



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
 AVN086611

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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
04/28/2011				

BID OPENING DATE: 05/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-08		
MAINTENANCE AND EMERGENCY REPAIR SERVICE AIRCRAFT REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF AVIATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH MAINTENANCE AND EMERGENCY REPAIR SERVICE FOR ONE (1) 2009 CESSNA 208B, N2WV, SN:2077 AIRCRAFT PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/10/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS SHALL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. ANY COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <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</p>						

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<p>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 COMPANY DATE</p> <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>						

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<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 SERVICE 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</p>						

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<p>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 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AVN086611</p> <p>BID OPENING DATE: 05/26/2011</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> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ AVN086611 ***** TOTAL: _____</p>						

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AIRCRAFT MAINTENANCE AND REPAIR (Cessna 208B)

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

2009 Cessna 208B, N2WV, SN: 2077

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 repair 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.

AUTHORIZED SERVICE CENTER: The vendor shall be a Cessna Authorized Service Center for the model(s) of aircraft specified herein. The vendor shall provide a copy of their Cessna Service Center 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. The vendor shall maintain all staffing and training requirements in accordance with the Cessna Authorized Service Center agreement for the duration of this purchase order. 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.

FAA APPROVED ANTIDRUG AND ALCOHOL MISUSE PREVENTION PROGRAM: The vendor shall have an established Antidrug and Alcohol Misuse Prevention Program for all employees that performs safety-sensitive functions in accordance with Title 14, Part 120 of the Code Of Federal Regulations. The vendor shall provide the State of West Virginia with a copy of their Antidrug and Alcohol Misuse Prevention Program Operations Specification. It is preferred that this information be provided with the bid response.

EXPERIENCE IN AIRCRAFT OPERATIONS: 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 and Service Bulletins which apply. Service 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 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 Cessna or equal. 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 aircraft repair parts. In such instances, the agency will absorb the actual cost of the freight. 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, repair 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>.

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 (Caravan)

Vendors must complete the below cost scenario.

Section A:

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

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	Straight Hourly Shop Rate	\$	per hour	100	\$
2	Shop Rate other than Normal Working	\$	per hour	10	\$
3	OPS 30 AC Severe Corrosion Inspection MLG	\$	per insp.	1	\$

Line Item	Description	% Discount from List	Estimated List Price	Extended Cost
4	Cessna Parts:	%	\$3,000	\$
5	Non-Cessna Parts	%	\$2,000	\$

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
6	Battery Service Fee (Lead Acid)	\$	per use	1	\$
7	Air Conditioning Cart	\$	per use	1	\$
8	Aircraft Scales	\$	per use	1	\$
9	Prop Balance Fee	\$	per use	1	\$

Line Item	Description	Will Be Billed At:	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/default.htm>

Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
10	Lodging at Contractor's Location	\$	Per Diem	3	\$
11	Meals at Contractor'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 contractor'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
_____ NM to contractor's facility divided by 160 (KTAS) x \$700.00 (per hour) x 2	\$
Subtotal C:	
\$	
Subtotal Section A:	
\$	
Subtotal Section B:	
\$	
Subtotal Section C:	
\$	
Total Bid:	
\$	

Notes:

- 1) For line item 3. the vendor shall provide a cost based upon the ability to perform the OPS 30/AC Severe Corrosion Inspection for the Main Landing Gear on aircraft with the TKS Installed without removing the installed cargo pod.
- 2) The Cost of Meals, and Lodging for the Department of Administration Aviation Division personnel at the Contractor's location shall be computed in section B: in accordance with the Current WV Travel Management Regulations and will be used to award this contract.
- 3) The Cost of Flight Time to fly round trip from Charleston, WV to the Contractor's facility shall be computed in section C: and will be used to award this contract.
- 4) 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.
- 5) 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.)
- 6) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

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. AVN086611STATE 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 exceeds 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** _____