILE

AIRCRAFT LIABILITY COVERAGE

LEAD POLICY NO.: SASICOM60048316-05

WITH RESPECT TO: ALL SCHEDULED AIRCRAFT

LIABILITY COVERAGES

LIMITS OF LIABILITY

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

AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

LEAD POLICY NO.: SASICOM60057916-04

LIABILITY COVERAGES:

LIMITS OF LIABILITY

General Aggregate Limit	N/A		
Each Occurrence Limit	\$50,000,000		
Products/Completed Operations Aggregate Limit	\$50,000,000		
Personal & Advertising Injury Aggregate Limit	\$25,000,000		
Premises Medical Payments (any one person)	\$25,000		
Hangarkeepers Liability	\$25,000,000	each aircraft	\$25,000,000
Hangarkeepers Deductible	\$5,000	each aircraft	each loss

OTHER COVERAGES/CONDITIONS/REMARKS:

THIS INSURANCE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

FOR INFORMATIONAL PURPOSES ONLY.

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

CERTIFICATE NO.: 18

DATE: 11/14/2016

BY:



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 3UWR890B

This certificate is issued to
UNIFLIGHT LLC
D/B/A UNIFLIGHT WEST PENN
whose business address is

627 AIRPORT ROAD
BELLE VERNON, PENNSYLVANIA 15012

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

with the following ratings:

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

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

Date issued:

JUNE 2, 2011

By direction of the Administrator



WENDY L. GRIMM

MANAGER, AEA-FSDO-03

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

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



A Textron Company

**Authorized
Customer Service Facility**

Uniflight, LLC
Grand Prairie, Texas, USA

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

Listed Products

Field Maintenance: 204 / 205 / 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 430 / OH-58A,C / UH-1H

Component Overhaul: 204 / 205 / 206A,B / 206L / 212 / 222 / 230 / 407 / 412 / 430 / OH-58A,C / UH-1H

Glenn Isbell Jr.
Executive Vice President
Customer Support and Services



A Textron Company

Effective: December 1, 2016

Expires: November 30, 2017



AUTHORIZED SERVICE CENTRE FOR AGUSTAWESTLAND PRODUCTS

CERTIFICATION

RELEASED TO

UNIFLIGHT LLC D/B/A
UNIFLIGHT WEST PENN

WITH TECHNICAL BASE AT

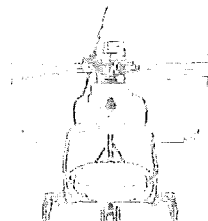
672 Airport Rd.

Belle Vernon, PA 15012

Having satisfactorily met all the necessary requirements as an
AgustaWestland approved Service Centre for the maintenance
of the following AgustaWestland Helicopters model:

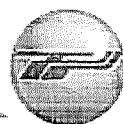
A119/AW119MKII, AW109SP

SCA 13-076



SEPTEMBER 20th 2013

A handwritten signature in black ink, appearing to read "William F.", written over a horizontal line.



AIRBUS
HELICOPTERS

Certificate of Designation

This is to Certify that

UNIFLIGHT WEST PENN

Is Hereby Recognized as an Airbus Helicopters
Service Center for

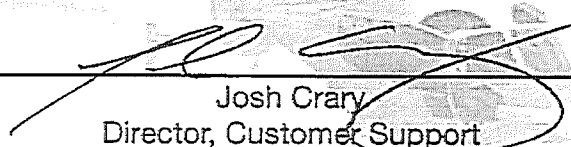
**AS350, EC130, AS355, AS365,
BO105, EC135, BK117, EC145**

1/1/2015 - 1/31/2018

Effective Date

SC201523

Certificate No.


Josh Cray
Director, Customer Support



A HAWKE AEROSPACE HOLDINGS COMPANY

June 6th, 2017

Subject: UNIFLIGHT RESPONSE TO WEST VIRGINIA RFQ FOR EQUIPMENT UPGRADES ON BELL 206L4 HELICOPTER

To: Linda Harper

Please accept this response to Request For Quotation (RFQ) CRFQ AVN1700000005, dated May 5th of 2017, with no amendment or addendum known at time of bidding. Uniflight LLC understands the purpose of this solicitation, which is to enter into a contract to perform various equipment upgrades to a Bell Helicopter Model 206L4, owned and operated by The State of West Virginia's Aviation Department. Our intent is to partner with The State of West Virginia's Aviation Department to assure the highest quality standards are upheld, at the safest and most affordable cost to the State.

Uniflight is the helicopter MRO industry's leading group of aviation service providers and are excited for the opportunity to partner with The State of West Virginia's Aviation Department. Uniflight currently operates from two locations across the country. Our corporate headquarters is located in Grand Prairie Texas and we have a satellite facility located in Belle Vernon Pennsylvania. Our Grand Prairie Facility manages and supports both facilities with its central warehouse that stocks the bulk of our spare parts and tooling, our dynamic component overhaul shop and the company's accounting, human resources and information technology departments. We kindly ask that you visit www.uniflight.com for the complete list of Uniflight capabilities and customer benefits.

Given Uniflight's structure of multiple locations, we are pleased to submit this response and appropriate documentation from across our network. We trust you will find the enclosed sufficient to meet your requirements and hope you find the combination of our pricing and convenient location in Belle Vernon PA, to be the best-value option for complying with the 2020 ADS-B mandate and upgrading the avionics in the State's helicopter. Given the depth and expertise at Uniflight, we are able to tackle any and all of your helicopter requirements with the highest standard of quality and service.

Uniflight certifies and guarantees that all service, parts, equipment, materials and installation practices comply with all Federal Aviation Regulations (FARS) and manufacturer's licensing/certification agreements that apply to the items we are bidding.

All terms and conditions spelled out in RFQ CRFQ AVN1700000005 are acceptable to Uniflight LLC. The Uniflight Team is proud to be given the opportunity to support your helicopter and hopefully be your partner of choice for all your future helicopter requirements!

If you have any further questions or concerns please do not hesitate to contact me.

Sincerely,

Sean Davidson
Director of Commercial Contracts
sdavidson@hawkeaerospace.com
1-215-251-1262

Uniflight LLC
2617 Aviation Parkway
Grand Prairie, Texas 75052
Tel. +1 (972) 623-3444
Fax +1 (972) 623-2414

This document and its attachments are intended only for confidential use of the designated recipient(s) named above. This message may be proprietary information belonging to UNIFLIGHT LLC. Any such information is privileged and confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, any disclosure, copying, distribution or action taken in reliance of the contents of the information contained in this facsimile transmission is strictly prohibited. If you have received this transmission in error, please call us at the numbers on the left and we will arrange for the return of the documents to us at our expense.



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

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

Proc Folder: 336405

Doc Description: Equipment Upgrades for Bell 206L4, N5WV-S/N 52279 helicopter

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-25	2017-06-08 13:30:00	CRFQ 0215 AVN1700000005	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Uniflight - West Penn
Rostraver Airport
627 Airport Rd.
Belle Vernon, PA 15012
Phone: 1-724-823-0082

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 11-3835944

DATE 06/06/2017

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, the State of West Virginia, Aviation Division is soliciting bids from qualified vendors to establish a "One-Time" contract to provide selected equipment upgrades to a Bell 206L4 helicopter per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV25311 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lump sum cost to remove and install new equipment	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :

Vendor must fill out the Exhibit A Pricing Page and submit with their bid. Section B of the Exhibit A - Pricing Page is for evaluation purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 5:00 p.m.	2017-06-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

State of West Virginia Aviation Hangar
Yeager Airport (CRW)
502 Eagle Mountain Road
Charleston, WV 25311

Date: Wednesday, May 31, 2017
Time: 1:00 p.m.

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

Question Submission Deadline: Thursday, June 1, 2017, 5:00 p.m.

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

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

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

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

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

SEALED BID: Equipment Upgrades for Bell 206L4, N5WV-S/N 52279 helicopter
BUYER: Linda B. Harper, Buyer Supervisor
SOLICITATION NO.: AVN1700000005
BID OPENING DATE: June 8, 2017
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

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

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

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

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

Bid Opening Date and Time: Thursday, June 8, 2017, 1:30 p.m.

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ See Section 3.1 of the specifications

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

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

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

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

☒ See Section 4.1.9 of the Specifications

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A
for _____.

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

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

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

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

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

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

Revised 04/07/2017

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Sean Davidson

(Name, Title)
Director of Contracts

(Printed Name and Title)
5 Great Valley Pkwy Suite 210, Malvern, PA 19355

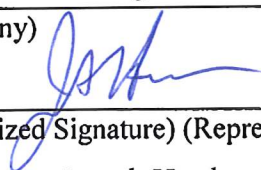
(Address)
Phone: 215-251-1262 / Fax: 877-410-9871

(Phone Number) / (Fax Number)
sdavidson@hawkeaerospace.com

(email address)

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

Uniflight, LLC

(Company)


(Authorized Signature) (Representative Name, Title)
Joseph Hawke , Chairman & CEO

(Printed Name and Title of Authorized Representative)
June 6, 2017

(Date)
Mobile: 610-639-8182 / Fax: 877-410-9871

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Uniflight, LLC.

Company

Authorized Signature

June 6, 2017

Date

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

REQUEST FOR QUOTATION
Avionics and Equipment Upgrades

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 to provide selected equipment upgrades to comply with the FAA (Federal Aviation Administration) January 1, 2020 ADS-B mandate and upgrade the avionics for the State of West Virginia Bell 206L4, N5WV, S/N: 52279 helicopter.
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 providing the completion of selected equipment upgrades and upgrade the avionics for the State of West Virginia Bell 206L4, N5WV, SN: 52279 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”** means the State of West Virginia Aviation Division.
 - 2.5 **“ADS-B”** means the Automatic Dependent Surveillance-Broadcast
 - 2.6 **“STC”** means the Supplemental Type Certificate.
 - 2.7 **“WAAS”** means Wide Area Augmentation System.
 - 2.8 **“GPS”** means Global Positioning System.
 - 2.9 **“FAA”** means Federal Aviation Administration.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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3.1. AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the FAA and will be licensed as an Aircraft Repair Station. The Vendor will maintain parts and tools as required by the FAA for an Aircraft Repair Station. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

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

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 remove the following equipment from the aircraft and return to the Agency:

4.1.1.1 Remove and reinstall aircraft interior, seats, access panels, etc. as required for equipment removal and installation.

4.1.1.2 Remove Apollo model MX20

4.1.1.3 Remove Apollo GX55

4.1.1.4 Remove Apollo SL30

4.1.1.5 Remove Apollo SL40

4.1.1.6 Remove Apollo SL70

4.1.1.7 Remove NATCOM AMS44N

4.1.1.8 Remove Ryan TCAD 9900BX

4.1.1.9 Remove Free Flight TRI40

4.1.1.10 Remove Bendix King EHSI KI825

4.1.1.11 Remove Garmin Area 560

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- 4.1.1.12** Remove Shadin Fuel Flow SE578GL
- 4.1.1.13** Remove Cell phone kit and wiring
- 4.1.1.14** Remove Technisonics TFM 550
- 4.1.1.15** Remove all wiring associated with the previous avionics installations.
- 4.1.1.16** Remove current instrument panel.
- 4.1.2** The vendor shall provide and install the following new avionics equipment unless it is provided by the Agency per Section 4.1.8 below. Vendors to refer to Exhibit C-Equivalent Equipment Requirements for items specified herein as “(or Equivalent)”.
 - 4.1.2.1** Bell 206 Series, Avionics Console Assembly Kit (slant panel).
 - 4.1.2.2** Electronic Flight Instrument System (EFIS) G500H & New Instrument Panel (or Equivalent) w/powder coat finish & silkscreen labeling (requires Wide Area Augmentation System (WAAS) GPS, LED position lights).
 - 4.1.2.3** EFIS G500H Enable HSVT Helicopter Synthetic Vision Terrain (or Equivalent).
 - 4.1.2.4** EFIS G500H Enable Jeppessen Chartview (or Equivalent).
 - 4.1.2.5** EFIS G500H Enable Radar Altimeter Interface (or Equivalent).
 - 4.1.2.6** EFIS G500H Cooling Fan replacement (or Equivalent).
 - 4.1.2.7** GPS/WAASCOM/NAV/GS-GTN 750H System (or Equivalent), includes:
 - 1 EA 010-00820-A0 Receiver, black
 - 1 EA 010-01157-41 Americas North SD Datacard
 - 1 EA G35 GPS Antenna
 - 1 EA 1 Watt Enablement
 - 4.1.2.8** NAV/COM, 16W-GNC 255 (or Equivalent).

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- 4.1.2.9** Transponder, GTX 345R (or Equivalent) remote mount, ADS-B Out and In.
 - 4.1.2.10** Traffic System – GTS 800 TAS (or Equivalent) w/ dual antenna.
 - 4.1.2.11** Radar Altimeter – GRA55 (or Equivalent). Indicator not included.
 - 4.1.2.12** Jupiter Dual Audio Controller, JA94-N02A (or Equivalent).
 - 4.1.2.13** Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit (or Equivalent).
 - 4.1.2.14** Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit (or Equivalent).
 - 4.1.2.15** Shadin Miniflo-L PN: 912045T-D Digital Fuel Management System (or Equivalent) with RS-232 output format interfaced to GPS receivers.
 - 4.1.2.16** 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.
 - 4.1.2.17** 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 Jupiter dual channel audio panel at front crew positions. The vendor will provide and install an external antenna for the Motorola APX 7000. Refer to Section 4.1.8 Agency Provided Avionics Equipment.
 - 4.1.2.18** Install iPad Mini RAM cradle with a Paravion STC monitor mount located on the right-hand side of the instrument panel glare shield. The iPad Mini must be installed with an electrical harness disconnect located on the right-side instrument panel shroud for ease of removal or install.
- 4.1.3** The Vendor shall laser mark at end points all new wiring associated with the avionics installation.

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- 4.1.4** The Vendor shall provide the Agency 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.
- 4.1.5** The Vendor shall provide a minimum of 12-month warranty on all avionics wiring installation. Manufacturer's warranty shall apply to all new avionics equipment supplied by the vendor.
- 4.1.6** Vendors submitting equivalent equipment must provide the brand and model number as well as any product specifications by submitting "Exhibit B-Equivalent Identification Page". This information should be submitted with the bid.
- 4.1.7** The Vendor shall provide the following to the Agency upon delivery of aircraft:

 - 4.1.7.1** Avionics drawings and descriptions for all new avionics installed in the aircraft upon completion of the avionics installation.
 - 4.1.7.2** All FAA required documentation to include a revised equipment list, Supplemental Type Certificates (STC), FAA form 337's, and Pilot Flight Manual Supplements.
 - 4.1.7.3** A completed weight and balance upon the completion of avionics installation with a reweigh and updated weight and balance forms.
- 4.1.8** The Agency will provide the following avionics equipment:

 - 4.1.8.1** Motorola APX 7000 VHF/UHF trunking handheld radio model number H97TGD9PW1AN and charger NNTN7624 APX Vehicular IMPRES Charger.
 - 4.1.8.2** SPIDERTRACKS S-3 (currently installed) hardwired and mounted on aircraft glare shield.

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- 4.1.9** The Vendor shall furnish proof of coverage of either Commercial General Liability insurance or Aircraft Products/Completed Operations and Grounding Liability insurance prior to the issuance of the contract. The minimum amount of coverage required is \$250,000.00

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide the 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 Exhibit A-Pricing Page.

The Vendor will have 90 calendar days to complete the contract services and have the aircraft ready to be returned to the Agency. The 90 day period will commence upon delivery of the aircraft to the Vendor by the Agency.

- 5.2 Pricing Page:** Vendors must complete the attached Exhibit A-Pricing Page and include with their bid. If submitting bids in wvOASIS, upload the completed Exhibit A - Pricing Page (or print and scan copy of) as an attachment. If submitting a paper bid, print the Exhibit A - Pricing Page and include with your bid. Vendors should complete the Exhibit A - Pricing Page in full as failure to complete the Exhibit A - Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 5.3** The Agency is responsible for the cost incurred for transporting the aircraft to and from the Vendor's facility. Section B of the Exhibit A - Pricing Page is for evaluation purposes only.

- 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.

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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.

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

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

10.1.3 Failure to remedy deficient performance upon request.

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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: Sean Davidson

Telephone Number: 215-251-1262

Fax Number: 877-410-9871

Email Address: sdavidson@hawkeaerospace.com

Exhibit A - Pricing Page

Bell 206L4, SN 52279 (N5WV)

CRFQ: 0215 AVN1700000005

Vendor: Uniflight, LLC

Vendors must 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.)

Section A:				
Item #1: Vendor is to provide the Lump Sum amount for removal of designated equipment in Section 4.1.1 and for the provision and installation of new equipment per Section 4.1.2				
Item	Description	Unit of Measure	Estimated Quantity	Extended Cost
1	Remove designated equipment in Section 4.1.1 and provide and install new equipment in Section 4.1.2.	Lump Sum	1	\$284,927.00
Subtotal Section A:				\$0.00
*Section B:				
Vendor to enter nautical miles (NM) below to calculate flight time to fly Round Trip from Charleston, WV.				
Round Trip Cost Calculation will be based on the straight line distance of the vendor's facility from Yeager Airport (CRW) in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.				
Description				Per Trip
137	NM to contractor's facility divided by 100 (KTAS) x \$800.00 (per hour) x 2 (roundtrip)			\$0.00
Subtotal Section B:				\$0.00
Total Bid (total of Section A and Section B:				\$0.00

Vendors must fill out the Exhibit A - Pricing Page and submit with their bid.

*Section B for evaluation purposes only, Section B amount will not be included in the award total.

Exhibit B - Equivalent Identification Page
Bell 206L4, SN 52279 (N5WV)

CRFQ: 0215 AVN1700000005

Vendor: Uniflight, LLC

Vendors submitting Equivalent components must submit this form with their submitted bid response.

Vendors should provide equipment specification sheets with their submitted bid response.

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.1	Bell 206 Series, Avionics Console Assembly Kit (slant panel).		
4.1.2.2	Electronic Flight Instrument System (EFIS) G500H & New Instrument Panel w/powder coat finish & silkscreen labeling (requires Wide Area Augmentation System (WAAS) GPS, LED position lights).		
4.1.2.3	EFIS G500H Enable HSVT Helicopter Synthetic Vision Terrain		
4.1.2.4	EFIS G500H Enable Jeppessen Chartview		
4.1.2.5	EFIS G500H Enable Radar Altimeter Interface		
4.1.2.6	EFIS G500H Cooling Fan replacement		
4.1.2.7	GPS/WAASCOM/NAV/GS-GTN 750H System including all components listed in specifications section 4.1.2.7		
4.1.2.8	NAV/COM, 16W-GNC 255		
4.1.2.9	Transponder, GTX 345R remote mount, ADS-B Out and In		
4.1.2.10	Traffic System – GTS 800 TAS w/ dual antenna		
4.1.2.11	Radar Altimeter – GRA55 (Indicator not included)		

Exhibit B - Equivalent Identification Page
Bell 206L4, SN 52279 (N5WV)

CRFQ: 0215 AVN1700000005

Vendor: Uniflight, LLC

Vendors submitting Equivalent components must submit this form with their submitted bid response.

Vendors should provide equipment specification sheets with their submitted bid response.

Item #	Description	Vendor Submitted	
		Equivalent Brand	Equivalent Brand Model Number
4.1.2.12	Jupiter Dual Audio Controller, JA94-N02A		
4.1.2.13	Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit.		
4.1.2.14	Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit.		
4.1.2.15	Shadin Miniflo-L PN 912045T-D Digital Fuel Management System with RS-232 output format interfaced to GPS receivers.		
4.1.2.16	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.	Aviation Specialties Unlimited (ASU)	STC
4.1.2.17	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 Jupiter dual channel audio panel at front crew positions. The vendor will provide and install an external antenna for the Motorola APX 7000. Refer to Section 4.1.8 Agency Provided Avionics Equipment.		
4.1.2.18	Install iPad Mini RAM cradle with a Paravion STC monitor mount located on the right-hand side of the instrument panel glare shield. The iPad Mini must be installed with an electrical harness disconnect located on the right-side instrument panel shroud for ease of removal or install.		

Exhibit C – Equivalent Equipment Requirements per Section 4.1.2 Bell 206L4, SN 52279 (N5WV)

Section 4.1.2.2 through Section 4.1.2.6 regarding the EFIS G500H:

- Dual-screen 6.5" LCD electronic flight display screens, mounted side-by-side in a single bezel. The PFD screen to provide attitude, airspeed, altitude, climb rate and course/heading information, while the left side MFD to provide detailed moving-map graphics with the helicopter's current position in relation to ground features, chart data, nav aids and flight plan routings. Both screens to be Class B NVG (night vision goggle) compatible for use with an array of optics.
- HSVT (Helicopter Synthetic Vision Technology) to provide a virtual topographic landscape from the system's terrain database giving a clear depiction of obstacles, traffic, ground and water features, and airports— all shown in 3-D perspective on the primary flight display.
- Geo-referenced approach charts right on the moving map page (Jeppesen Chartview).
- G500 Cooling Fan.
- Must be interfaced to the following equipment:
 - GRA55 Radar Altimeter
 - GTN 750 GPS/WAAS/COM/NAV
 - GTS 800 TAS
 - GTX 345R Transponder
 - Shadin Miniflo-L
- Helicopter Terrain Avoidance Warning System (HTAWS) navigator interfaced to G500H, certified "forward looking" terrain avoidance (FLTA) predicts in advance where potential hazards exist.
- HTAWS warning to be displayed to the left and aligned with the top of the Altitude Tape on the G500H PFD.

Section 4.1.2.7 GPS/WAASCOM/NAV/GS-GTN 750H System

- Physical dimensions: 6.25"W x 6.00"H x 11.25"D (15.9 x 15.2 x 28.6 cm)
- Weight: 9.3 lb (4.24 kg)
- Display type: Color TFT LCD; sunlight readable
- Display size: 4.46"W x 5.27"H (11.33 x 13.39 cm); 6.9" diag (17.52 cm)
- Display resolution: 600 x 708 pixels
- Transmit power: 16 watts minimum
- Built-in VHF Comm
- Built-in VOR/LOC/Glideslope
- IFR and VFR
- Basemap
- Waypoints/favorites/locations: 1000

- Navigation database coverage areas: Americas, International or Worldwide
- Preloaded Terrain database
- Preloaded Obstacle database
- Preloaded SafeTaxi™ airport diagrams
- Preloaded Garmin FliteCharts®
- Jeppesen ChartView
- Flight plans: 99 reversible; up to 100 waypoints each
- Fly SBAS/WAAS approaches
- Front-loading datacards (convenient to update database information)
- Class B TAWS alerting compatible

Section 4.1.2.8 NAV/COM, 16W-GNC 255

- Communication channels: 760 with 25 kHz spacing; 2280 channels with 8.33 kHz spacing
- Frequency range: 118.000 to 136.992 MHz (with 8.33 kHz spacing)
- Transmit power: 16 W
- Input voltage range: 9 to 33 VDC
- Operating temperature range: -20 to +55 C
- Certifications: TSO C169a (transmitting and receiving), TSO C128a (stuck mic)
- Dimensions: 1.65"H x 6.25"W x 10.4"D (4.19 x 15.88 x 26.42 cm)
- Weight: 3.02 lbs (1.37 kg) unit only; 3.46 lbs (1.57 kg) with mounting rack
- Depth: 11.23 inches (28.52 cm) behind panel, including mounting rack and connectors

Section 4.1.2.9 Transponder GTX 345R

- Physical dimensions (unit, rack, connectors); for panel mounts, depth is measured from face of instrument panel: 1.65" x 6.30" x 9.9" (42 x 160 x 224 mm)
- Display type: N/A
- Weight (unit, rack, connectors): 2.8/2.9 lbs (1.27/1.32 kg)
- Voltage range: 28 VDC (18/20 W Max)
- Transmit power: 200 W minimum
- Mount type: Remote
- Transponder type: Mode A/C, S and ES
- Squawk code selection: Remote entry
- Solid state transmitter (more efficient, longer life)
- Aural alerts
- Automatic ALT/GND mode
- Wireless connectivity to portable device using Garmin Pilot, ForeFlight or compatible Garmin portable
- Subscription-free weather and traffic
- Internal AHRS (non-certified)
- 1090 MHz ADS-B Out
- Dual-link 1090MHz and 978MHz UAT ADS-B In
- Displays on G500/G600, GTN 650/750, GNS 430W/530W, and others

- Pressure altitude encoder module (mounts to connector backplate) is optional
- TAS/TCAS traffic integration with ADS-B In

Section 4.1.2.10 GTS 800 TAS w/dual antenna

- Type TAS TSO-C147 (Class A)
- ADS-B Capability TSO-C166b TSO-C195b
- Transmit Power 40 Watts
- Maximum Range 22 NM
- Targets Tracked 45

Section 4.1.2.11 GRA55 Radar Altimeter

- Unit Height (with mounting rack): 3.99" (101.3 mm)
- Unit Width (with or without mounting rack): 3.02" (76.7 mm)
- Unit Depth (with mounting rack and connector): 11.62" (295.2 mm)
- Unit Depth (with mounting rack, connector and configuration module): 12.08" (306.9 mm)
- Unit Weight (with mounting rack): 3.5 lbs (1.6 kg)
- Operational Temperature Range: -55° C to +85° C
- Altitude Range: 25,000 ft max
- Altitude Accuracy: ± 1.5 ft (3 - 100 ft AGL); ± 2 % (> 100 - 2500 ft AGL)
- Altitude Range: -20 - 2550 ft AGL
- Altitude Alert Outputs Range: 0 - 2500 ft AGL
- Horizontal Velocity: 0 - 200 knots max
- Vertical Velocity: 20 ft/sec max (up to 100 ft AGL); 25 ft/sec max (above 100 ft AGL)
- Pitch Angle: $\pm 20^\circ$ max
- Roll Angle: $\pm 20^\circ$ max (with published altitude accuracy limits); $\pm 20^\circ$ to $\pm 30^\circ$ (with ± 20 % altitude accuracy limits throughout entire altitude range)
- Supply Voltage: 28 VDC
- Power Consumption: 13.75 W max (0.5 A at 27.5 VDC, 1.0 A at 13.75 VDC)

Section 4.1.2.12 Jupiter Dual Audio Controller, JA94-N02A

- Physical Dimensions 5.75"W x 1.88"H x 5.48" D (not including connectors)
- Weight 1.99 lb.
- 5 transceivers
- Up to 8 users
- Field configurable settings
- Field replaceable legends
- NVG compatible
- Adjustable output and input levels
- Balanced ICS, CVR, Rx Comp. & transmit mic. outputs
- Adjustable CVR output level
- Front panel music input
- 5,14 and 28 Vdc lighting voltage selection

- Music muting
- Duplex mode transmission for telephone operation
- 4 Receivers
- 4 Direct inputs
- Individual mic. gating
- Tx capability for pilot, co-pilot and up to 3 passengers
- Transmit select / ISO annunciators
- Connector pin compatible with industry standard
- Pilot / Copilot ICS isolation switches
- Remote transmit selection
- ICS PTT for all 8 users

Section 4.1.2.13 Jupiter Dual Audio Controller, JA33-001 Bluetooth Transceiver with INST-JA33 Installation Kit.

- Mic Input: 250 mVrms
- Music Input: 400 mVrms
- RX / Stereo Out: 1 to 5 Vrms into 600 ohms
- Data Out: RS232 | Data Input: RS232
- Bluetooth Profiles: A2DP (Music source), A2DP (Music sink),
- HFP1.5 (Hands Free) and SPP (serial port)
- Weight: 0.31 lb. [0.14 kg] Max.
- Power: 18 to 30Vdc

Section 4.1.2.14 Jupiter JA74-001 Dual USB Charging Port with INST-JA74 Installation Kit.

- Weight: 0.91 lb.
- 5.75"W x 1.125"H x 5.46"D
- JA74 incorporates two USB Type A charging ports into a single compact Dzus mount panel. Each port is capable of supplying 5 volts DC at up to 2.1 Amps per port, thus allowing simultaneous charging of two portable devices. Additionally, a 3.5mm jack socket is provided, allowing a music input to the aircraft audio system.

Section 4.1.2.15 Shadin Miniflo-L PN: 912045T-D Digital Fuel Management System with RS-232 output format interfaced to GPS receivers.

- Certification: TSO-C44a
- Maximum usable fuel: 9,999 lbs
- Maximum Altitude: 40,000 ft
- Operating temperature: -30° to 50°C
- Humidity: Up to 95% @ 32°C
- Accuracy: ± 2%
- Ground Speed Range: 27-600 knots

- Functions: Fuel Flow (selectable endurance warning)
- Fuel Used
- Fuel Remaining
- Full Fuel
- Add Fuel
- Endurance
- NM/lb.
- Fuel to Destination
- Fuel Reserve
- Input Voltage: 28 VDC
- Input Current: 200mA @ 28 VDC
- RS-232, Serial Data
- Weight: 12 oz.
- Dimensions: 3 ¼" x 1 ¼" x 7 ½"
- Mounting: Instrument Panel

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:

- ☐ 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% 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% 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% 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% 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% vendor preference who is a veteran for the reason checked:

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

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Uniflight, LLC

Date: June 6, 2017

Signed: _____

Title: Joseph Hawke - Chairman & CEO

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 failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Uniflight, LLC

Authorized Signature: [Signature] Date: June 6, 2017

State of Texas

County of Tarrant, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2017.

My Commission expires January 27, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Deborah Freeman]

Purchasing Affidavit (Revised 08/01/2015)

