



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  
**7011C010**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

VENDOR

\*709053810      304-765-7008  
**J&S HYDRAULICS INC**  
**785 AIRPORT ROAD**  
  
**SUTTON WV 26601**

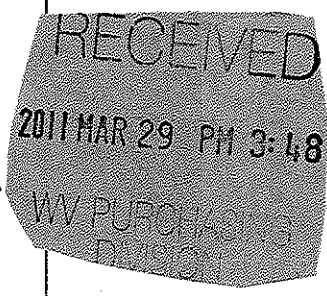
SHIP TO

**DIVISION OF HIGHWAYS**  
**EQUIPMENT DIVISION**  
**ROUTE 33**  
**BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201**                      **472-1750**

DATE PRINTED <b>02/24/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/31/2011**                      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-13		
<p>REPAIR OF HYDRAULIC COMPONENTS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE REPAIR OF HYDRAULIC COMPONENTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/16/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>REQUISITION NO.: .....</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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](http://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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REVENUE

\*709053810      304-765-7008  
 J&S HYDRAULICS INC  
 785 AIRPORT ROAD  
 SUTTON WV 26601

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/24/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 .....</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> <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 style="text-align: right;"> <i>W. Wade Bennett</i>            .....            SIGNATURE  <i>J&amp;S Hydraulics Inc.</i>            .....            COMPANY    <i>3-28-11</i>            .....            DATE         </p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED 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) 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</p>						

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<p>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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL</p>						

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<p>AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      SHERI SLONE - FILE 33</p> <p>RFQ. NO.:      7011C010</p> <p>BID OPENING DATE:      03/31/2011</p>						

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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- <b>1-304-765-0109</b> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- <b>W. Wayne Beckett</b> -----						
***** THIS IS THE END OF RFQ 7011C010 *****						<b>TOTAL: \$153,800.00</b>

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**RFQ#: 7011C010**  
**Request for Quotation**  
**Specifications**

Purpose: To establish an open end contract for repair of hydraulic components as required by the West Virginia Division of Highways.

**1.0 DEFINITIONS**

- A. The "Agency" shall be defined as the West Virginia Division of Highways Equipment Division located on Brushy Fork Road in Buckhannon, West Virginia.
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. "Qualified Hydraulic Repair Technician" shall be defined as an employee in the hydraulic repair field for 2 or more years.
- F. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

**2.0 SCOPE OF WORK**

The successful Vendor shall provide all parts, materials, and labor to repair hydraulic components as needed by the WVDOH Equipment Division. Repairs shall cover, but not be limited to, hydraulic swivels, hydraulic breaking ram hammers, hydraulic cylinders, hydraulic motors, hydraulic pumps, hydraulic valves, and re-chroming.

The resulting Contract shall not cover the purchase of new hydraulic equipment.

2.1 Required Services:



The Vendor shall provide labor, on an as needed basis, to repair hydraulic equipment and restore said equipment to proper working condition.

The Vendor shall test hydraulic components prior to delivery.

## 2.2 Parts

The Vendor shall provide all required parts, components, and materials to restore the hydraulic equipment to full working condition. The Vendor shall provide all shop equipment necessary for repair of hydraulic components, ie. lapping machine, honing machine, lathe, chroming or access to.

## 2.2 Freight

The Vendor shall be responsible for all freight charges incurred as a result of the purchase of parts under this Contract. For parts orders where expedited delivery is requested and authorized by the Agency, the Vendor may invoice for these charges provided that it will be given as a "pass through" cost to the Agency. No mark up shall be permitted for expedited delivery. See Section 4.2 for more information.

## 2.3 Pick Up and Delivery

The Vendor shall provide free pick-up and delivery of hydraulic components. Unless otherwise approved in writing by the Agency, the Vendor shall deliver all hydraulic components in a fully functional working order to the Agency within 7 working days of pick-up.

The Vendor shall pick up hydraulic components within 24 hours of initial call. Failure to pick up hydraulic components within this time-frame, shall be cause to award the Release Order to the one of the other Contract Vendors as described in Section 5 of this document. Failure to meet this requirement on a habitual basis, may result in the cancellation of the Vendor's Contract.

## 2.4 Warranty

The Vendor shall provide a minimum of 1 year warranty on all repaired components.

## 2.5 Costs

### 2.5.1 Labor Rate

The Vendor shall provide a single flat rate for labor provided under this contract. No different hourly rate shall be provided for any hour(s) of any day(s) regardless of whether work is performed day or night, weekday, weekend, or holiday.

2.5.2 The Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.

## 3.0 MINIMUM QUALIFICATIONS

The vendor shall employ a minimum of four (4) qualified hydraulic repair technicians.

## 4.0 ORDERING AND INVOICING

### 3.1 Release Orders

For all orders, the Agency will issue to the Vendor a WV-35 Release Order. Issuance of the Release Order shall contain the type of hydraulic component to be serviced and shall serve as the authorization to begin work. No work other than that specified in the Release Order shall be undertaken by the Vendor.

**NO INDIVIDUAL JOB IN EXCESS OF \$25,000 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. ISSUANCE OF MULTIPLE RELEASE ORDERS TO CIRCUMVENT THIS REQUIREMENT IS STRICTLY PROHIBITED.**

### 3.2 Invoicing

Invoices shall be submitted to the Agency for payment per Release Order in arrears and must include the following information:

- 1.) Copy of manufacturer's parts list or invoice for each part, component, or material provided. Freight charges must be in accordance with Section 2. Any expedited delivery charges must be clearly indicated on the invoice and must be submitted to the Agency as a "pass through" cost. If third party freight is applicable, the Vendor must provide a copy of the freight invoice in order to receive payment.
- 2.) The Contractor's costs including labor, manufacturer's cost, Vendor's mark-up, and total cost must be included. Copies of manufacturer's price list or invoice must match in the order by which parts appear on the Vendor's invoice.
- 3.) FEIN Number, complete address of the Vendor, Release Order number, and Master Contract number.

Invoices shall be submitted with packing slip at time of delivery to the following: WVDOH Equipment Division US Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

## 5.0 AWARD

- 5.1 The State will make multiple awards, not to exceed four (4), under this contract to ensure coverage that is deemed to be in the best interest of the State.
- 5.2 The Vendors with the four (4) lowest submitted total costs per the attached cost scenario will be awarded a Contract as a result of this solicitation: (0711C010A, 0711C010B, 0711C010C, and 0711010D). The lowest responsible bidder shall hold contract 0711C010A and shall be contacted first for all Release Orders. If the holder of Contract 0711C012A cannot fulfill the Release Order, Vendors will be contacted in the order of award.

**For example:** *If the Vendor holding Contract 0711C010 cannot perform the services in the required timeframe, the second lowest responsible bidder and holder of Contract 0711C010B shall be contacted. If the second bidder cannot provide fulfill the Release*

Order, the Vendor holding Contract 0711C010C shall be contacted, etc.

**No Release Order may be issued to Vendors B, C, and D without contacting all previous Vendors.**

## 5.2 Cost Sheet

Vendors should complete the attached cost sheet.

Following is a **sample** bid tabulation **for reference only**. The award shall be based on the lowest combination of labor, chroming, and parts per the attached bid scenario.

	Cost per	Estimated	Extended
<b>Labor (A)</b>	<b>Hour</b>	<b>Quantity</b>	<b>Cost</b>
Labor Rate	\$100.00	860	\$86,000.00
<i>**Note: No different hourly rate shall be provided for any hour(s) of any day(s) regardless of whether work is performed day or night, weekday, weekend, or holiday.</i>			
	Cost per	Estimated	Extended
<b>Additional Services (B)</b>	<b>Square Inch</b>	<b>Quantity</b>	<b>Cost</b>
Chroming	\$1.00	50,000	\$50,000.00
	Mark Up	Estimated	Extended
<b>Parts (C)</b>	<b>Multiplier</b>	<b>Quantity</b>	<b>Cost</b>
Parts, Components, and Materials	1.25	\$60,000	\$75,000.00
<b>Total Cost (D)</b>			<b>\$211,000.00</b>

**NOTE:** The multiplier listed above is derived by taking the parts percentage markup and converting it to a multiplier factor. For example, a 25% markup would equal a multiplier of 1.25.

**RFQ#: 7011C010  
Compliance Checklist**

Can Vendor Repair:				
Hydraulic Swivel	Yes	<u>✓</u>	No	<u>          </u>
Hydraulic Breaking Ram Hammer	Yes	<u>✓</u>	No	<u>          </u>
Hydraulic Cylinder	Yes	<u>✓</u>	No	<u>          </u>
Hydraulic Motor	Yes	<u>✓</u>	No	<u>          </u>
Hydraulic Pump	Yes	<u>✓</u>	No	<u>          </u>
Hydraulic Valve	Yes	<u>✓</u>	No	<u>          </u>
Will Vendor supply all parts, components, materials, and labor to repair hydraulic components	Yes	<u>✓</u>	No	<u>          </u>
Will Vendor pick-up, repair, and deliver hydraulic components within 7 days?	Yes	<u>✓</u>	No	<u>          </u>
Does Vendor have in their shop:				
Lapping Machine	Yes	<u>✓</u>	No	<u>          </u>
Honing Machine	Yes	<u>✓</u>	No	<u>          </u>
Lathe	Yes	<u>✓</u>	No	<u>          </u>
Does Vendor have or have access to, chroming facilities?	Yes	<u>✓</u>	No	<u>          </u>
Will Vendor test all hydraulic repairs prior to delivery?	Yes	<u>✓</u>	No	<u>          </u>
Will Vendor provide a minimum of 1 year Warranty?	Yes	<u>✓</u>	No	<u>          </u>
Does the Vendor employ a minimum of 4 qualified repair technicians?	Yes	<u>✓</u>	No	<u>          </u>

RFQ#: 7011C010  
Cost Sheet

	Cost per	Estimated	Extended
	Hour	Quantity	Cost
Regular Rate	\$ 30.00	860	\$ 25,800.00
	Cost per	Estimated	Extended
	Square Inch	Quantity	Cost
Chroming	\$ 1.00	50,000	\$ 50,000.00
	% Mark Up	Estimated	Extended
		Quantity	Cost
Parts, Components, and Materials	1.30 %	60,000.00	\$ 78,000.00
<b>Total Cost</b>			<b>153,800.00</b>

RFQ No: 7011C010

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 owned 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 exceed 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: J & S Hydraulics Inc.

Authorized Signature: W. Wayne Berkett Date: 3-28-11

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 28 day of March, 2011.

My Commission expires July 8, 2012

AFFIX SEAL HERE

NOTARY PUBLIC Elaine Westfall

