



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

Request for Quotation

RFQ NUMBER
BVH381

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA VETERANS HOME

**512 WATER STREET
 BARBOURSVILLE, WV
 25504 736-1027**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2011				

BID OPENING DATE: **02/23/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-67		
<p>KITCHEN EQUIPMENT AND REFRIGERATION MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA VETERANS HOME, IS SOLICITING BIDS FOR A PREVENTATIVE MAINTENANCE CONTRACT FOR REFRIGERATION AND KITCHEN EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 02/02/2011 AT 10:00 AM AT 512 WATER STREET, BARBOURSVILLE, WV 25504. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/04/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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<p>AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: BVH381</p> <p>BID OPENING DATE: 02/23/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ BVH381 ***** TOTAL: _____						

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**REQUEST FOR QUOTATIONS
FREEZER/REFRIGERATION/KITCHEN EQUIPMENT
MAINTENANCE CONTRACT**

For: West Virginia Veterans Home
512 Water Street
Barboursville, WV 25504

SECTION 1: DEFINITIONS

- A. West Virginia Veterans Home, 512 Water Street, Barboursville, WV 25504, shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventative Maintenance" shall mean scheduled inspections and the replacement of parts, components, and materials on freezer, refrigeration and kitchen equipment prior to the failure or wear-out period of the parts, components or materials. The planned inspections and replacements shall be in accordance with the equipment manufacturer's specifications and recommendations.
- E. "Corrective Maintenance" shall mean maintenance performed on an as-requested basis to correct a malfunction or failure in the freezer, refrigeration or kitchen equipment and may be on a regular or emergency basis.
- F. "Competent Mechanic" shall mean a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to perform work under this Contract as outline in Section 3.
- G. "Agency Representative" shall be defined as the person designated by the Administrator of the West Virginia Veterans Home as having authority to act on behalf of the West Virginia Veterans Home.

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- H. "Holidays" shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- I. "Testing" should be defined and included in the appropriate places in the document.

SECTION 2: SCOPE OF WORK

The Contractor shall provide Preventative Maintenance, Corrective Maintenance, and testing of the freezer, refrigeration and kitchen equipment in buildings owned and operated by the West Virginia Veterans Home. Preventative Maintenance, Corrective Maintenance, and testing must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Examples of work include but are not limited to:

1. Cleaning shall consist of coil surfaces (coils to be cleaned annually); fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; and condenser.
2. Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service.
3. Alignment of equipment belt drives; drive couplings; air fins.
4. Calibrating safety controls; temperature and pressure controls.
5. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
6. Adjusting belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; damper close-off.
7. Lubrication of equipment will follow manufacturers prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkage; fan vane linkages.
8. Painting of exterior cabinet or shell units for corrosion control.
9. Associated water filter and filter service is included on any contracted equipment using filters specified by the manufacturer. Water filter housings are to be inspected at the time of filter change out. Water filters to be changed per manufacturer specifications or on a quarterly basis at a minimum if equipment specifications are not available.

BVH381**2.1 Regular Maintenance Services:**

The Contractor shall establish a written maintenance schedule with the Agency for Preventative Maintenance and testing within three (3) weeks of awarded contract. This schedule shall be binding. Any exception from the established maintenance schedule shall be authorized by the Agency in writing to the Contractor. Failure to obtain written authorization may result in the non-payment for work performed.

The Contractor shall also provide Corrective Maintenance and testing services on an on-call basis. On site response time for Corrective Maintenance service calls performed on a regular (non-emergency) basis shall be guaranteed within 24 hours of notification with the exception of 4 hour on site response time for freezer and refrigeration. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

2.2 Emergency service:

During the life of this Contract, the Agency may have need of Corrective Maintenance and testing services on an emergency basis. Emergency maintenance calls shall be placed to the Contractor by an authorized Agency Representative and on-site response shall be guaranteed within 4 hours of the receipt of the emergency service call for freezer and refrigeration equipment and on site within twenty-four (24) hours on all other equipment covered under this contract.

If the Contractor is unable to respond on-site within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages will be imposed against the Contractor in the amount of \$100.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.

Labor Warranty: The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

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2.3 Parts:

The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories; lift equipment, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

The Contractor shall be required to receive approval from an authorized Agency Representative(s) for replacement parts, components, or materials prior to its purchase or requisitions. The replacement or repair of any equipment, components or materials with an invoice cost in excess of \$1,000.00 must be approved in writing by the Agency in advance of their purchase or requisition by the Contractor. For costs up to \$999.99 approval via phone is acceptable.

Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

2.4 Telephone Service:

Contractor must be available (on call) twenty-four (24) hours per day, seven (7) days per week to respond to request for emergency service.

2.5 Facility Access:

The Agency will permit access to the facility and be accompanied by an Agency employee. The Contractor may utilize shop facilities during normal working hours.

2.6 Costs:

Maintenance, Testing, and Inspection Services: The Contractor shall provide a quarterly all inclusive fixed rate for Preventative Maintenance. Preventative Maintenance will be invoiced quarterly. The Contractor shall provide an all inclusive hourly rate for Corrective Maintenance during regular work hours which are Monday – Friday 8 am – 4 pm; after regular working hours; and Holiday work hours. Corrective Maintenance charges will be invoiced monthly. The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

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Parts: The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on his cost (list minus any discounts) multiplied by any mark up not to exceed 25% and shall be supported by actual invoices showing the cost(s).

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. This cost must be included in the percentage discount given herein. For emergency Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

2.8 Facilities:

A listing of equipment for which service is required are listed in Attachment B. Equipment may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added equipment under the same terms and conditions contained herein.

SECTION 3: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications to perform Preventative Maintenance, Corrective, Maintenance, and testing under this Contract and should submit all documentation of the qualifications with the bid.

SECTION 4: ORDERING AND INVOICING**4.1 Release Orders:**

**NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE)
SHALL BE PERMITTED UNDER THIS CONTRACT.**

The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency if the cost estimate is in excess of \$999.99. If approved, the Agency will issue a written release order to the vendor. This release order shall have a purchase order number and reference the master contract number for the master contract. The release order shall indicate the

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scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered notice to proceed. No work other than that specified on the individual release order shall be undertaken by the Contractor.

Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

Changes: Any alteration to a release order must be facilitated by formal change order. No change order may be issued which causes an individual job's total cost to exceed \$25,000.00. The contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

4.2 Invoices:

Invoices shall be submitted to the Agency for payment for Preventative Maintenance quarterly (in arrears). All other invoicing shall be monthly (in arrears). Invoicing must include the following information:

1. Copies of all service orders signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance with Section 2. Any expedited delivery charges for emergency Corrective Maintenance service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. The manufacturer's list price of the part(s), the discount applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in order, the order by which parts appear on the Contractor's invoice.
4. Complete address of vendor, purchase order number, and master contract number.

Invoices shall be mailed to the following address:

West Virginia Veterans Home
512 Water Street
Barboursville, WV 25504

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Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

5.2: Indemnification: The Contractor 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 Contractor, its officers, employees, or sub-contractors 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 Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

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5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities.

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

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

SECTION 6: AWARD CRITERIA

Award shall be based on the lowest combination of hourly rate and discount per the attached bid scenario (Attachment A).

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BVH381 ATTACHMENT B

Freezer, Refrigeration and Kitchen equipment located at the West Virginia Veterans Home.

1	Two (2) Walk-in Freezers: (1) Hobart / (1) Generic?	Storeroom
2	One (1) Traulsen Reach-in Refrigerator	Storeroom
3	One (1) Hobart Walk-in Freezer	Kitchen
4	One (1) Hobart Walk-in Cooler	Kitchen
5	One (1) Vulcan Double Steamer/ Filter	Kitchen
6	One (1) Vulcan Tilt Skillet	Kitchen
7	One (1) Vulcan Deep Fryer/ (Gas)	Kitchen
8	One (1) Hobart Deep Fryer/ (Gas)	Kitchen
9	One (1) Hobart Grill	Kitchen
10	One (1) Vulcan 6-Cap Cook Stove-Oven/ (Gas)	Kitchen
11	One (1) Hobart Double Convection Oven	Kitchen
12	One (1) Hobart Double Pizza Oven	Kitchen
13	One (1) Traulsen Refrigerator/ Freezer	Kitchen
14	One (1) Hobart Dish Washing Machine	Kitchen
15	One (1) Hatco Booster Heater	Kitchen
16	One (1) Hatco 3-Drawer Warmer	Serving Line
17	One (1) FWE Hot Box	Serving Line
18	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Serving Line
19	One (1) Hobart Double-door Upright Reach-in Refrigerator	Serving Line
20	One (1) Duke Salad Bar + Hot Soup Bar	Serving Line
21	One (1) Duke Steam Table	Serving Line
22	One (1) Duke Cold Table	Serving Line
23	One (1) Bunn U3 Coffee Machine/ Filter	Serving Line
24	One (1) APW WYOTT Salad Dressing/ Condiment Cooler	Dining
25	One (1) SaniServe Ice Cream Machine	Dining
26	One (1) Grindmaster Crathco Beverage dispenser	Dining
27	One (1) Sencotel Frozen Drink machine	Dining
28	One (1) Silver King Milk dispenser	Dining
29	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Dining
30	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Recreation
31	One (1) Bunn SRU Coffee Machine/ Filter	Recreation
32	One (1) Bunn TB3Q Brewing Machine/ Filter	Recreation
33	Twenty-five (25) Oasis water Coolers	Various Locations
34	One (1) Hobart Garbage Disposal	Kitchen/Dish tank
35	One (1) Hobart Garbage Disposal	Kitchen/Salad Prep

BVH381

FREEZER, REFRIGERATION, KITCHEN EQUIPMENT

Contractor Phone Number _____

Contractor Fax Number _____

Contractor E-Mail Address _____

Please provide the following numbers below:

24 Hour Phone Number for Corrective Maintenance Service Calls: _____

Fax/e-mail for Release Order Receipt: _____

BVH381 ATTACHMENT A: BID FORM

FREEZER, REFRIGERATION, KITCHEN EQUIPMENT MAINTENANCE				
Item #	Description	Estimated Annual Usage	* Unit Price	Extended Price
1	ANNUAL PREVENTATIVE MAINTENANCE CONTRACT (Quarterly)	4		\$
2	CORRECTIVE MAINTENANCE REGULAR WORK HOURS 8AM - 4PM M-F	150	\$	\$
3	CORRECTIVE MAINTENANCE AFTER REGULAR HOURS	40	\$	\$
4	CORRECTIVE MAINTENANCE HOLIDAY WORK HOURS	20	\$	\$
5	EST. ANNL. PARTS USAGE x % MARK-UP	\$12,000.00	% M/U:	\$
Failure to use this form may result in disqualification			Total	\$
<i>Bidder / Vendor Information:</i>				
Name: _____				
Address: _____				
Phone# : _____				
Email Address: _____				
<i>Contract Coordinator Information:</i>				
Name: _____				
Address: _____				
Phone# : _____				
Email Address: _____				
This form is for bidding evaluation purposes only.				
* Item #1 = Annual; Items 2, 3, & 4 are hourly unit prices; Item #5 = \$12,000X % Mark-up over cost				

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____
Date: _____ Title: _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §6A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____