



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
AGR0915

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE
 PLANT INDUSTRIES DIVISION
 BUILDING 6
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2222

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/03/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		905-10		
<p>AGRICULTURAL AERIAL SURVEYS</p> <p>THE STATE OF WEST VIRGINIA PURCHASING DIVISION IS CONTRACTING ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE IS CONTRACTING FOR THE SERVICE OF PILOT(S) TO FLY STAFF CONDUCTING AGRICULTURAL AERIAL SURVEYS THROUGHOUT THE STATE OF WEST VIRGINIA. ALL PILOTS MUST HAVE A VALID COMMERCIAL LICENSE AND PROOF THEY HAVE FLOWN A MINIMUM OF 600 HOURS ON LIGHT PLANES AND INSTRUMENT RATED, AT LEAST 200 HOURS ON THE TYPE OF PLANES LISTED ON THE CONTRACT. ALL PILOT EXPENSES ARE THE RESPONSIBILITY OF THE CONTRACTOR. EACH BIDDER MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH PLANE: TYPE OF PLANE, HORSEPOWER, REGISTRATION NUMBER, TOTAL ENGINE TIME, AND TIME SINCE ENGINE LAST MAJORED. ADDITIONAL SPECIFICATIONS ARE ATTACHED.</p> <p>QUESTIONS CONCERNING THE SPECIFICATIONS MUST BE SUBMITTED IN WRITING AND WILL BE ACCEPTED UNTIL 4:00PM ON MARCH 13, 2009. QUESTIONS ARE TO BE SUBMITTED TO THE FOLLOWING:</p> <p>RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RON.N.PRICE@WV.GOV</p> <p>EXHIBIT 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AGR0918</p> <p>BID OPENING DATE: 03/25/09</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ AGR0915 ***** TOTAL: _____</p>						

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MINIMUM REQUIREMENTS:

- Three (3) passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated.
- High wing, single engine.
- Cabin window view must not be limited by external fuel pods or other obstructions (wing struts not a factor).
- Pilot may be required to pass a regional aviation evaluation (check ride) before contract begins.
- Pilot shall be required to understand and sign the Pilot Safety Briefing.
- Pilot shall be required to sign aerial observer mission approval
- Prior to commencement of work, certificate of insurance shall be submitted to the Contracting Officer.
- Minimum engine requirements for aircraft shall be 160 HP or above.
- Payload of 500 pounds at 30 degrees C at 4,000 feet pressure altitude. Payload is determined by subtracting the sum of the weight of the aircraft equipped to meet the specifications of this contract, the pilot's weight equipped for flight, and the weight of fuel at full tank capacity, from the maximum certificated takeoff weight for the environmental conditions specified.
- Voice activated internal intercom system capable of handling internal communication needs of pilot and three passengers. Aircraft radio system must facilitate direct communication between WVDA personnel occupying copilot seat and any other aircraft involved with aerial operations.
- To meet minimum specifications of this contract all aircraft must be capable and certified for flight under IFR conditions.

Offers should assure their specific make and model aircraft is capable of meeting the above minimum requirements by including information with their offer to demonstrate such.

PILOT REQUIREMENTS

Be able to read, write, and converse fluently in English

Hold a current FAA medical certificate.

Pilots shall have logged minimum flying time as pilot-in-command as follows:

- 1,000 hours Total pilot time.
- 200 hours Category and class to be flown.
- 75 hours Actual or simulated instrument flight time (including 50 hours in flight).
- 300 hours Cross-country.
- 50 hours Typical terrain and landing facilities; mountain.
- 50 hours Total time in make, model, and series of aircraft to be used.
- 5 hours Total time in make and model, preceding 30 days.

The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft.

NOW, THEREFORE, it is agreed that CONTRACTOR agrees to furnish the service of a minimum of two (2) planes (and pilots) that meet the above requirements.

AIRCRAFT DESCRIPTION					
Aircraft Tail Number	Aircraft Make	Aircraft Model	Engine	Horsepower	Avionics

Together with a pilot or pilots satisfactory to STATE for the same, at the time or times necessary to conduct annual or special surveys for all Agricultural Programs, as is desired by the party of the first part; said airplane to originate flights from ___ CRW- (Yeager Airport), Charleston, WV.

The consideration for the use of said airplane(s) and pilot(s) will be:

Aircraft Tail Number	Aircraft Make	Aircraft Model	Rate Per Hour from CRW

Overall average per hour for all planes \$ _____

The number of hours to be computed from the time the airplane leaves the airport specified by STATE to the time it returns to same. No charge shall be made for the time on the ground at intermediate fields. Such compensation to be paid upon receipt of itemized statements submitted in five copies by CONTRACTOR on the first and fifteenth day of each month.

CONTRACTOR must provide insurance in the total amount of not less than \$300,000 liability and casualty insurance for all personal injuries and property damage in any one accident or misadventure, but in no event less than \$75,000 for injuries to each passenger, as well as not less than \$100,000 for personal injuries to third persons and not less than \$100,000 for property damages resulting from the airplane's operation.

CONTRACTOR must agree to hold harmless STATE and its assigns, from any liability to

passenger, pilot or equipment occasioned by the use of the airplane. It is understood and agreed that flights will be made only at the request of properly authorized employees of the West Virginia Department of Agriculture and at times when CONTRACTOR has determined that the weather conditions are suitable for proper conduct of the aerial survey. It is further agreed that flights will be made as near as possible to tree tops, or other ground features, as safety rules and regulations permit.

CONTRACTOR must agree to provide a properly certified, inspected and maintained aircraft and a pilot who holds all aeronautical ratings and licenses necessary to do the type of flying required.

It is agreed that CONTRACTOR is an independent contractor under the terms of this agreement and CONTRACTOR or CONTRACTOR'S PILOT will at all times fly the airplane in as smooth a manner and at even keel insofar as possible under prevailing conditions and at such altitude as is possible under the circumstances to effectively locate conditions for which the aerial survey is being made from the air in areas or at locations requested by STATE. CONTRACTOR or CONTRACTOR'S PILOT, from the time of take-off to the time of landing of the airplane shall be in full charge of the operation of the airplane, and shall be responsible for all decisions regarding operational factors determined by existing terrain and weather conditions.

It is agreed and understood by the parties that this contract is conditional upon the West Virginia Legislature authorizing sufficient appropriations, for the programs utilizing this service.

COST ADJUSTMENTS

The state of West Virginia will consider bids that contain provisions for price adjustments prior to the original expiration of the contract, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the director purchasing, e.g

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____