



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 393515

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: VC0000043029



SO Doc ID: ISC1800000008

Legal Name: CRITICAL POWER MANAGEMENT INC

Published Date: 2/9/18

Alias/DBA:

Close Date: 2/14/18

Total Bid: \$14,720.00

Close Time: 13:30

Response Date: 02/14/2018



Status: Closed

Response Time: 10:41

Solicitation Description: Addendum #2 Maintenance Services for Generator Sets -

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

State of West Virginia  
 Solicitation Response

Proc Folder : 393515

Solicitation Description : Addendum #2 Maintenance Services for Generator Sets - OT1803

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-02-14 13:30:00	SR 0210 ESR02141800000003507	1

**VENDOR**

VC0000043029

CRITICAL POWER MANAGEMENT INC

Solicitation Number: CRFQ 0210 ISC1800000008

Total Bid : \$14,720.00

Response Date: 2018-02-14

Response Time: 10:41:29

Comments:

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Preventative Maint. Level 3 - 30 Days from date of award	2.00000	EA	\$1,750.000000	\$3,500.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.3 Preventative Maintenance Level 3: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.3.1 Each generator must receive a minimum of one (1) visit every three (3) years. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Preventative Maint. Level 1 - 3 Months from date of award	2.00000	EA	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Preventative Maint. Level 2 - 6 Months from date of award	2.00000	EA	\$550.000000	\$1,100.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.2 Preventative Maintenance Level 2: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.2.1 Each generator must receive a minimum of one (1) visit during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Preventative Maint. Level 1 - 9 Months from date of award	2.00000	EA	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Opt. Renewal Year 2 PM Level 1 - 3 Months from date of award	2.00000	EA	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Opt. Renewal Year 2 PM Level 2 - 6 Months from date of award	2.00000	EA	\$550.000000	\$1,100.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.2 Preventative Maintenance Level 2: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.2.1 Each generator must receive a minimum of one (1) visit during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Opt. Renewal Year 2 PM Level 1 - 9 Months from date of award	2.00000	EA	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Opt. Renewal Year 3 PM Level 1 - 3 Months from date of award	2.00000	EA	\$165.000000	\$330.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Opt. Renewal Year 3 PM Level 2 - 6 Months from date of award	2.00000	EA	\$600.000000	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.2 Preventative Maintenance Level 2: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.2.1 Each generator must receive a minimum of one (1) visit during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Opt. Renewal Year 3 PM Level 1 - 9 Months from date of award	2.00000	EA	\$165.000000	\$330.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Opt. Renewal Year 4 PM Level 1 - 3 Months from date of award	2.00000	EA	\$165.000000	\$330.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Opt. Renewal Year 4 PM Level 2 - 6 Months from date of award	2.00000	EA	\$650.000000	\$1,300.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.2 Preventative Maintenance Level 2: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.2.1 Each generator must receive a minimum of one (1) visit during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Opt. Renewal Year 4 PM Level 1 - 9 Months from date of award	2.00000	EA	\$165.000000	\$330.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.1 Preventative Maintenance Level 1: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.1.1 Each generator must receive a minimum of two (2) visits during a 12 month period from date of award. See Exhibit A: Pricing Page and Schedule of Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Opt. Renewal Year 4 PM Level 3 - 30 Days prior to expiration	2.00000	EA	\$2,000.000000	\$4,000.00

Comm Code	Manufacturer	Specification	Model #
26111601			

**Extended Description :** 5.1.1.3 Preventative Maintenance Level 3: The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.  
5.1.1.3.1 Each generator must receive a minimum of one (1) visit every three (3) years. See Exhibit A: Pricing Page and Schedule of Services.

**EXHIBIT A – Pricing Page and Schedule of Services  
Generator Maintenance Services - OT18039**

**Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked.**

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
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**Year 1 - Pricing and Service Schedule**

5.1.1.3	Preventative Maintenance Level 3 - 30 Days from date of award	Each	2	\$ 1,750.00	\$ 3,500.00
5.1.1.1	Preventative Maintenance Level 1 - 3 Months from date of award	Each	2	\$ 150.00	\$ 300.00
5.1.1.2	Preventative Maintenance Level 2 - 6 Months from date of award	Each	2	\$ 550.00	\$ 1,100.00
5.1.1.1	Preventative Maintenance Level 1 - 9 Months from date of award	Each	2	\$ 150.00	\$ 300.00

**Optional Renewal Year 2 - Pricing and Service Schedule**

5.1.1.1	Preventative Maintenance Level 1 - 3 Months from date of renewal	Each	2	\$150.00	\$ 300.00
5.1.1.2	Preventative Maintenance Level 2 - 6 Months from date of renewal	Each	2	\$550.00	\$ 1,100.00
5.1.1.1	Preventative Maintenance Level 1 - 9 Months from date of renewal	Each	2	\$150.00	\$ 300.00

**Optional Renewal Year 3 - Pricing and Service Schedule**

5.1.1.1	Preventative Maintenance Level 1 - 3 Months from date of renewal	Each	2	\$165.00	\$ 330.00
5.1.1.2	Preventative Maintenance Level 2 - 6 Months from date of renewal	Each	2	\$600.00	\$ 1,200.00
5.1.1.1	Preventative Maintenance Level 1 - 9 Months from date of renewal	Each	2	\$165.00	\$ 330.00

**Optional Renewal Year 4 - Pricing and Service Schedule**

5.1.1.1	Preventative Maintenance Level 1 - 3 Months from date of renewal	Each	2	\$165.00	\$ 330.00
5.1.1.2	Preventative Maintenance Level 2 - 6 Months from date of renewal	Each	2	\$650.00	\$ 1,300.00



5.1.1.1	Preventative Maintenance Level 1 - 9 Months from date of renewal	Each	2	\$165.00	\$ 330.00
5.1.1.3	Preventative Maintenance Level 3 - 30 Days prior to expiration of contract	Each	2	\$2,000.00	\$ 4,000.00
<b>Total Cost</b>					\$ 14,720.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Office of Technology as Change Orders for subsequent years.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR QUOTATION**  
**Preventative Maintenance Services for Generator Sets**

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11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

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

**Contract Manager:** Jody Paulay

**Telephone Number:** 304-539-3703

**Fax Number:** 681-265-9338

**Email Address:** jpaulay@cprmwv.com

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Critical Power Management, Inc.

Authorized Signature: [Signature] Date: 2/14/18

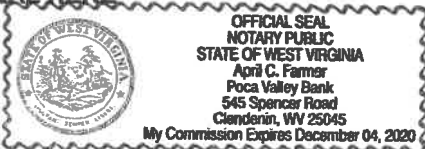
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of February, 2018

My Commission expires 12/04/2020, 20    .

AFFIX SEAL HERE



NOTARY PUBLIC April C. Farmer

*Purchasing Affidavit (Revised 01/19/2018)*

## 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 Vendor Preference, if applicable.

1.  Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  Application is made for 5% 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% 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% 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) rescind the contract or purchase order; 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.

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: Critical Power Management, Inc

Signed: \_\_\_\_\_

Date: 2/14/18

Title: \_\_\_\_\_

General Manager

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