



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  
**ABCA08106**

PAGE  
**1**

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

**\*709035519 304-755-8111**  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

**ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 HUB INDUSTRIAL PARK  
 RIVER ROAD  
 NITRO, WV  
 25143 558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: **04/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION TO PROVIDE QUARTERLY PREVENTATIVE MAINTENANCE AND REPAIR SERVICE ON A VARIETY OF WAREHOUSE EQUIPMENT.		
				ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT		
				INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/16/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:  SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV		
0001	1	LS		929-50		
				HEAVY HARDWARE AND MACHINERY MAINTENANCE AND REPAIR		

**RECEIVED**  
 2008 APR 30 A 10:47  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-755-8111** DATE **4.30.08**

TITLE *Operations Manager* FEIN **55-0336065** 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

RFO NUMBER  
**ABCA08106**

PAGE  
**2**

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

VENDOR

\*709035519      304-755-8111  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

SHIP TO

**ALCOHOL BEVERAGE CONTROL**  
**COMMISSION**  
**HUB INDUSTRIAL PARK**  
**RIVER ROAD**  
**NITRO, WV**  
**25143**      **558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: **04/30/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 3</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-755-8111</b>	DATE <b>4-30-08</b>
TITLE <i>Operations Manager</i>	FEIN <b>55-0336065</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, 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  
**ABCA08106**

PAGE  
**3**

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

VENDOR

\*709035519      304-755-8111  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

SHIP TO

**ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 HUB INDUSTRIAL PARK  
 RIVER ROAD  
 NITRO, WV  
 25143      558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: **04/30/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>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</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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*      TELEPHONE **304-755-8111**      DATE **4-30-08**

TITLE *Operations Manager*      FEIN **55-0336065**      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

RFD NUMBER  
 ABCA08106

PAGE  
 4

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

\*709035519 304-755-8111  
 JEFFERDS CORPORATION  
 PO BOX 757US ROUTE 35 WEST  
 ST ALBANS WV 25177

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 HUB INDUSTRIAL PARK  
 RIVER ROAD  
 NITRO, WV  
 25143 558-2487

DATE PRINTED 03/24/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 04/30/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-755-8111 DATE 4-30-08  
 TITLE Operations Manager FEIN 55-0336065 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  
**ABCA08106**

PAGE  
**5**

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

PROPERTY

\*709035519 304-755-8111  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

SHIP TO

**ALCOHOL BEVERAGE CONTROL**  
**COMMISSION**  
**HUB INDUSTRIAL PARK**  
**RIVER ROAD**  
**NITRO, WV**  
**25143**      **558-2487**

DATE PRINTED <b>03/24/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>04/30/2008</b> BID OPENING TIME <b>01:30PM</b>				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-755-8111** DATE **4-30-08**

TITLE **Operations Manager** FEIN **55-0336063** 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  
**ABCA08106**

PAGE  
**6**

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

**\*709035519**      **304-755-8111**  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

**ALCOHOL BEVERAGE CONTROL**  
**COMMISSION**  
**HUB INDUSTRIAL PARK**  
**RIVER ROAD**  
**NITRO, WV**  
**25143**      **558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: **04/30/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>COMMISSIONER TO BE CONFIDENTIAL.</b></p> <p><b>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.</b></p> <p><b>BIDDER: --- Jefferds Corporation ---</b></p> <p><b>DATE: --- 04/30/2008 ---</b></p> <p><b>SIGNED: --- <i>[Signature]</i> ---</b></p> <p><b>TITLE: --- Operations Manager ---</b></p> <p><b>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-755-8111** DATE **4-30-08**

TITLE **Operations Manager** FEIN **55-0336065** 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  
**ABCA08106**

PAGE  
**8**

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

VENDOR

\*709035519      304-755-8111  
**JEFFERDS CORPORATION**  
**PO BOX 757US ROUTE 35 WEST**  
**ST ALBANS WV 25177**

SHIP TO

**ALCOHOL BEVERAGE CONTROL**  
**COMMISSION**  
**HUB INDUSTRIAL PARK**  
**RIVER ROAD**  
**NITRO, WV**  
**25143**      **558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: **04/30/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ABCA08106 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*      TELEPHONE **304-755-8111**      DATE **4-30-08**

TITLE **Operations Manager**      FEIN **55-0836065**      ADDRESS CHANGES TO BE NOTED ABOVE

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



**REQUEST FOR QUOTATION**  
**WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION**  
**EQUIPMENT PREVENTATIVE MAINTENANCE SERVICE AND REPAIRS**  
**REQUISITION #ABCA08106**

**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.

Your bid for quarterly preventative maintenance on all equipment listed is the sum of \$ 1,567.50 per quarter

Your bid on this hourly rate is \$ 73.80 per hour

Normal working hour's response time must be guaranteed within 2 hours of notification. Your emergency contact number is (304) 755-8111.

Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within 2 hours of notification. Your emergency contact number is (304) 755-8111.

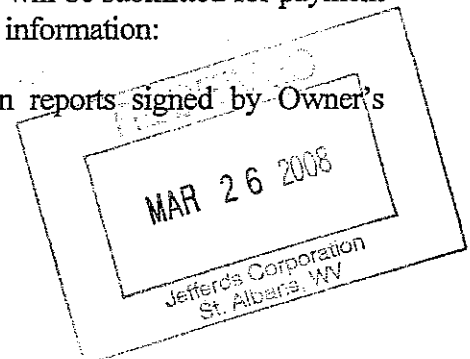
Your bid on emergency calls during weekdays is an hourly rate of \$ 110.70 per hour

Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 3 hours of notification. Your emergency contact number is (304) 755-8111.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 110.70 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. One of the invoices must be in original type or state "original" on the face if computer generated. 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 70<sup>th</sup> 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.

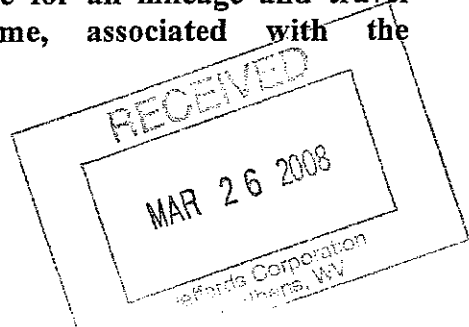
F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

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. Vendor manufactured parts at the manufacturer's published price with a discount of 10 %.
  - b. Non-vendor manufactured parts at Contractor's purchase cost, plus a markup of 10 %, but not more than manufacturer's list price or 10% above retail price.
  - c. 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.
  - d. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.



- e. 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:

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in section I.3 and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference:

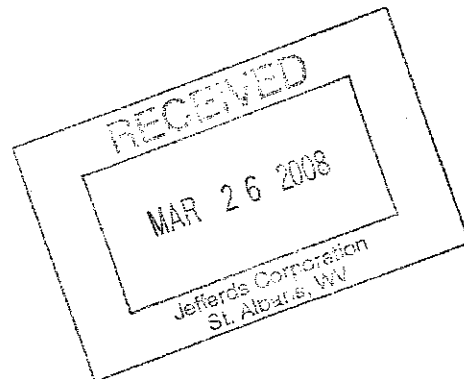
Regular labor rate \$ <u>50.00</u> x 1 hours =	<u>\$50.00</u>
Weekday Overtime labor rate \$ <u>65.00</u> x 1 hours =	<u>\$65.00</u>
Weekend/Holiday Overtime labor rate \$ <u>70.00</u> x 4 hours =	<u>\$70.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>\$3000.00</u>
Total Bid Cost	<u>\$4980.00</u>

A. WVABCA Warehouse Equipment

Regular labor rate \$ <u>73.80</u> hour =	<u>\$73.80</u>
Weekday Overtime labor rate \$ <u>110.7</u> hour =	<u>\$110.70</u>
Weekend/Holiday Overtime labor rate \$ <u>110.7</u> hour =	<u>\$110.70</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.10</u> =	<u>\$2200.00</u>
Total Bid Cost	<u>\$4295.20</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.l.murray@wv.gov](mailto:shelly.l.murray@wv.gov).

6hvacsvc.doc



## 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*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
NH-SPEC-30*	7853	DOCKBOARD	NORDOCK
7FGCU25	81370	FORKLIFT	TOYOTA
V-378-F2	C34221-D201	ENGINE	CUMMINS
R30XMS2	D147N01306A	FORKLIFT	HYSTER
CARRYALL II	E0004-86443	CLUBCAR	CLUB CAR
S50FT	F187V08206D	FORKLIFT	HYSTER
ENTRANCE GATE**	2 GATE MOTORS	MOTOR/GATE	ROBOT
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
MPE60LBN24C	N512198	FORKLIFT	YALE
MPE60LBN24C	N512198	FORKLIFT	YALE

\* REPRESENTS DOCK LEVELERS

\*\* REPRESENTS FRONT ENTRANCE GATE MOTORS

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** 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

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

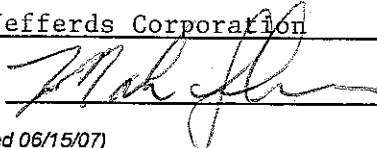
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into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

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Jefferds Corporation

Authorized Signature:  Date: 04/30/2008