



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

Request for Quotation

RFQ NUMBER: AVN076604

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF: KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/26/2007				

BID OPENING DATE: 03/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS RECEIVED PRIOR TO THE 02/21/2007 DEADLINE.		
				ALSO TO EXTEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 03/08/2007		
				BID OPENING TIME REMAINS: 1:30 PM		
				*****END ADDENDUM NO. 2*****		
0001	1	EA		035-50		
				NEW BELL 407 HELICOPTER		
				***** THIS IS THE END OF RFQ AVN076604 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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 Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a 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

ADDENDUM NO. 2-ANSWERS TO TECHNICAL QUESTIONS

1. Standard Headliner with Air Conditioner / Heater Outlets. No heater outlets in overhead.?

Answer: AGREE, REMOVE "/HEATER OUTLETS"

2. Need to add Expandable Blade Bolts from Factory?

Answer: AGREE, ADD EXPANDABLE BLADE BOLTS

3. Aeronautical Accessories Inc. Pre-Flight Kit (includes (4) step handles, left, right, & (1) folding maintenance step & (1) accessory step). No sliding door requested, therefore should read 2 folding maintenance steps. Accessory step only used if sliding door kit installed.?

Answer: AGREE, PRE-FLIGHT KIT WITH 2 FOLDING STEPS

4. Garmin GNS-530A GPS /COM/NAV/ GS 16-watt Comm. Needs to read Garmin GNS-530AWGPS /COM/NAV/ GS 16-watt Comm.?

Answer: AGREE "GARMIN GNS-530AW"

5. Garmin SL-30 Nav/com Interfaced to Garmin GNS-530A. Proposer knows of no interface capability between the two.

Answer: AGREE, DELETE "INTERFACE TO GARMIN GNS-530A"

6. Avidyne / Ryan TAS620 TCAD with Mutable Audio Interfaced to GNS-530A. Previous aircraft had TAS610 installed.

Answer: CHANGE TO TAS610 TO MATCH EXISTING 407

2 NAT 3 10 Audio Control Panels (pilot/co-pilot) with AA-31 Isolation Control, Co-Pilot Footswitch with Select Switch, Cockpit / Cabin Call Light and 5 Place Aft ICS. AA-31 has no function with the requested configuration. The requested configuration will not support cabin Isolation from crew. Proposer suggests adding additional NAT-310 in cabin to provide functionality to AA-31 for Crew / Cabin Isolation. ADD AN NAT AA-12 AUDIO PANEL IN THE CABIN

New Specifications;

3ea. NAT AA-95 Audio Panels (Pilot / Copilot / Cabin) -w- AA-31 Isolation Control, Copilot Footswitch -w- LED NVG Select Switch, Cockpit / Cabin Call Light / Chime consisting of 2 LED NVG Switches and PRD-60. 5 place aft ICS with 2 Aft Transmit Positions. No stereo, wired mono only.

8. GDL-69 Weather Data Link and XM Radio with AAI Tail Fin Cap & Whelen Belly Strobe. Needs to Read GDL-69A Weather Data Link and XM Radio with AAI Tail Fin Cap & Whelen Belly Strobe.

Answer: AGREE CORRECT TO "GDL-69A"

9. Provisions for CFE Motorola (V276) Cell Phone to Audio System. Proposer no longer able to obtain required equipment to satisfy this requirement.

Answer: REVISE TO READ CUSTOMER TO PROVIDE PHONE EQUIPMENT

10. Technisonics TDFM-6000 011210-3-6148/P400/28 with AMS-6000 VHF FM with 136-174MHz, 403-470 UHF, 806-870 Smartzone & Trunking. The requested TDFM-6000 part number does not have the specifications listed. It has the following specifications. (VHF 136 to 174 MHz, UHF 403 to 470 MHz and 764 to 870 MHz) Front Panel Programming Option in VHF Module, No SmartZone trunking in the 800 MHz module. Technisonic TDFM-6148, Part No 011210-3-6148/P404 /28, (VHF 136 to 174 MHz, UHF 403 to 470 MHz and 764 to 870 MHz) will add SmartZone trunking in the 800 MHz module. The AMS-6000 is an additional stand alone unit that enhances operation of TDFM-6000 and allows to connect to one audio position on audio panel which will be required for the requested configuration.

Answer: CHANGE RADIO TO "TDFM-6000 011210-3-6148/P398/28" TO MATCH THE EXISTING 407

11. The total requested configuration will require the installation of an expanded instrument panel. ADD AN "AAI INTERMEDIATE EXPANDED INSTRUMENT PANEL"
12. We had a question regarding the Liquidated Damages Fee found on page 9 under the delivery section of the bid. The bid states that a fee of \$250.00/day will be assessed from the successful bidder if they fail to deliver the helicopter to the State within 365 days of the contract award. The problem that arises here is that Bell Helicopter has told us that the aircraft currently being held for WV will not be delivered until approximately sometime in November of 2008. That would make the completion of the aircraft fall sometime in the first quarter of 2009 well over a year after the contract is awarded. Would Summit be liable for these damages if the late delivery were due to Bell Helicopter and not the completion center? If that is the case, then the completion centers would be forced to factor that in the bid, inflating the final cost to the state of WV to cover the loss incurred by these Damages. If you could let us know how this will occur it would greatly help in submitting a competitive bid for this project.

Answer: The purpose of the liquidated damages was to serve as an incentive for the winning bidder to provide us an aircraft as soon as possible on or soon after the one year delivery date. So, it would be between Bell helicopter and in this case, Summit to determine who was going to pay any late fees. If the bid was submitted and won by Summit it is my understanding they are the ones which would be liable for any late charges since they are the ones making the final delivery.