



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

Header 2

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Procurement Folder: 1472745

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0231

Vendor ID: VS0000043857

SO Doc ID: OOT2500000011

Legal Name: Boyd Company

Published Date: 8/12/24

Alias/DBA: Boyd Company

Close Date: 8/20/24

Total Bid: \$56,440.00

Close Time: 13:30

Response Date: 08/15/2024

Status: Closed

Response Time: 10:13

Solicitation Description: Maintenance for Generator Sets (OT25020)

Responded By User ID: Levi Curry

Total of Header Attachments: 2

Total of All Attachments: 2

First Name: Levi

Last Name: Curry

Email: levicurry@boydcat.com

Phone: 3046883252



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1472745  
**Solicitation Description:** Maintenance for Generator Sets (OT25020)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-08-20 13:30	SR 0231 ESR08152400000001134	1

**VENDOR**  
VS0000043857  
Boyd Company

**Solicitation Number:** CRFQ 0231 OOT2500000011  
**Total Bid:** 56440  
**Response Date:** 2024-08-15  
**Response Time:** 10:13:26  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Generator Maintenance - SEE PRICING PAGE				56440.00

Comm Code	Manufacturer	Specification	Model #
72151516			

**Commodity Line Comments:** This amount is with the 3 year option.

**Extended Description:**

Generator Maintenance - SEE PRICING PAGE



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

State of West Virginia  
Centralized Request for Quote  
Equipment

Proc Folder: 1472745

Doc Description: Maintenance for Generator Sets (OT25020)

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-25	2024-08-08 13:30	CRFQ 0231 OOT2500000005	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a maintenance and repair services contract for one (1) Caterpillar 3456 Generator set and one (1) Perkins (International) / Olympian D200P3 Generator set, and bank load testing of each generator set, per the terms and conditions and specifications as attached.

**INVOICE TO****SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
OFFICE OF TECHNOLOGY

1900 KANAWHA BLVD E,  
BLDG 5 10TH FLOOR  
CHARLESTON WV  
US

STATE OF WEST VIRGINIA

JOBSITE - SEE  
SPECIFICATIONS

No City  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Generator Maintenance - SEE PRICING PAGE				

Comm Code	Manufacturer	Specification	Model #
72151516			

**Extended Description:**

Generator Maintenance - SEE PRICING PAGE

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2024-08-02

	Document Phase	Document Description	Page 3
OOT2500000005	Draft	Maintenance for Generator Sets ( OT25020)	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.



Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Friday August 2, 2024 @ 3:00 p.m.

Submit Questions to: Toby L Welch  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Toby.L.Welch@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus           N/A           convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Toby L Welch  
**SOLICITATION NO.:** CRFQ OOT2500000005  
**BID OPENING DATE:** Thursday August 8, 2024  
**BID OPENING TIME:** 1:30 p.m.  
**FAX NUMBER:** 304-558-3970

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

Bid Opening Date and Time: 08/08/2024 @ 1:30 p.m.

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

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.



☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Certification and/or attestation from equipment manufacturer as more fully described in ☒ section 4 of the specifications. Vendors should include this information with their bids.

☐

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☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor 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.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, 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 Vendor, 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

REQUEST FOR QUOTATION  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for maintenance and repair for one (1) Caterpillar 3456 Generator set and one (1) Perkins (International) / Olympian D200P3 Generator set, and load bank testing of each generator set.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Agency”** means the West Virginia Office of Technology (WVOT).
  - 2.2 **“Contract”** means the binding agreement that is entered into between the State and the Vendor to provide the items requested in this solicitation.
  - 2.3 **“Contract Services”** means providing preventative maintenance for Agency-owned generators as more fully described in these specifications.
  - 2.4 **“Pricing Page”** or pricing sheet means the page(s) attached hereto as Exhibit A, upon which Vendor should list its proposed price for Goods and Contract Services.
  - 2.5 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7 **“Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
  - 2.8 **“Crankcase Oil Analysis”** means a quick nondestructive way to gauge the health of an engine by looking at what is in the oil.
  - 2.9 **“Load Bank Testing”** means allowing a standby generator set to be tested and exercised to verify its overall reliability, and its ability to run at its full rated output.
3. **CURRENT ENVIRONMENT:**
  - 3.1. The Agency owns two generator sets:
    - 3.1.1. One (1) Caterpillar

**REQUEST FOR QUOTATION**  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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- 3.1.1.1. Engine Model: 3456**
  - 3.1.1.1.1. Year: 2005**
  - 3.1.1.1.2. Serial Number 7WG03260**
  - 3.1.1.1.3. 625 kVA, 500 kW**

- 3.1.1.2. Generator Model: LC6**
  - 3.1.1.2.1. Serial Number: G6B00867**

- 3.1.2. One (1) D200P3 Perkins (International)**
  - 3.1.2.1. Engine model GCD325**
    - 3.1.2.1.1. Year: 2006**
    - 3.1.2.1.2. Engine Family: DTA530E**
    - 3.1.2.1.3. Serial Number: OLY0000OANNS02242**
    - 3.1.2.1.4. 250 kVA, 200 kW**

- 3.1.2.2. Generator Model: Olympian**
  - 3.1.2.2.1. Serial Number: 193536/03**

**4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 4.1.** The Vendor must be authorized by the manufacturer to provide maintenance and repair services for the generators identified in Current Environment - Section 3.1. The Vendor must provide documentation of authorization such as a certified letter from manufacturer upon request.
- 4.2.** The Vendor must be authorized to install manufacturers' engineering changes and modifications to the generators identified in Current Environment - Section 3.1.

**5.1 GENERAL REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed below.

**5.1.1 Preventative Maintenance (PM) Levels of Service**

**5.1.1.1 Preventative Maintenance Level 1:** The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

- 5.1.1.1.1** Each generator must receive a minimum of two (2) visits during a 12-month period from date of award.
- 5.1.1.1.2** The Vendor must provide Preventative Maintenance Level 1 visits at 3 months and at 9 months upon date of award and subsequent optional renewals.

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**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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**5.1.1.1.3** Preventative Maintenance Level 1 must include the following action items at a minimum:

**5.1.1.1.3.1** Visual inspection of each generator set, including operator panels

**5.1.1.1.3.2** Start each generator set and check operation

**5.1.1.1.3.3** Check for oil, fuel, and coolant leaks

**5.1.1.1.3.4** Check operation of jacket water heater

**5.1.1.1.3.5** Check batteries; add water if necessary.

**5.1.1.1.3.6** Check battery cables and connections

**5.1.1.1.3.7** Check battery charger operation

**5.1.1.1.3.8** Grease or lube generator, linkages, and safety interlocks as necessary

**5.1.1.1.3.9** Adjust components as necessary to maintain correct operation

**5.1.1.1.3.10** Alert Agency of failed parts, and / or necessary corrective action

**5.1.1.1.3.11** The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.

**5.1.1.1.4** The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.

**5.1.1.2 Preventative Maintenance Level 2:** The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

**5.1.1.2.1** Each generator must receive a minimum of one (1) visit during a 12-month period from date of award.

**5.1.1.2.1.1** The Vendor must provide a Preventative Maintenance Level 2 visit six (6) months upon date of award and optional renewal year three.

**5.1.1.2.2** Preventative Maintenance Level 2 must include the following action items at a minimum:

**5.1.1.2.2.1** All action items listed in Specification 5.1.1.1.2

**5.1.1.2.2.2** Change oil and oil filter

**5.1.1.2.2.3** Change the fuel filter

**5.1.1.2.2.4** Conduct a Crankcase Oil Analysis and provide results to Agency

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**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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**5.1.1.2.2.5** Sample diesel fuel and test for bacterial contamination and proper cetane level. If fuel is contaminated or cetane level is lower than minimum specifications, vendor will make a recommendation for treatment, filtering, or replacement.

**5.1.1.2.2.6** The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.

**5.1.1.2.3** The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.

**5.1.1.3 Preventative Maintenance Level 3:** The Vendor must provide preventative maintenance services on the Agency-owned generator sets listed in section 3.1.

**5.1.1.3.1** Each generator must receive a visit in optional years two and four of the Contract.

**5.1.1.3.1.1** The Vendor must provide first Preventative Maintenance Level 3 visit six (6) months into optional renewal year two of the Contract if renewed.

**5.1.1.3.1.2** The Vendor must provide second Preventative Maintenance Level 3 visit thirty (30) days prior to the expiration of the contract in optional renewal year four if renewed.

**5.1.1.3.2** Preventative Maintenance Level 3 must include the following action items at a minimum:

**5.1.1.3.2.1** All action items listed in Preventative Maintenance Level 1 – Section 5.1.1.1.2

**5.1.1.3.2.2** All action items listed in Preventative Maintenance Level 2 – Section 5.1.1.2.2

**5.1.1.3.2.3** Change all batteries

**5.1.1.3.2.4** Change all belts

**5.1.1.3.2.5** Change the antifreeze and coolant hoses

**5.1.1.3.2.6** Change all air filters

**REQUEST FOR QUOTATION**  
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**5.1.1.3.2.7** The Vendor must provide the Agency a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance. The report must provide a description of any issue, and recommended corrective action.

**5.1.1.3.3** The Vendor must follow all proper procedures as defined by the original equipment manufacturer (OEM) when performing service or repairs.

**5.1.1.3.4** During Preventative Level 3 activities, the Vendor shall provide a standby generator of 500 kW capacity. In the event of a power outage during Preventative Level 3 activities, the Vendor shall place the standby generator into service, and will maintain the temporary generator set until either repairs to the existing generator set(s) can be made and the repaired unit(s) can reliably provide power to the State facility, or utility power is restored.

**5.1.2 Parts and Supplies used during PM visits**

**5.1.2.1** All parts installed during PM visits will be obtained from the original equipment manufacturer (OEM), and will be installed at no additional cost.

**5.1.2.2** All fluids and lubricants used during PM visits will meet or exceed original equipment manufacturer (OEM) specifications, and will be installed at no additional cost.

**5.1.3 Parts and Supplies used for on-demand break / fix repairs**

**5.1.3.1** In the event of an equipment malfunction, the Vendor shall have a qualified technician (as identified in the response to the RFQ or as subsequently certified to the Agency) **on site within two (2) hours** after the Vendor is notified about the malfunction: 24 x 7 x 365. No additional charge shall be made by the Vendor for problem diagnosis or repairs, except for parts or materials, regardless of the time or date the service is performed.

**5.1.3.2** Vendor's markup on parts, supplies, and materials used for repairs made outside of PM visits shall not exceed 25%. A copy of the invoice for parts/materials that the Vendor procured for a particular service shall be attached to the invoice for the parts/materials that the Vendor subsequently submits to the Agency.



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**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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- 5.1.3.3 Upon completion of inspections or repairs, the Vendor shall submit a completed checklist and/or work order to the Agency, indicating the type of service performed, parts/materials used, and the status of the unit(s).
- 5.1.3.4 The Vendor shall replace parts and materials prior to wear-out or failure.
- 5.1.3.5 Vendor must show markup on Pricing Page by adding percentage markup in following format: 20% markup = 1.20, 25% markup = 1.25, etc.

**5.1.4 Invoicing Instructions**

- 5.1.4.1 The Vendor that performs a preventative maintenance visit must invoice only for the preventative maintenance level that is scheduled.

**5.1.5 Load Testing (Four (4) hour resistive testing of each generator set)**

- 5.1.5.1 The Vendor shall provide all tools, skilled labor, and equipment as required to perform load testing of each generator set as described in Section 3. The Vendor shall coordinate with the Agency for access, shutdown, and testing of each generator set. The load testing shall be performed on a yearly basis.
- 5.1.5.2 The Vendor shall isolate each generator set from the existing power, and all testing loads shall be supplied from the Vendor supplied load bank.
- 5.1.5.3 The Vendor shall supply all required wiring for temporary connection of the generator to the load bank. Each generator set is located no more than 25 feet from a wide sidewalk, and no more than 75 feet from a street.
- 5.1.5.4 During the four-hour load test for each generator, the Vendor shall start the generator set and allow it to warm up. The Vendor shall then apply a load during the test equal to 100% of the kW nameplate rated capacity of the generator set. Upon completion of the test, the Vendor shall remove the load, and allow the generator set to run in a cool down period.
- 5.1.5.5 During the four-hour load testing for each generator, the Vendor shall maintain a load bank service record. Readings shall be taken every 15 minutes, and shall show, at a minimum, job details, the time, engine readings (oil pressure, water temperature), and alternator / generator readings (volts and amperes by phase), the power factor, the percent of load, and remarks.
- 5.1.5.6 Once load testing has been completed, the Vendor shall reconnect all existing generator set power supply wiring.

REQUEST FOR QUOTATION  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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5.1.5.7 Once load testing has been completed, the Vendor shall submit a load testing report that details collected data analysis.

**5.1.6 Optional Renewals**

5.1.6.1 The Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated by the Agency, agreed to by the Vendor and processed as a Change Order authorized by the West Virginia Purchasing Division.

**6. CONTRACT AWARD:**

**6.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**CONTRACT WILL BE EVALUATED ON ALL LINES BUT ONLY AWARDED ON FIRST YEAR.**

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**6.2 Pricing Page:** The Vendor must complete the Pricing Page by entering the cost for each visit per the preventative maintenance level, the yearly load bank testing, and the standby generator sets. The Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Toby.L.Welch@wv.gov](mailto:Toby.L.Welch@wv.gov)

**7. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**8. PAYMENT:** Agency shall pay annual cost, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION**  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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**9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.

**10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**11. VENDOR DEFAULT:**

**11.1.** The following shall be considered a vendor default under this Contract.

**11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**11.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**11.1.4.** Failure to remedy deficient performance upon request.

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

**11.2.1.** Immediate cancellation of the Contract.

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

**REQUEST FOR QUOTATION**  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

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11.2.3. Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

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

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Exhibit A - Pricing Page and Schedule of Services**  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

Note to Vendors: Only the column for Unit Cost is editable.

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

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2		
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each	2		
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2		
5.1.3	Hourly Rate for Labor	Hour	100		
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		
5.1.5	Load Testing - Once per year	Each	2		

TOTAL COST

Optional Year 2 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2		
5.1.1.3	Preventative Maintenance Level 3 - 6 months from date of award	Each	2		
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2		
5.1.3	Hourly Rate for Labor	Hour	100		
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		
5.1.5	Load Testing - Once per year	Each	2		

TOTAL COST

Optional Year 3 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2		
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each	2		
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2		
5.1.3	Hourly Rate for Labor	Hour	100		
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		
5.1.5	Load Testing - Once per year	Each	2		

TOTAL COST

Optional Year 4 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2		
5.1.1.3	Preventative Maintenance Level 3 - 30 days prior to expiration of contract	Each	2		
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2		
5.1.3	Hourly Rate for Labor	Hour	100		
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		
5.1.5	Load Testing - Once per year	Each	2		

TOTAL COST

**TOTAL COST**



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

State of West Virginia  
Centralized Request for Quote  
Equipment

<b>Proc Folder:</b> 1472745			<b>Reason for Modification:</b>
<b>Doc Description:</b> Maintenance for Generator Sets (OT25020)			
<b>Proc Type:</b> Central Master Agreement			<b>Version</b>
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	
2024-07-25	2024-08-08 13:30	CRFQ 0231 OOT2500000005	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** Boyd Company

**Address:** 10001 Linn Station Road

**Street:**

**City:** Charleston Better Louisville

**State:** W Ky

**Country:**

**Zip:** 40223

**Principal Contact:**

**Vendor Contact Phone:** 304-688-3252

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

8-7-24

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



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Levi Curry - Product Support Rep.

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) 304-688-3252

(email address) Levi.curry@Boydcat.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Boyd Company  
(Company)

Levi Curry  
(Signature of Authorized Representative)

Levi Curry 8-7-24  
(Printed Name and Title of Authorized Representative) (Date)

304-688-3252  
(Phone Number) (Fax Number)

Levi.Curry@Boydcat.com  
(Email Address)

REQUEST FOR QUOTATION  
Preventative Maintenance and Repair Services for Generator Sets (OT25020)

11.2.3. Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

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

**Contract Manager:** Levi Curry

**Telephone Number:** 304-688-3252

**Fax Number:** \_\_\_\_\_

**Email Address:** Levi.Curry@BoydCat.com



**Exhibit A - Pricing Page and Schedule of Services**  
**Preventative Maintenance and Repair Services for Generator Sets (OT25020)**

Note to Vendors: Only the column for Unit Cost is editable.

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
Year 1 - Pricing and Service Schedule					
5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2	500	\$1,000.00
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each	2	1000	\$2,000.00
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2	500	\$1,000.00
5.1.3	Hourly Rate for Labor	Hour	18	145	\$2,610.00
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		\$0.00
5.1.5	Load Testing - Once per year	Each	2	620	\$1,240.00
<b>TOTAL COST</b>					<b>\$7,850.00</b>

Optional Year 2 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2	550	\$1,100.00
5.1.1.3	Preventative Maintenance Level 3 - 6 months from date of award	Each	2	6245	\$12,490.00
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2	550	\$1,100.00
5.1.3	Hourly Rate for Labor	Hour	24	145	\$3,480.00
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		\$0.00
5.1.5	Load Testing - Once per year	Each	2	600	\$1,200.00
<b>TOTAL COST</b>					<b>\$19,370.00</b>

Optional Year 3 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2	600	\$1,200.00
5.1.1.2	Preventative Maintenance Level 2 - 6 months from date of award	Each	2	1200	\$2,400.00
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2	600	\$1,200.00
5.1.3	Hourly Rate for Labor	Hour	18	145	\$2,610.00
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		\$0.00
5.1.5	Load Testing - Once per year	Each	2	620	\$1,240.00
<b>TOTAL COST</b>					<b>\$8,650.00</b>

Optional Year 4 - Pricing and Service Schedule

5.1.1.1	Preventative Maintenance Level 1 - 3 months from date of award	Each	2	700	\$1,400.00
5.1.1.3	Preventative Maintenance Level 3 - 30 days prior to expiration of contract	Each	2	6445	\$12,890.00
5.1.1.1	Preventative Maintenance Level 1 - 9 months from date of award	Each	2	700	\$1,400.00
5.1.3	Hourly Rate for Labor	Hour	24	145	\$3,480.00
5.1.3	Markup for Parts Not to Exceed 25%	Markup	1,000		\$0.00
5.1.5	Load Testing - Once per year	Each	2	700	\$1,400.00
<b>TOTAL COST</b>					<b>\$20,570.00</b>

**TOTAL COST** **\$56,440.00**



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BOYD COMPANY**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**10001 LINN STATION ROAD**

6 City, state, and ZIP code  
**LOUISVILLE, KY, 40223**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

6 1 - 0 4 0 1 8 5 4

or

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Bruce C. Morris, Secretary* Date ▶ *1/3/23*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), \*1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299		<b>CONTACT NAME:</b> Sandra Burnash <b>PHONE:</b> (A/C, No, Ext): 502-716-7851 <b>FAX:</b> (A/C, No): <b>E-MAIL ADDRESS:</b> Sandra_burnash@ajg.com		
<b>INSURED</b> Boyd Company 10001 Linn Station Rd Louisville KY 40223		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Crum & Forster Specialty Insurance Co		44520
		INSURER C: Evanston Insurance Company		35378
		INSURER D: AXIS Surplus Insurance Company		26620
		INSURER E: Everest Indemnity Insurance Company		10851
		INSURER F: Endurance American Specialty Ins Co		41718

## COVERAGES

CERTIFICATE NUMBER: 2050302288

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 2925290-03	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 2925291-03	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
DCE	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000826017-03 MKLV5EUE103244 XC1EX00658-241	3/1/2024 3/1/2024 3/1/2024	3/1/2025 3/1/2025 3/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 2,000,000 Excess Liability \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WC 2925289-03	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A F	Environmental Liability Garagekeepers 4th Excess Layer	Y	Y	PLL-108540 BAP 2925291-03 ELD30016619102	10/1/2021 3/1/2024 3/1/2024	10/1/2024 3/1/2025 3/1/2025	Each Occurrence \$5,000,000 Each Occurrence \$2,000,000 Each Occur/ Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is additional insured for the General Liability and Comm Auto policies per endorsement U-GL-2162-A (02/19) & UGL 1114A, U-CA-424-F CW (04/14) U-CA-387-A (07/94), U-CA-825-B (02/14) The insurance provided in the General Liability & Commercial Auto policy is primary and Non-Contributory. A Waiver of Subrogation applies with respect to the General Liability, Comm Auto & Workers Compensation Policy's as required by written contract Pursuant to and subject to the policy's terms, definitions, conditions and exclusions. U-CA-832 A (01/13) Blanket Notification of to others of non-renewal or cancellation Umbrella/ Excess Liability is follow form in accordance with the General Liability, Comm Auto, Workers Compensation  
Total Liability Coverage \$21M

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the See Attached...

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

Jones Lang LaSalle Americas, Inc. c/o Avetta P.O. Box 51387 Irvine, CA 92619	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: BOYDCOM-02

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED</b> Boyd Company 10001 Linn Station Rd Louisville KY 40223
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Kentucky insurance statutes."

RE: Raleigh General Hospital, 1710 Harper Road, Beckley WV 25801.

Additional Insured entities: Jones Lang LaSalle Americas, Inc., Lifepoint Corporate Services General Partnership and their affiliates, officers, directors, and employees.