



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
ABCA84

PAGE
1

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

Murray Sheet Metal Co., Inc.
 3112 7th Street
 Parkersburg, WV 26104

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/26/2010				
BID OPENING DATE: 03/09/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR QUARTERLY PREVENTATIVE MAINTENANCE AND REPAIR SERVICE ON HVAC EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 02/17/2010 AT 10:00 AM AT THE ABC WAREHOUSE LOCATED AT THE HUB INDUSTRIAL PARK, 500 RIVER ROAD, NITRO, WV, 25143. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Rumell M White</i>	TELEPHONE 304-422-5431	DATE 3-8-10	
TITLE ESTIMATOR	FEIN 55-0457932	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ABCA84

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/26/2010				

BID OPENING DATE: **03/09/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 2/19/10 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						
HVAC MAINTENANCE AND REPAIR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Russell M White</i>	TELEPHONE 304-422-5431	DATE 3-8-10
TITLE Estimator	FERN 55-0457932	ADDRESS CHANGES TO BE NOTED ABOVE

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SUB CODE

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

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<p>PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>Rm</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rum M M</i>	TELEPHONE <i>304-422-5431</i>	DATE <i>3-8-10</i>
TITLE <i>ESTIMATOR</i>	FEIN <i>55-0457932</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Rumell M. Whit</i> SIGNATURE</p> <p><i>Murray Street Metal</i> COMPANY</p> <p><i>3-8-2010</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Rumell M. Whit</i>	TELEPHONE <i>304-422-5431</i>	DATE <i>3-8-10</i>	
TITLE <i>Estimator</i>	FEIN <i>55-0457932</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Russell M White</i>	TELEPHONE 304-422-5431	DATE 3-8-10
TITLE EST. MGR	FEN 55-0457932	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY RFQ. NO.: ABCA84 BID OPENING DATE: 03/09/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-428-4623 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Russ White -----						

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**REQUEST FOR QUOTATION
WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION
HVAC PREVENTATIVE MAINTENANCE SERVICE AND REPAIRS
REQUISITION # ABCA84**

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 HVAC 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 HVAC equipment 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 preventative maintenance schedule on the HVAC equipment and perform requested repair tasks on an "as needed" basis.

II. DEFINITIONS

- A. West Virginia Alcohol Beverage Control Administration shall hereinafter be 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. "Preventative 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 preventative 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 preventative 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 \$ 865.00 per quarter.

Your bid on this hourly rate is \$ 65.00 per hour.

Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within 3 hours of notification. Your emergency contact number is 304-422-5431

Your bid on emergency calls during weekdays is an hourly rate of \$ 90.50 per hour.

Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 4 hours of notification. Your emergency contact number is 304-422-5431

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 111.00 per hour.

- B. One original invoice will be submitted for payment monthly (in arrears) and must include the following information:
1. Copies of all service orders or inspection reports signed by Owner's Representative.
 2. Price list or invoice copy for each part provided. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
 3. Invoices shall be mailed to the following address:

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

- C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities.
- D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

- G. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- H. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- I. Contractor will be responsible for parts and materials as follows:
1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below.
 3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Manufactured parts at the Contractor's purchase cost plus a markup of 10 %.
 - b. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - c. **Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - d. Contractor will furnish warranty of 90 days for labor, and 90 days on parts.
 4. Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.
 5. The replacement or repair of any equipment, assemblies, sub-assemblies, etc., with a direct invoice cost in excess of \$250.00 must

be approved by the Owner in advance of their purchase by the Contractor.

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

IV. AWARD CRITERIA

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

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

			<u>Total</u>
Quarterly Preventative Maintenance per quarter:			\$1500.00
	<u>Estimated Hours</u>	<u>Amount</u>	<u>Total</u>
Regular labor rate	98.5	\$50.00	\$4925.00
Weekday Overtime Labor rate	4.25	\$65.00	\$276.25
Weekend/Holiday Overtime labor rate	4.0	\$70.00	\$280.00
Parts	15%	\$2000.00	\$2300.00
Total Bid Cost SAMPLE			\$9281.25

ABCA84 COST SHEET

			<u>Total</u>
Quarterly Preventative Maintenance per quarter:			\$ <u>865.00</u>
	<u>Estimated Hours</u>	<u>Amount</u>	<u>Total</u>
Regular labor rate	98.5	\$ <u>70.62</u>	\$ <u>6,956.07</u>
Weekday Overtime Labor rate	4.25	\$ <u>90.50</u>	\$ <u>384.63</u>
Weekend/Holiday Overtime labor rate	4.0	\$ <u>111.00</u>	\$ <u>444.00</u>
Parts	<u>10</u> %	\$2000.00	\$ <u>2,200.00</u>
Total Bid Cost			\$ <u>10,849.70</u>

Vendor Name: Murray Street MetalDate: 3-8-2010

HVAC Equipment List

MODEL	S/N	DESCRIPTION	MFG	LOCATION
DM090N15N4AAA3C	NENM049936	York package gas/electric	York	West Storage Area
GTH-70	79-2262-03	ComforTemp package gas heater	ComforTemp	Warehouse Front Left Unit
CTH-70	79-2262-02	Comfor-Temp package gas heater	ComforTemp	Warehouse Rear Left Area
HRP400-8-5 RPBL800	EAYA66J8N01509	Reznor x2 package gas heaters	Reznor	Warehouse Front Right Area
HRP250-8 RPBL500	BHE66X2N02558	Reznor x4 package gas heaters	Reznor	Warehouse Right Rear Area
E1RD024S06A	W0D6183120	York heat pump condenser/Air handler	York	Ed's Office Area
E1RD024S06A	W0D6141427	York heat pump condenser/Air handler	York	Break Room
P48M		(5) York Acme Exhaust Fans	York	Warehouse
705CN036-A	4992E00840	Bryant heat pump condenser/Air handler	Bryant	West Office Area
6B-220-10-X	01L03580	Greenheck Exhaust Fans	Greenheck	Record Room
6B-180-10-X	01L03569	Greenheck Exhaust Fans	Greenheck	Record Room
6B0180-10-X	01L03568	Greenheck Exhaust Fans	Greenheck	Record Room
		(3) Acme Exhust Fans	Acme	Garage & Bathroom
		(2) Modine hanging heater (gas)	Modine	Record Room
XL75-3	AH0318186-8	Reznor hanging heater (gas)	Reznor	Pump Room
		Dayton hanging heater (electric)	Dayton	Pump Room
		Modine hanging heater (gas)	Modine	Garage Area

RFQ No. ABCA84

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Murray Sheet Metal Co., Inc.

Authorized Signature: [Signature] Date: 3/8/10

State of West Virginia

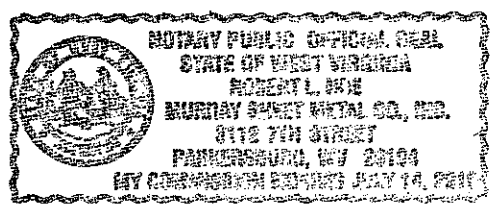
County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 6th day of March, 2010.

My Commission expires July 14, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC Robert J. N...



State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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