



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

State of West Virginia Master Agreement

Order Date: 09-12-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0231 4432 OOT2500000004 1	Procurement Folder:	1472745
Document Name:	Maintenance for Generator Sets (OT25020)	Reason for Modification:	AWARD OF CRFQ OOT2500000012
Document Description:	Maintenance for Generator Sets (OT25020)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-09-14

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000218337	Requestor Name:	Andrew C Lore
BOYD COMPANY		Requestor Phone:	304-352-4944
10001 LINN STATION RD		Requestor Email:	andrew.c.lore@wv.gov
LOUISVILLE			
US	KY 40223-3828		
Vendor Contact Phone:	3043894190		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

2025
FILE LOCATION _____

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	WV OFFICE OF TECHNOLOGY
OFFICE OF TECHNOLOGY	BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR	1900 KANAWHA BLVD E
CHARLESTON WV 25305	CHARLESTON WV 25305
US	US

9/28/24 bc

Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION

DATE: *9/23/24*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *10-2-24*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Centralized Agency Contract
Maintenance Services for Generator Sets - OT25020

The Vendor: Boyd Company. Agrees to enter into this open-end contract with the Agency, The West Virginia Department of Administration, Office of Technology to provide a preventative maintenance services contract for one (1) Caterpillar 3456 Generator set and one (1) Perkins (International) / Olympian D200P3 Generator set, and bank load testing of each generator set, located at the Capitol Complex, per the bid requirements, specifications, terms and conditions, Vendor's submitted bid dated: 9/04/2024. Incorporated herein by reference and made a part of hereof.

Years 2, 3, and 4 will be added via change order upon mutual agreement.

Effective Dates: 9/15/2024 - 9/14/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72151516				0.000000
Service From		Service To	:	Service Contract Amount	
				0.00	

Commodity Line Description: Generator Maintenance - SEE PRICING PAGE

Extended Description:

Generator Maintenance - SEE PRICING PAGE

	Document Phase	Document Description	Page 3
OOT2500000004	Draft	Maintenance for Generator Sets (OT25020)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ Certification and/or attestation from equipment manufacturer as more fully described in section 4 of the specifications. Vendors should include this information with their bids.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Levi Curry - Product Support Rep.

(Address) _____

(Phone Number) / (Fax Number) 304-688-3252

(email address) Levicurry@boycat.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Boyd Company
(Company)

(Signature of Authorized Representative)

Levi Curry Product Support Rep. 9/4/24
(Printed Name and Title of Authorized Representative) (Date)

304-688-3252
(Phone Number) (Fax Number)

Levicurry@Boycat.com
(Email Address)

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for maintenance and repair for one (1) Caterpillar 3456 Generator set and one (1) Perkins (International) / Olympian D200P3 Generator set, and load bank testing of each generator set.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Agency"** means the West Virginia Office of Technology (WVOT).
 - 2.2 "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the items requested in this solicitation.
 - 2.3 "Contract Services"** means providing preventative maintenance for Agency-owned generators as more fully described in these specifications.
 - 2.4 "Pricing Page"** or pricing sheet means the page(s) attached hereto as Exhibit A, upon which Vendor should list its proposed price for Goods and Contract Services.
 - 2.5 "RFQ"** means the official request for quotation published by the Purchasing Division.
 - 2.6 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7 "Vendor"** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
 - 2.8 "Crankcase Oil Analysis"** means a quick nondestructive way to gauge the health of an engine by looking at what is in the oil.
 - 2.9 "Load Bank Testing"** means allowing a standby generator set to be tested and exercised to verify its overall reliability, and its ability to run at its full rated output.

3. CURRENT ENVIRONMENT:

3.1. The Agency owns two generator sets:

3.1.1. One (1) Caterpillar

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

3.1.1.1. Engine Model: 3456

3.1.1.1.1. Year: 2005

3.1.1.1.2. Serial Number 7WG03260

3.1.1.1.3. 625 kVA, 500 kW

3.1.1.2. Generator Model: LC6

3.1.1.2.1. Serial Number: G6B00867

3.1.2. One (1) D200P3 Perkins (International)

3.1.2.1. Engine model GCD325

3.1.2.1.1. Year: 2006

3.1.2.1.2. Engine Family: DTA530E

3.1.2.1.3. Serial Number: OLY0000OANNS02242

3.1.2.1.4. 250 kVA, 200 kW

3.1.2.2. Generator Model: Olympian

3.1.2.2.1. Serial Number: 193536/03

4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. The Vendor must be authorized by the manufacturer to provide maintenance and repair services for the generators identified in Current Environment - Section 3.1. The Vendor must provide documentation of authorization such as a certified letter from manufacturer upon request.

4.2. The Vendor must be authorized to install manufacturers' engineering changes and modifications to the generators identified in Current Environment - Section 3.1.

5.1 GENERAL REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

5.1.1 Preventative Maintenance (PM) Levels of Service

5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12-month period from date of award.

5.1.1.1.2 The Vendor must provide Preventative Maintenance Level 1 visits at 3 months and at 9 months upon date of award and subsequent optional renewals.

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

5.1.1.1.3 Preventative Maintenance Level 1 must include the following action items at a minimum:

5.1.1.1.3.1 Visual inspection of each generator set, including operator panels

5.1.1.1.3.2 Start each generator set and check operation

5.1.1.1.3.3 Check for oil, fuel, and coolant leaks

5.1.1.1.3.4 Check operation of jacket water heater

5.1.1.1.3.5 Check batteries; add water if necessary.

5.1.1.1.3.6 Check battery cables and connections

5.1.1.1.3.7 Check battery charger operation

5.1.1.1.3.8 Grease or lube generator, linkages, and safety interlocks as necessary

5.1.1.1.3.9 Adjust components as necessary to maintain correct operation

5.1.1.1.3.10 Alert Agency of failed parts, and / or necessary corrective action

5.1.1.1.3.11 The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.

5.1.1.1.4 The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.

5.1.1.2 Preventative Maintenance Level 2: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

5.1.1.2.1 Each generator must receive a minimum of one (1) visit during a 12-month period from date of award.

5.1.1.2.1.1 The Vendor must provide a Preventative Maintenance Level 2 visit six (6) months upon date of award and optional renewal year three.

5.1.1.2.2 Preventative Maintenance Level 2 must include the following action items at a minimum:

5.1.1.2.2.1 All action items listed in Specification 5.1.1.1.2

5.1.1.2.2.2 Change oil and oil filter

5.1.1.2.2.3 Change the fuel filter

5.1.1.2.2.4 Conduct a Crankcase Oil Analysis and provide results to Agency

REQUEST FOR QUOTATION

Preventative Maintenance and Repair Services for Generator Sets (OT25020)

- 5.1.1.2.2.5 Sample diesel fuel and test for bacterial contamination and proper cetane level. If fuel is contaminated or cetane level is lower than minimum specifications, vendor will make a recommendation for treatment, filtering, or replacement.**

- 5.1.1.2.2.6 The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.**

- 5.1.1.2.3 The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.**

- 5.1.1.3 Preventative Maintenance Level 3:** The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

- 5.1.1.3.1 Each generator must receive a visit in optional years two and four of the Contract.**

- 5.1.1.3.1.1 The Vendor must provide first Preventative Maintenance Level 3 visit six (6) months into optional renewal year two of the Contract if renewed.**

- 5.1.1.3.1.2 The Vendor must provide second Preventative Maintenance Level 3 visit thirty (30) days prior to the expiration of the contract in optional renewal year four if renewed.**

- 5.1.1.3.2 Preventative Maintenance Level 3 must include the following action items at a minimum:**

- 5.1.1.3.2.1 All action items listed in Preventative Maintenance Level 1 – Section 5.1.1.1.2**

- 5.1.1.3.2.2 All action items listed in Preventative Maintenance Level 2 – Section 5.1.1.2.2**

- ### 5.1.1.3.2.3 Change all batteries

- #### 5.1.1.3.2.4 Change all belts

- #### 5.1.1.3.2.5 Change the antifreeze and coolant hoses

- #### 5.1.1.3.2.6 Change all air filters

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

5.1.1.3.2.7 The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.

5.1.1.3.3 The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.

5.1.1.3.4 During Preventative Level 3 activities, the Vendor shall provide a standby generator of 500 kW capacity. In the event of a power outage during Preventative Level 3 activities, the Vendor shall place the standby generator into service, and will maintain the temporary generator set until either repairs to the existing generator set(s) can be made and the repaired unit(s) can reliably provide power to the State facility, or utility power is restored.

5.1.2 Parts and Supplies used during PM visits

5.1.2.1 All parts installed during PM visits will be obtained from the original equipment manufacturer (OEM), and will be installed at no additional cost.

5.1.2.2 All fluids and lubricants used during PM visits will meet or exceed original equipment manufacturer (OEM) specifications, and will be installed at no additional cost.

5.1.3 Parts and Supplies used for on-demand break / fix repairs

5.1.3.1 In the event of an equipment malfunction, the Vendor shall have a qualified technician (as identified in the response to the RFQ or as subsequently certified to the Agency) on site within two (2) hours after the Vendor is notified about the malfunction: 24 x 7 x 365. No additional charge shall be made by the Vendor for problem diagnosis or repairs, except for parts or materials, regardless of the time or date the service is performed.

5.1.3.2 Vendor's markup on parts, supplies, and materials used for repairs made outside of PM visits shall not exceed 25%. A copy of the invoice for parts/materials that the Vendor procured for a particular service shall be attached to the invoice for the parts/materials that the Vendor subsequently submits to the Agency.

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

5.1.3.3 Upon completion of inspections or repairs, the Vendor shall submit a completed checklist and/or work order to the Agency, indicating the type of service performed, parts/materials used, and the status of the unit(s).

5.1.3.4 The Vendor shall replace parts and materials prior to wear-out or failure.

5.1.3.5 Vendor must show markup on Pricing Page by adding percentage markup in following format: 20% markup = 1.20, 25% markup = 1.25, etc..

5.1.4 Invoicing Instructions

5.1.4.1 The Vendor that performs a preventative maintenance visit must invoice only for the preventative maintenance level that is scheduled.

5.1.5 Load Testing (Four (4) hour resistive testing of each generator set)

5.1.5.1 The Vendor shall provide all tools, skilled labor, and equipment as required to perform load testing of each generator set as described in Section 3. The Vendor shall coordinate with the Agency for access, shutdown, and testing of each generator set. The load testing shall be performed on a yearly basis.

5.1.5.2 The Vendor shall isolate each generator set from the existing power, and all testing loads shall be supplied from the Vendor supplied load bank.

5.1.5.3 The Vendor shall supply all required wiring for temporary connection of the generator to the load bank. Each generator set is located no more than 25 feet from a wide sidewalk, and no more than 75 feet from a street.

5.1.5.4 During the four-hour load test for each generator, the Vendor shall start the generator set and allow it to warm up. The Vendor shall then apply a load during the test equal to 100% of the kW nameplate rated capacity of the generator set. Upon completion of the test, the Vendor shall remove the load, and allow the generator set to run in a cool down period.

5.1.5.5 During the four-hour load testing for each generator, the Vendor shall maintain a load bank service record. Readings shall be taken every 15 minutes, and shall show, at a minimum, job details, the time, engine readings (oil pressure, water temperature), and alternator / generator readings (volts and amperes by phase), the power factor, the percent of load, and remarks.

5.1.5.6 Once load testing has been completed, the Vendor shall reconnect all existing generator set power supply wiring.

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

5.1.5.7 Once load testing has been completed, the Vendor shall submit a load testing report that details collected data analysis.

5.1.6 Optional Renewals

5.1.6.1 The Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated by the Agency, agreed to by the Vendor and processed as a Change Order authorized by the West Virginia Purchasing Division.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

CONTRACT WILL BE EVALUATED ON ALL LINES BUT ONLY AWARDED ON FIRST YEAR.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

6.2 Pricing Page: The Vendor must complete the Pricing Page by entering the cost for each visit per the preventative maintenance level, the yearly load bank testing, and the standby generator sets. The Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@wv.gov

- 7. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 8. PAYMENT:** Agency shall pay annual cost, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
 - 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 11. VENDOR DEFAULT:**
- 11.1.** The following shall be considered a vendor default under this Contract.
 - 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4.** Failure to remedy deficient performance upon request.
 - 11.2.** The following remedies shall be available to Agency upon default.
 - 11.2.1.** Immediate cancellation of the Contract.
 - 11.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Levi Curry
Telephone Number: 304-688-3252
Fax Number: _____
Email Address: levicurry@Boydent.com

Exhibit A - Pricing Page and Schedule of Services
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

Note to Vendors: Only the column for Unit Cost is editable.

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
Year 1 - Pricing and Service Schedule					
5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each		500	
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each		1000	
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each		500	
5.1.3	Hourly Rate for Labor	Hour		145	
5.1.3	Markup for Parts Not to Exceed 25%	Markup		1.25	
5.1.5	Load Testing - Once per year	Each		620	

TOTAL COST

Optional Year 2 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each		550	
5.1.1.3	Preventative Maintenance Level 3 - 6 months from date of award	Each		6245	
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each		550	
5.1.3	Hourly Rate for Labor	Hour		145	
5.1.3	Markup for Parts Not to Exceed 25%	Markup		1.25	
5.1.5	Load Testing - Once per year	Each		600	

TOTAL COST

Optional Year 3 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each		600	
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each		1200	
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each		600	
5.1.3	Hourly Rate for Labor	Hour		145	
5.1.3	Markup for Parts Not to Exceed 25%	Markup		1.25	
5.1.5	Load Testing - Once per year	Each		620	

TOTAL COST

Optional Year 4 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each		700	
5.1.1.3	Preventative Maintenance Level 3 - 30 days prior to expiration of contract	Each		6445	
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each		700	
5.1.3	Hourly Rate for Labor	Hour		145	
5.1.3	Markup for Parts Not to Exceed 25%	Markup		1.25	
5.1.5	Load Testing - Once per year	Each		700	

TOTAL COST

TOTAL COST