



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: 12-10-2021

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 0708 0700 ABC2200000001 1	Procurement Folder:	956935
Document Name:	Warehouse Equipment Maintenance & Repair Service	Reason for Modification:	
Document Description:	Warehouse Equipment Maintenance & Repair Service	Award of CRFQ ABC2200000001	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-12-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-12-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000105822 MH EQUIPMENT OHIO LLC PO BOX 50 MOSSVILLE IL 61552 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Ronnie A Briscoe Requestor Phone: (304) 356-5570 Requestor Email: ronnie.a.briscoe@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US	ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US

12-20-21
bnt

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
Linda Harper
DATE: 12-17-2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Gray
DATE: 1/4/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toler
DATE: 1-4-2022
ELECTRONIC SIGNATURE ON FILE

1/4/2022

Extended Description:

The vendor, MH Equipment, agrees to enter into this open end contract with the agency, The WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA), to provide equipment maintenance and repair services for the WVABCA warehouse per the specifications, terms and conditions, and the vendors submitted bid response dated 12/01/2021 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	73152100			EA	4490.000000
	Service From	Service To			

Commodity Line Description: Maintenance per Quarter

Extended Description:

Equipment Preventive Maintenance and Repairs.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	73152100			HOUR	79.000000
	Service From	Service To			

Commodity Line Description: Regular Labor Rate

Extended Description:

Equipment Preventive Maintenance and Repairs.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	73152100			HOUR	118.500000
	Service From	Service To			

Commodity Line Description: Weekday OT Labor Rate

Extended Description:

Equipment Preventive Maintenance and Repairs.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	73152100			HOUR	158.000000
	Service From	Service To			

Commodity Line Description: Emergency Rate

Extended Description:

Equipment Preventive Maintenance and Repairs.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	73152100			HOUR	158.000000
	Service From	Service To			

Commodity Line Description: Weekday/Holiday OT Labor Rate

Extended Description:

Equipment Preventive Maintenance and Repairs.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	73152100			EA	0.000000
	Service From	Service To			

Commodity Line Description: Parts Markup

Extended Description:
Parts Multiplier (25%) 1.25

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: This Contract becomes effective on December 15, 2021 and the initial contract term extends until One (1).

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

☐ **Other:** See attached _____
Revised 07/01/2021

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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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 and must include the State as an additional insured on each policy 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: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ 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.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 hearth, 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

Territory Mgr.
(Name, Title)

Eric Shock
(Printed Name and Title)

126 Lakeview Drive, Charleston WV 25313
(Address)

304-776-6900
(Phone Number) / (Fax Number)

e.shock@mh-equipment.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 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 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.

MH Equipment
(Company)

[Signature] Territory Mgr.
(Authorized Signature) (Representative Name, Title)

Eric Shock, Territory Mgr.
(Printed Name and Title of Authorized Representative)

12-1-21
(Date)

304 776-6900 Fax - 1-866-620-8112
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV ABCA Distribution Center to establish an open-end contract from a qualified company to provide quarterly preventative maintenance and corrective maintenance service on a variety of equipment as per **EXHIBIT B**, Equipment List. The objective of this solicitation is to obtain necessary quarterly preventative maintenance and corrective maintenance service for various warehouse machinery equipment components on both a schedule and emergency basis to keep the equipment operating in accordance with manufacture's specifications. It is the intent of the West Virginia Alcohol Beverage Control Administration (WVABCA) to have these services provided on an "On call" "As requested" basis, meaning that WVABCA will contact the successful bidder prior to having any service or repair work performed and to implement a quarterly preventive maintenance schedule on the list of equipment.

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 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"Preventative Maintenance"** means the scheduled inspections and the replacement of parts and material on equipment prior to the failure or wear-out period of the parts, components, or materials in accordance with the equipment manufacture's specifications and recommendations and any testing required to ensure that equipment is in proper working order.
 - 2.5 **"Corrective Maintenance"** means work performed on an "on call" "as needed" "as requested" basis to correct a malfunction or failure in equipment and testing to ensure that equipment is in proper working order. Shall not include an individual project that exceeds \$25,000 in total value including both parts and labor.
 - 2.6 **"Testing/Inspection"** means examining the equipment to assure proper functioning according to manufacturer's guidelines.

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2.7 “**Competent Mechanic**” as herein stated, shall mean a journeyman mechanic who has had at least five years (5) experience maintaining the typed of equipment listed in this contract with the proper certification.

2.8 “**WVABCA Distribution Center**” as herein stated shall mean Warehouse.

2.9 “**Inspection**” means examination of systems and equipment to assure optimal performance.

2.10 “**Inspection**” means examination of systems and equipment to assure optimal performance.

2.11 “**Holiday**” means the days recognized by the State of West Virginia.

- New Year’s Days (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

3. GENERAL REQUIREMENTS:

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **Qualifications:** vendor must have the following minimum qualifications.

3.1.1.1 Vendor and vendor’s staff assigned to this project must have the minimum of five years (5) of experience in

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inspecting, testing, repairing, and maintaining the types of equipment listed in this solicitation.

3.1.1.2 Compliance with experience requirement will be determined prior to contract award by the State through references provided by the Vendor. References shall demonstrate the Vendor's knowledge or documentation of the Vendor's past projects for inspecting, testing, repairing, and maintenance of listed equipment. Vendor should provide a current resume which includes information regarding the number of years of qualification, experience, training, and relevant professional education for everyone that will be assigned to this project. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening or prior to contract award.

3.1.1.3 Vendor shall be trained and/or certified to provide inspection, testing, maintenance, and repair/replace services on the types of equipment listed in this solicitation and must provide the Agency with documentation to verify training and/or certification upon request. Vendor shall ensure that all work performed under this Contract is performed by an appropriately trained and certified individual.

3.1.2 MANDATORY REQUIREMENTS

3.1.2.1 Mandatory Contract Services Requirement and Deliverables: Contract Services must meet or exceed the mandatory requirement listed below:

3.1.2.2 Vendor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

3.1.2.3 Vendor will be required to maintain a twenty-four (24) hours per day, seven (7) days per week, 365 days a year emergency telephone contact. Vendor shall provide a return call to Warehouse Manager, or his designee, with thirty minutes (30) of receiving the telephone call for service. Vendor shall provide emergency services to address system

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and operational failures arriving on site within three (3) hours of notification. Vendor shall provide an emergency contact number on the cost sheet.

- 3.1.2.4** Vendor will provide a contract manager who will be responsible for the performance of the work. The name of this person, along with an alternate who will act for the contract manager when that person is absent will be designated in writing to the WVABCA prior to contract start date. Vendor will provide telephone numbers for these employees
- 3.1.2.5** All contracted personnel must have valid photo identification before entering the warehouse facility and will sign in and sign out.
- 3.1.2.6** At the discretion of the WVABCA Distribution Center (Warehouse) Warehouse Manager, any vehicle may be subject to a search that is on WVABCA property.
- 3.1.2.7** While at the Warehouse facility all vendor personnel shall comply with applicable safety requirements of the Occupational Safety and Health Act (OSHA).
- 3.1.2.8** Vendor shall be responsible for all damages to Warehouse facilities and equipment caused by his/her action.
- 3.1.2.9** Vendor recognizes during this contract: interfacing activities may be conducted by the WVABCA work forces and other contracted parties that may hinder their work. These activities may include but not limited to extraordinary events and construction. Vendor will be required to modify or curtail its operations during these periods and shall promptly comply with any request(s) by the WVABCA.
- 3.1.2.10** All damages to existing facilities caused by the Vendor or his employee(s) or his agents shall be repaired or replaced at the Vendor's expense. All damages caused by the Vendor's action or inaction shall also be the Vendor's responsibility

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3.1.2.11 Vendor shall take appropriate action under this contract concerning any of its employees, whose employee conduct or activity shall in the reasonable exercise or discretion by the work be deemed detrimental to the interest of the public patronizing the premises. Vendor shall take such appropriate action within a reasonable time following notice from the WVABCA.

3.1.2.12 The WVABCA reserves the right to deny access or to request removal of any employee or agent, should such action be considered necessary by the WVABCA.

3.1.2.13 Vendor shall not interfere with the public use of the premises and shall conduct operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

3.1.2.14 Vendor shall warrant that only the qualified workmanship and materials shall be employed in the performance of services for the WVABCA (**sections 3 & 4.1.17**) and if within a period of ninety (90) days from the date of acceptance by the WVABCA, such work or materials or any portion thereof are found to be defective or faulty due to imperfect or faulty workmanship or material the Vendor agrees to replace such defective supplies and correct such defective work without incurring any expenses to the WVABCA.

3.1.2.15 The qualified Vendor will perform quarterly preventive maintenance service per determined schedule and repairs on an "as requested" basis from WVABCA. For WVABCA, bidders should supply references with their Bid indicating their capabilities to perform such quarterly preventative maintenance service and necessary repairs to **EXHIBIT B** list of warehouse equipment.

3.1.2.16 This contract will be based on an on-call hourly fee during the WVABCA Warehouse normal business hours of 8:00AM to 5:00 PM. Vendor shall provide the following on the attached **EXHIBIT A** Cost Sheet:

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- 3.1.2.16.1** A bid for quarterly preventative maintenance on all equipment listed.
- 3.1.2.16.2** A bid for the hourly rate of service per hour.
- 3.1.2.16.3** Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within three (3) hours of notification. Vendor should provide Emergency contact number on the cost sheet.
- 3.1.2.16.4** A bid for the hourly rate on emergency calls during weekdays.
- 3.1.2.16.5** Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within four (4) hours of notification. Vendor should provide an emergency contact number on **Exhibit A** Cost Sheet
- 3.1.2.16.6** A bid for the hourly rate on emergency calls during weekends and holidays.

3.1.2.17 Delivery of Service:

- 3.1.2.17.1** Vendor responding to this solicitation must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year, including Holidays, for the duration of the agreement.
- 3.1.2.17.2** Procedures for Normal Working House (routine service): Request for services shall originate from and shall be coordinated by the Warehouse Facility Manager or his designee during normal business hours, 8:00AM to 5:00PM EST, Monday through Friday. Any work outside the scope of the specified inspection/maintenance process will require and estimated for any service

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proposed. Estimates will be provided at no cost to the WVABCA.

3.1.2.17.3 Procedures for Normal House (Emergency Service): Request for services shall originate from and shall be coordinated by the Warehouse Facility Manager, during normal business hours, 8:00AM to 5:00PM EST, Monday through Friday. Vendor shall have a service technician on site within three (3) hours of receiving a call for service unless other arrangements have been made between Vendor and Warehouse Facility Manager

3.1.2.17.4 Procedures for (After Hours Emergency Service): After hours emergency calls are defined as calls for service between the hours of 5:00PM Friday until 8:00AM EST Monday. Vendor shall have a service technician on site within three (3) hours of receiving a call for service unless other arrangements have been made between Vendor and Warehouse Facility Manager.

3.1.2.18 Parts and Materials:

3.1.2.18.1 All parts and materials selected by the Vendor shall be approved by the Warehouse Facility Manager or his appointed designee prior to application/installation.

3.1.2.18.2 WVABCA reserves the right to provide materials and/or components and parts

3.1.2.18.3 Vendor must provide all new and unused materials and parts necessary while maintaining the efficiency and safety as required by the original manufacture(s).

3.1.2.18.4 Vendor will maintain warranty information on any components or parts that have been replaced, report warranty information to

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Warehouse Facility Manager, and provide the same maintenance and service as original component or part when warranty expires.

3.1.2.18.5 Vendor shall furnish all equipment, tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract and in the performance of these specifications. Equipment and tools will be provided by the Vendor at no cost to the WVABCA.

3.1.2.18.6 Vendor shall provide required materials/parts at the cost plus the proposed percentage mark-up on the **Exhibit A** Cost Sheet. Copies of the invoices for required materials/parts shall be submitted with the Vendors invoice and request for reimbursement. Vendor mark-up **Shall Not** be applied to Freight Charges.

3.1.2.18.7 Vendor is responsible for procuring all necessary parts needed to perform under this Contract within the required time frames established by the WVABCA. Vendor must, however, obtain advanced written approval from Agency prior to purchasing any materials.

3.1.2.18.8 Work Estimates (Time and Materials): Under Contract for work that is outside the scope of the specified inspection/maintenance process, Vendor shall furnish the Warehouse Facility Manager with a non-binding written estimate of the total cost to complete the work. The estimate must include the labor rate as specified on the Pricing Page of this solicitation, and the total cost of materials will include the cost for rental equipment if needed. If the Warehouse Facility Manager determines that the estimated price is not

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fair and reasonable, the WVABCA has the right to ask the vendor to re-evaluate the estimate. IF the revised estimate is determined to be not fair and reasonable the Warehouse Facility Manager reserves the right to obtain additional quotes from other Vendors to justify the reasonableness of the Vendor's Estimate. NO Individual Corrective Maintenance Service request will be issued by the Agency under any circumstances if the individual project total cost will exceed \$25,000.00

3.1.2.19 The Vendor shall furnish replacement parts (not available through the Agency) as required for the corrective and preventative maintenance at the following percentages:

3.1.2.19.1 Manufactured parts at the Vendor's purchase cost plus a mark-up.

3.1.2.19.2 Vendor must obtain prior approval to bill freight charges. Freight must be approved by WVABCA Facility Manager. Any freight charges \$50.00 and over shall be approved by Procurement Specialist

3.1.2.19.3 Vendor will be responsible for all mileage and travel costs, including travel time associated with the performance of this contract.

3.1.2.19.4 Vendor will furnish a warranty of 90 days for labor and 90 days on parts

3.1.2.19.5 Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Vendor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

3.1.2.19.6 The replacement or repair of any equipment, assemblies, sub-assemblies etc., with a

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direct invoice cost (more than \$250.00) must be approved by the Agency in advance of their purchase by the Vendor.

3.1.2.19.7 Vendor will provide for all insurance necessary to render Agency free and harmless from all claims arising from service performed under this agreement.

3.1.2.20 INVOICING: An original invoice will be submitted for payment (in arrears) and must include the following information:

3.1.2.20.1 Copies of all service orders or inspection reports signed by Agency Representative.

3.1.2.20.2 Price list or invoice copy for each part provided. Invoice must include the complete address of Vendor, Agency Work order and purchase order number of the contract.

3.1.2.20.3 Successful Vendor is responsible for all Freight associated with providing the service under this solicitation and subsequent contract unless pre-approved by the Warehouse Facility Manager or Procurement Specialist.

3.1.2.20.4 All sub-contracted invoices must be submitted through the successful Vendor and must meet all contracted rates and requirements.

3.1.2.20.5 Submit all invoices to:

ATTN: Accounting Department
WV Alcohol Beverage Control Administration
900 Pennsylvania Ave- 4th Floor
Charleston, WV 25302

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all 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. The number of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of contract. Actual amounts required during the life of the contract may be greater or lower.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing Vendor's cost for each service and multiplying by quantities provided which will equal the annual cost of each service. The total costs for each service will be added to determine a Total Bid Amount. Vendor should complete the **Exhibit A- Cost Sheet** in full, as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the **Exhibit A Pricing Page** that is attached separately to the CRFQ and published to the VSS. Vendors should complete form with their pricing information and include it as an attachment to their online response. Vendor must also enter their **Total Bid Amount** from **Exhibit A-Cost sheet** in the WVOASIS commodity line.

If unable to respond online, Vendors must submit the completed **Exhibit A- Cost Sheet** in its entirety with their bids prior to the scheduled bid opening date and time

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should 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:

Joseph E. Hager III
Joseph.e.hageriii@wv.gov

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4.3 HOURLY VENDOR RATE

Vendor should provide single Hourly Vendor Rate to cover equipment service calls/repairs **during** Normal Business Hours. The Quantity of **40** Hours is provided as an estimate only, used only for evaluating bids, for **Regular Business Hours**. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate changes. Vendors should multiply their Bid Vendor Rate times the Quantity of 40 to calculate the Total for regular business hours on the **Exhibit A** Cost Sheet.

Vendors should provide a single Hourly Vendor Rate to cover equipment service calls/repairs outside the scope of the specified inspection/maintenance process **outside** Normal Business Hours. The Quantity of **4.25** hours is provided for **weekday overtime labor rate**, Monday thru Friday, as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate changes. Vendors should multiply their bid weekday overtime labor rate times the Quantity of **4.25** to calculate the Total on the **Exhibit A** Cost Sheet.

The Quantity of Emergency rate hours is provided. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate charges. Vendor should multiply their bid **Emergency Labor Rate** times the Quantity of **5.0** to calculate the Total on the **Exhibit A** Cost Sheet.

The Quantity of **Weekend/Holiday overtime labor** is provided. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate changes. Vendor should multiply their Bid weekend/holiday overtime labor rate times the Quantity of **4** to calculate the Total on the **Exhibit A** Cost Sheet.

4.4 PARTS MARKUP

Vendor should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. If responding on paper using the Exhibit A Price Page, vendors should provide the markup in terms of a decimal multiplier, as per the following example:

EXAMPLE Markup bid= 15% Place decimal point in front of percentage digits to add to 1. Example multiplier would be 1.15. Vendors should then

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multiply the multiplier times the provided estimated Cost for parts of \$500.00, to arrive at the Total for Parts on the Exhibit A Pricing Page. The \$500.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied. Agency must pre-approve any part charges.

4.5 TOTAL BID AMOUNT

Bidders should add totals for items A, B, and C to arrive at the “**Total Bid Amount**”.

5. PAYMENT:

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.2** Agency shall pay fees established on the Pricing Page, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract.

6. TRAVEL:

- 6.1 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 cost will not be paid by the Agency separately.

7. FACILITIES ACCESS: Performance of Contract Services may require access to Agency’s facilities. In the event that access is required:

7.1 Vendor must identify principal service personnel who must sign in to perform services and notify the Warehouse Facility Manager or his designee that he/she is present on the premises.

7.2 Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.

7.3 Vendor shall inform all staff of Agency’s security protocol and procedures.

8. DELIVERY AND RETURN:

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- a. **Delivery Time:** Vendor shall deliver standard orders within three (3) to four (4) working days after orders are received. Vendor shall deliver emergency orders within one (1) to two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- b. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- c. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- d. **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- e. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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9. VENDOR DEFAULT:

- a. The following shall be considered a vendor default under this Contract.
 - i. Failure to provide Contract Items in accordance with the requirements contained herein.
 - ii. Failure to comply with other specifications and requirements contained herein.
 - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
 - i. Immediate cancellation of the Contract.
 - ii. Immediate cancellation of one or more release orders issued under this Contract.
 - iii. Any other remedies available in law or equity.

10. MISCELLANEOUS:

- a. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- b. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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Equipment Maintenance

- c. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- d. **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: Eric Shock
Telephone Number: 301-741-3569
Fax Number: 1-866-620-8662
Email Address: eshock@mhquipment.com

EXHIBIT A - PRICING PAGE

WVABCA Warehouse Equipment Maintenance & Repair Service

Quarterly Preventative

Maintenance Per Quarter	x	Unit	=	Annual Total
\$ <u>4490.00</u>	x		=	

Corrective Maintenance Hourly Rate

	Per Hour Rate	Estimated Hours	Extended Cost
Regular Labor Rate	<u>\$79.00</u>		<u>-</u>
Weekday OT Labor Rate	<u>\$119.50</u>		<u>-</u>
Emergency Rate	<u>\$158.00</u>		<u>\$</u>
Weekend/Holiday OT Labor Rate	<u>\$158.00</u>		<u>\$</u>

Parts Markup:

Cost for Parts	x	Multiplier	=	Total Parts Multiplier
	x	<u>1.25</u>	=	<u>\$</u>

Total Bid Amount = \$

* Total Bid Amount is calculated by adding A + B + C = D

*If submitting through wvOASIS, vendor is to enter Total Bid Amount in commodity line. Please list markup % in Commodity Line Comments. Vendors should also attach their Exhibit A Pricing Page.

Vendor Name MH Equipment
Vendor Signature: [Signature]
Date 12-1-21
Phone Number 304-741-3569 or 776-6900
Fax Number 1-866-620-8662
Email e.shock@mh-equipment.com
Weekday Emergency # 304 741-3569
Weekend/Holiday Emergency # 304 776-6900

