



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
ABCA151

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
06/24/2009				

BID OPENING DATE: **07/14/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-50		
<p>OPEN END CONTRACT</p> <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>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 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</p>						

RECEIVED
 2009 JUL -9 PM 2:48
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-6900	DATE 7/14/09	
TITLE Sales Associate	FEIN 14-1858601	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776 6900	DATE 7/14/09
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 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 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</p>						

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<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-6900	DATE 7/14/09
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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: ABCA151</p> <p>BID OPENING DATE: 07/14/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-776-6966 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Greg Spradling -----</p> <p>***** THIS IS THE END OF RFQ ABCA151 ***** TOTAL: <u>\$10,096.75</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg Spradling</i>	TELEPHONE 304 776 6900	DATE 7/14/09
TITLE Sales Associate	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 # ABCA151**

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 \$ 1870.00 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 125 %.
 - 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 is an estimate and shall be used to award the contract:
Following is a **SAMPLE** bid tabulation for reference:

			<u>Total</u>
Quarterly Preventative Maintenance per quarter:			\$ 1500.00
	<u>Estimated Hours</u>	<u>Amount</u>	<u>Total</u>
Regular labor rate	98.5	\$50.00	\$4925.00
Weekday Overtime labor rate	4.25	\$65.00	\$ 276.25
Weekend/Holiday Overtime labor rate	4	\$70.00	\$ 280.00
Parts	15%	\$2000.00	\$2300.00
Total Bid Cost SAMPLE			<u>\$9281.25</u>

ABCA51 COST SHEET

A. WVABCA Warehouse Equipment

			<u>Total</u>
Quarterly Preventative Maintenance per quarter:			\$ <u>1,870.00</u>
	<u>Estimated Hours</u>	<u>Amount</u>	<u>Total</u>
Regular labor rate	98.5	\$ <u>52.00</u>	\$ <u>5,122.00</u>
Weekday Overtime labor rate	4.25	\$ <u>67.00</u>	\$ <u>284.75</u>
Weekend/Holiday Overtime labor rate	4	\$ <u>80.00</u>	\$ <u>320.00</u>
Parts	<u>25 %</u>	\$ 2000.00	\$ <u>2,500.00</u>
Total Bid Cost			\$ <u>10,096.75</u>

VENDOR NAME: MHEquipment Co.

DATE: 7/14/2009

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

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.



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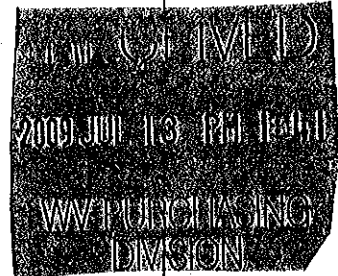
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----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO REMOVE "THE CONTRACTOR MUST BE WITHIN A 50 MILE RADIUS" FROM THE GENERAL CONDITIONS OF THE SPECIFICATIONS.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 7/14/2009						
TO : 7/21/2009						
0001	1	LS		929-50		
HEAVY HARDWARE AND MACHINERY MAINTENANCE AND REPAIR						
EXHIBIT 10						
REQUISITION NO.: ABCA151						
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:						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 776 6900	DATE 7/8/09
TITLE SAsks Ksp.	FEIN 14-1858601	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

Request for Quotation

RFQ NUMBER
 ABCA151

PAGE
 2

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

VENDOR FOR

*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	FOB	FREIGHT TERMS
07/06/2009				

BID OPENING DATE: 07/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
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
 7/08/09

 DATE

REV. 11/96

END OF ADDENDUM NO. 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'