

VENDOR

TITLE

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

Request for Quotation

AVN076600

page 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

SH-P TO

DEPARTMENT OF ADMINISTRATION
PURCHASING
AVIATION OFFICE
502 EAGLE MOUNTAIN ROAD
CHARLESTON, WV
25311 558-0403

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS 09/14/2006 BID OPENING DATE: OPENING TIME BID 01:30PM 10/03/2006 QUANTITY LINE UNIT PRICE UOP ITEM NUMBER AMOUNT 0001 EA 1. NEW BELL 206L4 "LONGRANGER" HELICOPTER REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE AVIATION DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (1) NEW BELL MODEL 206L4 HELICOPTER (OR EQUAL) PER THE ATTACHED SPECIFICATIONS. WARRANTY AND MAINTENANCE WILL BE ESTABLISHED BY CHANGE ORDER UPON DELIVERY AND ACCEPTANCE OF AIRCRAFT BY THE AGENCY. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY VENDORS WHO ARE BIDDING PARTICULAR BRAND OR VENDOR. ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR INREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE

FEIN

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code,
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for

RFQ NUMBER AVN076600 2

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION PURCHASING AVIATION OFFICE 502 EAGLE MOUNTAIN ROAD CHARLESTON, WV

25311

558-0403

DATE PRINTED TI	ERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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ADDRESS CORRESPONDENCE TO ATTENTION OF THE TOTAL FERRELL.

KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION PURCHASING AVIATION OFFICE 502 EAGLE MOUNTAIN ROAD CHARLESTON, WV 25311 558-0403

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE: SHIP VIA F.O.B FREIGHT TERMS 09/14/2006 BID OPENING DATE: BID OPENING TIME <u> 10/03</u> <u> 2006</u> 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT CONTACT PERSON (PLEASE PRINT CLEARLY): THIS IS THE END OF REQ AVN076600 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE

Bell Helicopter Model # 206L4 - or equivalent

INTRODUCTION

The State of West Virginia intends to acquire one (1) new Bell 206L4 light single engine turbine helicopter. The helicopter will be purchased "factory new" in standard VFR configuration with specified standard equipment and factory installed accessories with 3 color custom exterior paint to be applied once the aircraft has completed customizing.

The intent of this solicitation is to provide sufficient guidance and information for interested parties to submit offers for one (1) "factory new" Bell Helicopter Textron Model 206L4 light single turbine engine helicopter configured as specified in this document.

AIRCRAFT SPECIFICATIONS

Description and Configuration:

One "factory new" Bell Helicopter Textron Model 206L4 light single turbine engine helicopter in standard VFR configuration.

Additional Items:

Two (2) Gentex HGU-56/P Flight Helmets Fitted By A Gentex Technician And Equipped As Follows:

- X Liner Helmet Comfort Liner
- Gray And Amber Visors
- The control of the second Electronic Microphone, With Flexible Boom, Windscreen, and 10" Cord
- Earphones
- Type 38 Coiled Cord
- Color of the area Provinces & • Deluxe Helmet Bag

Two (2) M949Night Vision Aviator's Goggles, By Northrop Grumman, With Standard Accessories And The Following Optional Accessories:

- Mount Assembly Quick Don
- Continuing Airworthiness Log Book
- M949 Spare Parts Kit

Standard Equipment:

The following standard equipment shall be included:

- Standard Interior
- Standard Soundproofing
- Standard Headliner With Air Conditioner / Heater Outlets

- Crew Seats
- Standard Seats
- Ground Handling Wheels

Installed Accessories:

The following factory installed accessories shall be included on the aircraft:

- Bell Factory Installed Flight Instrument Group (less DG)
- Cargo Hook Provisions
- Rotor Brake
- High Visibility Main Rotor Blades
- High Skid Gear With Flight Steps
- Dual Controls
- Aeronautical Accessories Inc. Wire Strike Protection System
- Aeronautical Accessories Inc. Cabin Floor Protectors
- Aeronautical Accessories Inc. Sliding Door L/H
- Aeronautical Accessories Inc. Deluxe Avionics Console
- Aeronautical Accessories Inc. Inlet Barrier Filter with Access Door
- Aeronautical Accessories Inc. Automatic Door Openers for Crew Doors and R/H Door
- Aeronautical Accessories Inc. Pre-Flight Kit (includes (4) step handles, left, right, & (1 folding maintenance step & (1) accessory step)
- Aeronautical Accessories Inc. Expanded Instrument Panel (required for the amount of avionics equipment requested)
- Aeronautical Accessories Inc. Spacemaker
- Aeronautical Accessories Inc. Dual Control Safety Kit (cyclic, collective & tail rotor)
- Aeronautical Accessories Inc. Locking Fuel Cap
- 206L Air Comm Artic Heater with Chin Bubble & Windshield Defroster, FWD / Aft Outlet Flow Control
- Paravion Snow Baffles with Dzus Fastener Kit
- Purolator Facet Oil Filter
- Garmin GNS-530A GPS /COM/NAV/ GS 16-watt Comm
- Garmin SL-30 nav/com Interfaced to Garmin GNS-530A
- Garmin GTX-330 Mode S Transponder with Trans Cal SSD-120 Blind Encoder
- King KCS 55A with KI 825 Interfaced As Appropriate
- Avidyne / Ryan TAS620 TCAD with Mutable Audio Interfaced to GNS-530A
- Shadin Mini-Flow L Fuel Flow Interfaced As Appropriate
- Free Flight TRA-3500 Radar Altimeter With TRI-40 Indicator
- Provisions Only For FLIR ULTRA 8500 with Laser Pointer (to consist of AAI quick mount and cables)
- Spectrolab SX-16 Provisions (to include cables & aft belly mount)
- 3 NAT 310 Audio Control Panels (pilot/co-pilot/cabin) with AA-31 Isolation Control, Co-Pilot Footswitch with Select Switch, Cockpit / Cabin Call Light and 4 Place Aft Transmit Positions
- NVG Compatible Instrument and Cockpit Lighting

- 5 David Clark H10-13H Headsets
- 2 Bose Series X Headsets for Pilot & Co-Pilot (paralleled off regular jacks)
- Avalex 8.4" 4090 (mount on arm if allows narrow style expanded instrument panel)
- Provisions for CFE Motorola (V276) Cell Phone to Audio System
- Garmin GDL-69 Weather Data Link with AAI Tail Fin Cap & Whelen Belly Strobe
- Technisonics TFM-30 VHF / FM Low Band Transceiver
- Technisonics TDFM-6000 011210-3-6148/P400/28 with AMS-6000 VHF FM with 136-174MHz, 403-470 UHF, 806-870 Smartzone & Trunking
- Skytrac ISAT 100 Flight Following System or equivalent
- Artex 406 C406-1HM ELT with GPS Interface
- · Aft Avionics Shelf
- Three (3) Color Custom Exterior Paint with "STATE OF WEST VIRGINIA" and State Seal applied as required.
- Dual Mode Steerable Search Landing Light

GUARANTEES/WARRANTIES

- Guarantees and/or warranties shall be provided for the aircraft, all of its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document.
- Guarantees and/or warranties shall ensure that the helicopter, its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document are free from defect in material or workmanship under normal use and service for a period of at least two (2) years or one thousand (1000) hours of operation, whichever shall occur first. During that guarantee/warranty period, the offeror shall replace or repair parts, which are determined to have been defective, including reimbursement of reasonable freight charges, at no additional cost to the State of West Virginia.
- The new helicopter guarantee and/or warranty period shall commence once customization work has been completed, and the helicopter is placed into service by the State of West Virginia.
- Guarantee and/or warranty documentation shall be assembled by the vendor and made part of the offer.

TECHNICAL SUPPORT

• The criticality of aircraft manufacturer technical support cannot be overstated. The successful offeror shall guarantee that all necessary manufacturer's technical support is available for the aircraft, all of its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document for the life of the aircraft, and at no additional cost to the State of West Virginia.

 Manufacturer's airframe, power plant and other subsystem technical assistance must be available within twenty-four (24) hours of demand.

DELIVERY AND ACCEPTANCE

DELIVERY

Delivery of the helicopter, equipped as specified, shall be made to The State of West Virginia's Aviation Division as soon as possible, but no later than 550 days after awarding the contract.

A Liquidated Damages fee of \$250.00 per day shall be assessed from the successful bidder if they fail to deliver the helicopter to the State of West Virginia within 550 days of the award of the contract.

ACCEPTANCE

Acceptance of the helicopter will be designated by the successful completion of the following process:

- Inspection of all appropriate aircraft records and documentation by a designated aircraft mechanic, and a designated pilot representing the State of West Virginia and a technical representative of the offeror.
- A thorough ground inspection of the helicopter by a designated aircraft mechanic representing the State of West Virginia and a designated technical representative of the offeror.
- A thorough flight test by a designated pilot representing the State of West Virginia to ensure the proper operation of the aircraft, its component parts, systems, subsystems, accessories, optional items, and any other devices furnished to satisfy the requirements of this document.

No monies shall be tendered by the State of West Virginia prior to the acceptance of the helicopter as described in the above paragraphs.

TRAINING

PILOT TRAINING

- The successful offeror shall provide Bell Helicopter Textron Model 206 Pilot Night Vision Goggle initial training courses (VFR) for four (4) State of West Virginia, Aviation Division pilots at no additional cost to the state.
- All pilot training shall be conducted at the Bell Helicopter Training Academy, located in Alliance, Texas.

- All pilot training shall include classroom instruction, flight training device (FTD) and flight instruction, as outlined in the Bell Helicopter Training Academy Course Content for the Model 206L4 Pilot Refresher Course (VFR).
- Bell Helicopter Training Academy aircraft, training aids, classroom facilities, ground school and FTD instructors, and Bell certified flight instructors will be utilized to conduct pilot training.
- The costs of all travel expenses incurred by State of West Virginia's pilots attending Bell Helicopter Textron Model 206L4 Pilot Initial Qualification Training, to include airfare, ground transportation, and lodging and per diem, will be the responsibility of the State of West Virginia.
- All pilot training, as described in the above paragraphs will be scheduled with the Bell Helicopter Training Academy, in accordance with their published registration procedures, during the period between six(6) months prior to and twelve (12) months after delivery of the helicopter.

AIRCRAFT MECHANIC TRAINING

- The successful offeror shall provide Bell Helicopter Textron Model 206L4 Field
 Maintenance Refresher Courses for two (2) A&P mechanics at no additional cost to the
 State of West Virginia.
- All field maintenance training shall be conducted at the Bell Helicopter Training Academy, located in Alliance, Texas.
- All field maintenance training shall include classroom and shop instruction, as outlined in the Bell Helicopter Training Academy Course Content for the Model 206L4 Field Maintenance Refresher Course.
- Bell Helicopter Training Academy training aids, classroom facilities, shop facilities and instructors will be utilized to conduct field maintenance training.
- The costs of all travel expenses incurred by State of West Virginia's A&P mechanics
 attending Bell Helicopter Textron Model 206L4 Field Maintenance Refresher Courses, to
 include airfare, ground transportation, and lodging and per diem, will be the
 responsibility of the State of West Virginia.
- All mechanic training, as described in the above paragraphs will be scheduled with the Bell Helicopter Training Academy, in accordance with their published registration procedures, during the period between six(6) months prior to and twelve (12) months after delivery of the helicopter.

AIRCRAFT MAINTENANCE PROGRAM

The successful offeror shall provide extended warranty services for the aircraft to be acquired. The extended warranty services shall begin at the end of the factory warranty period, as set forth herein and shall include "tip to tail" coverage of all factory installed aircraft components including the engine, transmission and drive train. This extended warranty service shall be inclusive of all parts and exclusive of all labor costs. This optional extended warranty shall be available at an additional cost to the State of West Virginia.

PRICE QUOTATION

Factory New Bell Helicopter Textron Model 206L4 light single turbine engine helicopter, por particular and forth horses. Drive for helicopter.	er th
specifications set forth herein. Price for helicopter: \$	
First year extended factory warranty, per the specifications set forth herein. \$	
Second year extended factory warranty, per the specifications set forth herein. \$	
Third year extended factory warranty, per the specifications set forth herein. \$	
Fourth year extended factory warranty, per the specifications set forth herein. \$	
The bid evaluation and the ultimate award will be based upon the price offered for the aircra The extended warranty quotations are sought only to establish the price for the extended coverage and will not be considered in the evaluation of the bids.	ft.
*********END OF SPECIFICATIONS******	

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AFFIDAVIT

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West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	
Authorized Signature:	Date: