



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

Solicitation

NUMBER
DPS1438

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 MASTER SERVICE MID ATLANTIC
 DBA
 Mountaineer Generator Service
 1945 Harrison Ave
 ELKINS WV 26241

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED
06/03/2014

BID OPENING DATE: 06/26/2014 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-48		
GENERATOR REPAIR SERVICES						
OPEN-END CONTRACT						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE GENERATOR MAINTENANCE AND REPAIR SERVICES FOR THE WV STATE POLICE, WV DIVISION OF HEALTH AND HUMAN RESOURCES, WV DIVISION OF CORRECTIONS AND THE WV DIVISION OF HOMELAND SECURITY, AT VARIOUS LOCATIONS THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DPS1438 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFDAVIT 6. VENDOR PREFERENCE CERTIFICATE 						
***** THIS IS THE END OF RFQ DPS1438 ***** TOTAL:						
07/09/14 04:09:48PM West Virginia Purchasing Division						

SIGNATURE 	TELEPHONE 304-678-9065	DATE 7/10/2014
TITLE President	FEIN 55-066-7885	ADDRESS CHANGES TO BE NOTED ABOVE

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 26, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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 award
and extends for a period of one (1) year(s).

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 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 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.

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$250,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **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.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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.

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.

- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

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10.1.4. Failure to remedy deficient performance upon request.

10.1.5. Failure to respond and arrive on-site within the three hour emergency response requirement.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Jan Lemley
Telephone Number: 304-636-0011
Fax Number: 304-636-8206
Email Address: Jan.Lemley@MOUNTAINEERGS.COM

DPS1438 - Generator Repair and Maintenance

Region 1: Brooke, Hancock, Ohio, Marshall, Wetzel, Tyler, Harrison, Marion, Taylor, Preston, Monongalia and Doddridge

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1,875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.00 %	2,000.00

OVERALL COST	10,000.00
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Bidder/Vendor Information:

Name: Master Service Mid Atlantic dba Mountaineer Generator Service
 Address: 1945 Harrison Ave.
 Elkins WV 26241
 Phone No.: 304-636-8170
 Fax No.: 304-636-8206
 Email Address: pat@masterservicecorp.com
 Authorized Signature: *Patricia Stewart*

*Quantities are estimated annual usage for bidding purposes and bidder's information.
 Failure to use this form may result in disqualification

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DPS1438 - Generator Repair and Maintenance


Region 2: Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant and Hardy

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1,875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.00 %	2,000.00

OVERALL COST	10,000.00
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Bidder/Vendor Information:

Name: Master Service Midatlantic, Inc. dba Mountain Generator Service
 Address: 1945 Harrison Ave.
 Elkins, WV 26241
 Phone No.: 304-636-8170
 Fax No.: 304-636-8200
 Email Address: pat@masterservicecorp.com
 Authorized Signature: 

*Quantities are estimated annual usage for bidding purposes and bidder's information.
 Failure to use this form may result in disqualification

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DPS1438 - Generator Repair and Maintenance

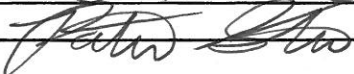
Region 3: Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster and Lewis

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1,875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.00 %	2,000.00

OVERALL COST	10,000.00
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Bidder/Vendor Information:

Name: Master Service Mid Atlantic Inc, dba Mountain Generator Service
 Address: 1945 Harrison Ave
 Elkins, WV 26241
 Phone No.: 304-636-8170
 Fax No.: 304-636-8206
 Email Address: pat@masterservicecorp.com
 Authorized Signature: 

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

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DPS1438 - Generator Repair and Maintenance


Region 4: Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane and Putnam

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1,875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.00 %	2,000.00

OVERALL COST	10,000
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Bidder/Vendor Information:

Name: Master Service Mid Atlantic Inc. dba Mountaineer Generator Service
 Address: 1945 Harrison Ave.
Elkins WV 26241
 Phone No.: 304-636-8170
 Fax No.: 304 636-8200
 Email Address: pat@masterservicecorp.com
 Authorized Signature: 

Failure to use this form may result in disqualification

*Quantities are estimated annual usage for bidding purposes and bidder's information.

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DPS1438 - Generator Repair and Maintenance

Region 5: Logan, Mingo, Cabell, Wayne, Lincoln and Boone

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1,875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.0 %	2,000.00

OVERALL COST	10,000
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Bidder/Vendor Information:

Name: Master Service Mid Atlantic, Inc. dba Mountainview Generator Service
Address: 1945 Harrison Ave
Elkins, WV 26024
Phone No.: 304-636-8170
Fax No.: 304-636-8204
Email Address: jada@masterservicecorp.com
Authorized Signature: *[Signature]*

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

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DPS1438 - Generator Repair and Maintenance

Region 6: Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell and Monroe

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25	75.00	1875.00
4.2.1.1	Overtime Rate	10	100.00	1,000.00
4.2.1.1	Holiday Rate	15	125.00	1,875.00
4.2.1.1	Emergency Rate	10	125.00	1,250.00

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	40.00 %	2,000.00
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	4.00 %	2,000.00

OVERALL COST	
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Bidder/Vendor Information:

Name: Master Service Mpl Atlantic, Inc.

Address: 1945 Harrison Ave
Elkton WV 26024

Phone No.: 304-636-8170

Fax No.: 304-636-8200

Email Address: pat@masterservice.com

Authorized Signature: [Signature]

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

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CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Master Service Mid Atlantic, Inc
dba Mountaineer Generator Service
(Company)


(Authorized Signature)

Patrick Smith, President
(Representative Name, Title)

304-636-8170 304-636-8200
(Phone Number) (Fax Number)

7/10/14
(Date)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Master Service Mid Atlantic
 (Company) DBA Mountaineer Generator Service


 (Authorized Signature)

PATRICIA SMITH PRESIDENT
 (Representative Name, Title)

304-678-9065 304-636-8206
 (Phone Number) (Fax Number)

6/20/14
 (Date)

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000038

WETZEL	KOHLER	7	PROPANE
WOOD	ONAN	20	PROPANE
WOOD	ONAN	20	PROPANE
WOOD	GENERAC	15	NATURAL
WOOD	CUMMINS	29	NATURAL
WYOMING	ONAN	20	PROPANE
WYOMING	ONAN	20	PROPANE
WYOMING	KOHLER	20	PROPANE

VENDOR PREFERENCE CERTIFICATE

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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. PS 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. PS 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. PS 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: MASTER SERVICE Mid Atlantic DBA Mountainstar Generator Co.

Date: 6/20/14

Signed: [Signature]

Title: PRESIDENT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Master Service Mcd Atlanta DBA Mountaineer Generator Service

Authorized Signature: [Signature] Date: 6/20/14

State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 20th day of June, 2014.

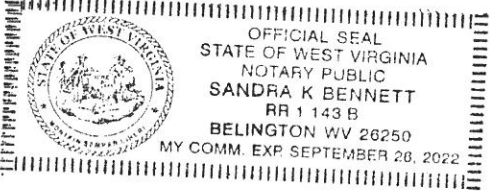
My Commission expires Sept. 26, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Sandra K. Bennett]

Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1438

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Master Service MidAtlantic, Inc.
dba Mountaineer Generator Service

 Company


 Authorized Signature
 7/10/2014

 Date

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