



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
 AVN106312

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2010				

BID OPENING DATE: 03/25/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-08		
AIRCRAFT MAINTENANCE FOR (3) BELL HELICOPTERS REQUEST OF QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF AVIATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH MAINTENANCE SERVICES FOR (3) BELL HELICOPTERS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WV STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/17/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED. QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT. EXHIBIT 10 REQUISITION NO.:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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>.
16. **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 agency 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.



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<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE </p> <p>..... COMPANY</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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</p>						

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<p>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 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AVN106312</p> <p>BID OPENING DATE: 03/25/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SIGNATURE			TELEPHONE		DATE
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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ AVN106312 ***** TOTAL:						

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AIRCRAFT MAINTENANCE AND REPAIR

To provide helicopter maintenance, and / or emergency repairs for the following aircraft:

1980 BELL 206B JET RANGER N6WV,	SN: 3138
2003 BELL 206L4 LONG RANGER N5WV,	SN: 52279
2006 BELL 407 N3WV,	SN: 53713

INSPECTION, MAINTENANCE AND SERVICES: The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time.

All maintenance and services will be accomplished promptly and without delay. The vendor will commence maintenance no later than one (1) working day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition. Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

EMERGENCY REPAIRS: Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field or home facility which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

AIRCRAFT REPAIR STATION: The vendor will meet all requirements as set forth by the Federal Aviation Administration and will be licensed as an Aircraft Repair Station. The repair station will maintain parts and tools as required. The station will also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines. The vendor shall provide a copy of their FAA Repair Station License It is preferred that this information be provided with the bid response.

CUSTOMER SERVICE FACILITY: The vendor must be a Certified Bell Helicopter Customer Service Facility for the models of aircraft specified herein. The vendor shall provide a copy of their Bell Customer Service Facility Certificate. It is preferred that this information be provided with the bid response.

CERTIFIED MECHANICS: The vendor shall employ at least five (5) licensed airframe and power plant mechanics experienced in aircraft maintenance, and an authorized inspector having at least three (3) years current aircraft experience for the models of aircraft specified herein. All inspections, maintenance and services will be entered in the aircraft log books by a repair station representative, authorized inspector, or airframe and power plant mechanic employed by the vendor as appropriate. The vendor shall provide the State of West Virginia with an

updated roster listing by name and FAA mechanics certificate number licensed airframe & powerplant mechanics and authorized inspectors employed by the vendor. It is preferred that this information be provided with the bid response.

EXPERIENCE IN AIRCRAFT OPERATIONS: The vendor shall have at least ten (10) years experience in aircraft operations and maintenance for the models 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.

INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all airworthiness directives which apply. Service bulletins and letters will be at agency request.

At such time as an engine requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair. The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange.

The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Bell Helicopter. Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors. The vendor shall install or replace any or all parts that may be provided by the Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

Agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of helicopter repair parts. In such instances, the agency will absorb the freight cost. Vendor will prepay freight charges and charge back to the agency. The vendor must provide a copy of the freight bill with their invoice.

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall furnish the agency with a computer generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/non scheduled maintenance is performed.

AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall also provide the removal or replacement of components which do not require special tools, equipment or ratings.

DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage occasioned thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

INVOICING: All invoices, delivery slips or freight bills must show the Department of Administration, Aviation Division, purchase order number.

The Department of Administration, Aviation Division shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty miles from the vendor's facility and that travel involves an overnight stay. Current WV travel management regulations can be found at <http://www.state.wv.us/admin/purchase/travel>.

Mileage charges will be reimbursed based on the current West Virginia travel regulations. Current WV travel management regulations can be found at <http://www.state.wv.us/admin/purchase/travel>.

LIFE OF CONTRACT: Once the contract becomes effective it shall extend for a period of one (1) year or until such "reasonable time" thereafter as is necessary to negotiate 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 the contract for any reason upon giving the director of purchasing 30 days written notice.

RENEWAL: This contract may be renewed upon mutual written consent of the spending unit and vendor, submitted to the director of purchasing thirty (30) days prior to the expiration date of the contract. 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 renewal periods.

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.

OPEN MARKET/EMERGENCY PURCHASE 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 of work) to prevent prolonged or extensive aircraft down time.

INSURANCE: Vendor shall furnish proof of adequate public liability and property damage insurance prior to the issuance of a purchase order to include the repair and / or replacement of the aircraft from damage that is incurred during maintenance by the vendor. If applicable the vendor shall also be in compliance with all rules and regulations of the state of West Virginia B.E.P., workers compensation and unemployment compensation, and have all premiums paid and reports filed currently.

TIME: Time consumed in delivery and / or performance is of the essence in this contract.

ADDING AND DELETING AIRCRAFT: The State of West Virginia, Aviation Division, reserves the right to add or delete aircraft from this contract with approval from the state of WV purchasing division.

RATE SCHEDULE: (See attached pricing sheet)

Aviation Cost Scenario Sheet

Vendors must complete the below cost scenario.

Section A:

Normal working hours are considered to be Monday thorough Friday from _____ am to _____ pm.

HOURLY RATES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	Straight Hourly Shop Rate	\$	per hour	300	\$
2	Hourly Rate at other than Vendor's Facility	\$	per hour	10	\$
3	Shop Rate other than Normal Working	\$	per hour	10	\$
PARTS:					
Line Item	Description		% Discount from List	Estimated List Price	Extended Cost
4	Bell Parts:		%	\$5,000	\$
EQUIPMENT USE FEES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
5	Main Rotor Track & Balance	\$	per use	3	\$
6	Tail Rotor Balance	\$	per use	3	\$
7	Battery Deep Cycle	\$	per use	3	\$
8	Battery Capacity Check	\$	per use	3	\$
OTHER FEES:					
Line Item	Description	Will be billed at _____ % of the Straight Hourly rate X 300 to get extended cost:			Extended Cost
9	Consumables				\$
Subtotal A:					\$

Section B:

Current WV Travel Management Regulations can be found at
<http://www.state.wv.us/admin/purchase/travel>.

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
10	Lodging at Vendor's Location	\$	Per Diem	3	\$
11	Meals at Vendor's Location	\$	Per Diem	3	\$
Subtotal B:					\$

Section C:

Flight time calculation 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 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
N3WV- _____ NM to contractor's facility divided by 125 (knots) x \$1100.00 (per hour) x 2	\$
N5WV- _____ NM to contractor's facility divided by 100 (knots) x \$800.00 (per hour) x 2	\$
N6WV- _____ NM to contractor's facility divided by 100 (knots) x \$600.00 (per hour) x 2	\$
Subtotal C:	\$
Subtotal Section A:	\$
Subtotal Section B:	\$
Subtotal Section C:	\$
Total Bid:	\$

- Notes:
- 1.) The Cost of Flight Time, Meals, and Lodging for the Department of Administration Aviation Division personnel to the Vendor's facility will be used to award this contract.
 - 2.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
 - 3.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
 - 4.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
 - 5.) If consumable fee is included in Straight Hourly Shop Rate enter "0" in the Extended Cost Line 9.

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 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.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____