



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

Request for Quotation

RFQ NUMBER
ABCA128

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

VENDOR

*308134424 01 304-776-6900
 M H EQUIPMENT CO
 126 LAKEVIEW DR

 CHARLESTON WV 25313

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	929-50	<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL COMMISSION, IS SOLICITING BIDS TO PROVIDE QUARTERLY PREVENTATIVE MAINTENANCE AND REPAIR SERVICE ON A VARIETY OF WAREHOUSE EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 5/06/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>HEAVY HARDWARE AND MACHINERY MAINTENANCE AND REPAIR</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>		

2009 MAY 21 AM 9:00
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-776-6900	5/20/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Associate	14-1858601		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF</p>						

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<p>PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-776-6900	5/20/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Saks Associates	14-1858601	

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				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY RFQ. NO.: ABCA128 BID OPENING DATE: 05/21/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-767-6966 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Greg Spradling -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg Spradling</i>	TELEPHONE 304-776-6900	DATE 5/20/09
TITLE SAs Associates	FEIN 14-1858601	ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR QUOTATION
WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION
EQUIPMENT PREVENTATIVE MAINTENANCE SERVICE AND REPAIRS
REQUISITION # ABCA128**

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of WV Alcohol Beverage Control Administration (ABCA or Owner), is soliciting a Request for Quotation (RFQ) from qualified firms to provide quarterly preventative maintenance and repair service on a variety of equipment as per attached list.

Location:

ABCA Warehouse is located at 97 Independent Ave, Nitro WV 25143

I. SCOPE

The objective of this RFQ is to obtain necessary quarterly preventative maintenance and repair contract for various warehouse machinery equipment components on both a scheduled and emergency basis, in order to keep equipment operating in accordance with manufacturer's specifications. It is the intent of the West Virginia Alcohol Beverage Control Administration (WVABCA) to have these services provided on an "on call" basis, meaning that WVABCA will contact the successful bidder prior to having any service or repair work performed. The successful bidder will implement a quarterly preventive maintenance schedule on the list of equipment and to perform requested repair tasks on an "as needed" basis.

II. DEFINITIONS

- A. West Virginia Alcohol Beverage Control Administration shall hereinafter called the "Owner".
- B. The service organization on the specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer's recommendations.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a control system. No preventive or corrective maintenance is to be performed without authorization by the Owner.
- F. "Competent Mechanic", as herein stated, shall mean a journeyman mechanic

who has had at least five (5) years experience maintaining the types of equipment listed in this contract.

- G. "Owners Representative", as herein stated, shall be defined as that person so designated by West Virginia Alcohol Beverage Control Administration. This representative will normally be the Administrative Services Manager 3, in charge of the Equipment.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform quarterly preventive maintenance service per determined schedule and repairs on an "as requested" basis from WVABCA. For WVABCA, bidders must supply references indicating their capabilities to perform such quarterly preventative maintenance service and necessary repairs to the following list of warehouse equipment. SEE ATTACHED LIST

This contract will be based on an on-call hourly fee during the normal business hours of 8:00am to 5:00pm. The contractor must be **within a 50 mile radius.**

Your bid for quarterly preventative maintenance on all equipment listed is the sum of \$ 2,045.⁰⁰ per quarter

Your bid on this hourly rate is \$ 52.00 per hour

Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within 3 hours of notification. Your emergency contact number is 304-776-6900

Your bid on emergency calls during weekdays is an hourly rate of \$ 67.00 per hour

Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 4 hours of notification. Your emergency contact number is 304-776-6900.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 80.00 per hour

- B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:
1. Copies of all service orders or inspection reports signed by Owner's Representative.

- 2. Price list or invoice copy for each part provided. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
- 3. Invoices shall be mailed to the following address:

ATN: Procurement Officer
 West Virginia Alcohol Beverage Control Administration
 322 70th St. S.E.
 Charleston, WV 25304

C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities.

D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, 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 Contractor, 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; (3) Any failure of the Contractor, its officers,

employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

G. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.

H. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

I. Contractor will be responsible for parts and materials as follows:

1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below.
3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Manufactured parts at the Contractor's purchase cost plus a markup of 30 %.
 - b. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - c. **Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - d. Contractor will furnish warranty of 90 days for labor, and 90 days on parts.

- 4. Non-reusable parts used in the scope of preventive maintenance shall be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.
- 5. The replacement or repair of any equipment, assemblies, sub-assemblies, etc., with a direct invoice cost in excess of \$250.00 must be approved by the Owner in advance of their purchase by the Contractor.

J. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance shall be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

IV. AWARD CRITERIA

The State shall award this contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not mark-up the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:
 Following is a sample bid tabulation for reference:

Regular labor rate <u>\$50.00</u> x 1 hours =	<u>\$50.00</u>
Weekday Overtime labor rate <u>\$65.00</u> x 1 hours =	<u>\$65.00</u>
Weekend/Holiday Overtime labor rate <u>\$70.00</u> x 4 hours =	<u>\$280.00</u>
Parts of \$2000.00 x M .15 =	<u>\$2300.00</u>
 Total Bid Cost EXAMPLE	 <u>\$2695.00</u>

A. WVABCA Warehouse Equipment

Regular labor rate \$ <u>52.00</u> hour =	<u>\$ 52.00</u>
Weekday Overtime labor rate \$ <u>67.00</u> hour =	<u>\$ 67.00</u>
Weekend/Holiday Overtime labor rate \$ <u>80.00</u> hour x 4	<u>\$ 320.00</u>
Parts of \$2000.00 x M <u>.30</u> =	<u>\$ 2,600.00</u>
 Total Bid Cost	 <u>\$ 3,039.00</u>

Questions or clarifications to this RFQ should be addressed to Shelly Murray in the West Virginia Purchasing Division via fax at 304-558-4115 or via email at Shelly.I.Murray@wv.gov

6hvacsvc.doc

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: [Signature] Signed: _____
Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

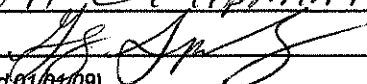
LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: MH Equipment Co.
Authorized Signature:  Date: 5/20/09

Warehouse Equipment List

MODEL	S/N	DESCRIPTION	MFG
RH66	13090	DOCKBOARD	RITEHITE
RH66	13098	DOCKBOARD	RITEHITE
RH66	13142	DOCKBOARD	RITEHITE
JT-21	14781	STRECHWRAP	ITW MIMA
FG25ST-16	204687A	FORKLIFT	KOMATSU
7FGCU25	62562	FORKLIFT	TOYOTA
505-303-6700	670587	SCRUBBER	AM. LINCOLN
NH-SPEC-30*	7850	DOCKBOARD	NORDOCK
NH-SPEC-30*	7851	DOCKBOARD	NORDOCK
NH-SPEC-30*	7852	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	11335	DOCKBOARD	NORDOCK
NH-SPEC-30*	9491	DOCKBOARD	NORDOCK
NH-SPEC-30*	11333	DOCKBOARD	NORDOCK
NH-SPEC-30*	9490	DOCKBOARD	NORDOCK
NH-SPEC-30*	9488	DOCKBOARD	NORDOCK
NH-SPEC-30*	11334	DOCKBOARD	NORDOCK
NH-SPEC-30*	9489	DOCKBOARD	NORDOCK
7FGCU25	81370	FORKLIFT	TOYOTA
V-378-F2	C34221-D201	ENGINE	CUMMINS
R30XMS2	D174N02306A	STOCK PICKER	HYSTER
CARRYALL II	E0004-86443	CART	CLUB CAR
S50FT	F187V08206D	FORKLIFT	HYSTER
R30XMS2	D174N02305A	STOCK PICKER	HYSTER
GCX25	GX230-0459-7590	FORKLIFT	CLARK
MWE31	MWE3325346001	FORKLIFT	KOMATSU
MWE31	MWE3325346002	FORKLIFT	KOMATSU
MWE31	MWE3325346003	FORKLIFT	KOMATSU
ERC050JAN36S	N505236	FORKLIFT	YALE
MPE60LBN24C	N509377	FORKLIFT	YALE
MPE60LBN24C	N509379	FORKLIFT	YALE
OSO30BBN24SV	N520484	FORKLIFT	YALE
MPE040LBN24C	N521297	PALLET JACK	YALE
MPE040LBN24C	N512198	PALLET JACK	YALE
B230N02720F	B60ZAC	PALLET JACK	HYSTER
B230N02719F	B60ZAC	PALLET JACK	HYSTER
MW-00409	GC25P-5	FORK TRUCK	DOOSAN
MW-00410	GC25P-5	FORK TRUCK	DOOSAN



126 Lakeview Drive
Charleston, WV 25313
304-776-6900
304-776-6966 Fax
www.mhequipment.com

References for capabilities to perform maintenance service and repairs:

Total Distribution
325 West 19th Street
Nitro, WV 25143

John Hoffman
800-353-3708

Seneca Medical
#1 Ceder Lakes Drive
Ripley, WV 25271

Steve Edwards
304-372-8022

Aramark/ Kraton Polymers
2419 State Route 618
Belpre OH 45714

Keith Mason
740-423-2819

Cytec Industries
#1 Heilman Ave
Willow Island, WV 26170

Joe Carrico
304-665-2422

We can provide additional customers if you need them.

Greg Spradling – MH equipment Co.

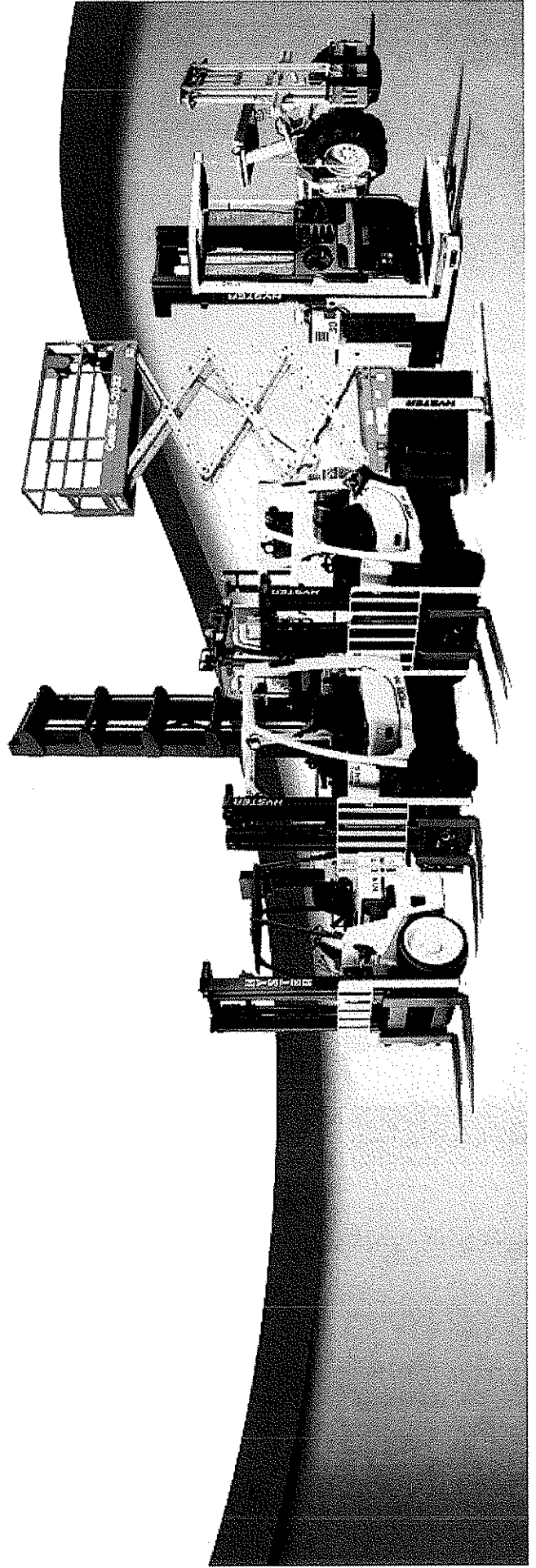
MH Equipment

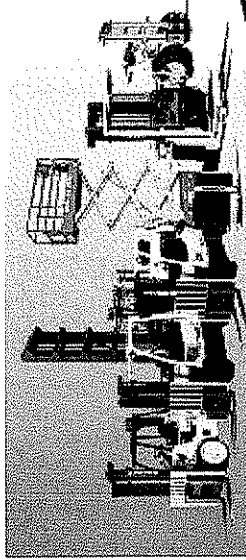


Welcome to the West Virginia
Alcohol Beverage Control Administration

Presented to:

West Virginia Alcohol Beverage Control
Administration
322 70th Street S.E.
Charleston, WV 25304

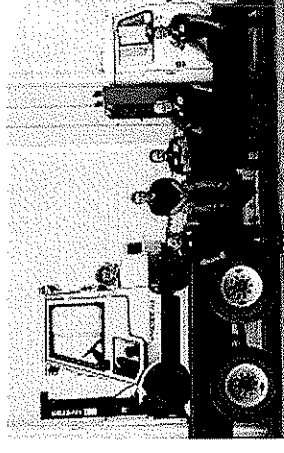


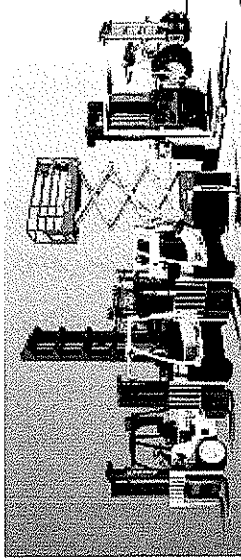


MH Equipment

Maintenance Scope of Work Objectives

- Fleet Management Services
 - Provide West Virginia Alcohol Beverage Control with a mobile equipment single point of contact
 - Conduct Fleet Management Analysis
 - Supply regular reports quarterly on program accomplishments and progress towards goals
 - Parts and labor breakdown reports
 - Repairs by piece of equipment
 - Type of repairs... corrective, scheduled, PM, avoidable(PM's done on hour usage instead of time period)
 - Cost savings
- ***Expand on the established fundamentals***
- ***Substantiate the cost saving opportunities***





MH Equipment

Maintenance Scope of Work Objectives

Provide a robust PM program

- MH Equipment to ensure that all PM's are completed within OEM and OSHA standards
- MH Equipment to keep all PM records for all West Virginia Alcohol Beverage Control equipment up to date and reviewed on a quarterly basis to ensure compliance
- PM Program Costs
 - PM rates for 2009 are \$50.00 (plus parts) for internal Combustion Units \$45.00 Electric Stock Picker units and \$35.00 for Walkie Pallet Jacks as part of our 2009 stimulus package
 - \$0 miscellaneous charges on PM's



MH Equipment

Maintenance Scope of Work Objectives

Maintenance Scope of Work Objectives

– Fuel

– M-F

– 4:00PM

– 7:30AM

- MH Equipment low cost technician rates
 - Hourly labor rate \$52.00
 - \$0 miscellaneous charges/environmental fees/Travel Fees
 - surcharges NO ADDITIONAL FEE'S
 - MH Equipment will guarantee an emergency breakdown response time of 2 hours
- Repair Parts
 - All repair parts are West Virginia Alcohol Beverage Control national account pricing. This is on the average 15-20% discount of List price
 - Any outside parts will be at 15% above cost/ not in Hyster Data base
 - Any outside radiator repair choose, to own and maintain an onsite parts.... There is NO fast moving parts....

M H Equipment
126 Lakeview Drive
Charleston, WV 25313
304-776-6900
304-776-6986 Fax



FAX

To: Shelly Murray From: Greg Spradling
 Fax: 304 558 4115 Date: 4/29/09
 Phone: _____ Pages: 3
 Re: _____ CC: _____

- Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Acknowledgment attached

RECEIVED
 2009 APR 29 A 11:02
 REGISTRATION DIVISION
 STATE OF WV



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

WV PURCHASING AGR SECT Fax 304-558-4115

Apr 28 2009 02:46pm P001/003

Request for Quotation

RFQ NUMBER
ABCA128

PAGE
1

ADDRESS CHANGES - KINDNESS TO ATTENTION ONLY
SHELLY MURRAY
104-558-8801

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALCOHOL BEVERAGE CONTROL
COMMISSION
322 70TH STREET, S.E.
CHARLESTON, WV
25304-2900 558-2487

DATE PRINTED 04/28/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 05/21/2009				
BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADD THE ATTACHED EQUIPMENT LIST THAT WAS INADVERTENTLY LEFT OUT OF THE ORIGINAL RFQ.						
0001	1	LS		929-50		
HEAVY HARDWARE AND MACHINERY MAINTENANCE AND REPAIR						
EXHIBIT 10						
REQUISITION NO.: ABCA128						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						

SIGNATURE _____ SEE REVERSE SIDE FOR TERMS AND CONDITIONS _____

TITLE _____ TELEPHONE _____ DATE _____

PEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

WV PURCHASING HCL TEL Fax 304-558-4115

Apr 28 2009 02:46pm P002/003

request for
Quotation

BID NUMBER
ABCA128

PAGE
2

ADDRESSEE OF ALL CORRESPONDENCE TO THE ATTENTION OF
SHELLY MURRAY
304-558-8801

RFQ COPY
TYPE NAME/ADDRESS HERE

ALCOHOL BEVERAGE CONTROL
COMMISSION
322 70TH STREET, S.E.
CHARLESTON, WV
25304-2900 558-2487

DATE PRINTED 04/28/2009	TERMS OF SALE	SHIP TO	FROM	PROJECT/ITEM
BID OPENING DATE 05/21/2009				

LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
------	----------	-----	------------	--------

NO. 4
NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Signature]
SIGNATURE
M.H. Equipment Co.
COMPANY
4/29/09
DATE

REV. 11/96

END OF ADDENDUM NO. 1

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE
FILE	FEIN		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
ADDRESS CHANGES TO BE NOTED ABOVE