



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

Solicitation

NUMBER
DPS1438

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED
06/03/2014

BID OPENING DATE: 06/26/2014

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-48		
GENERATOR REPAIR SERVICES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE GENERATOR MAINTENANCE AND REPAIR SERVICES FOR THE WV STATE POLICE, WV DIVISION OF HEALTH AND HUMAN RESOURCES, WV DIVISION OF CORRECTIONS AND THE WV DIVISION OF HOMELAND SECURITY, AT VARIOUS LOCATIONS THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1438 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFDAVIT						
6. VENDOR PREFERENCE CERTIFICATE						
***** THIS IS THE END OF RFQ DPS1438 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order 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 non-binding.

Question Submission Deadline: June 17, 2014 at 4:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 26, 2014 at 1:30 pm

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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: This Contract becomes effective on award
and extends for a period of one (1) year(s).

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 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$250,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein 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.
- 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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for

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.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.

- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.

- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.
- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Police, West Virginia Division of Health and Human Resources, West Virginia Division of Corrections, and the West Virginia Division of Homeland Security and Emergency Management to establish a contract for Generator Repair and Maintenance Services at various locations within the State of West Virginia.
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 **“Contract Services”** means the repair of generators whether propane, natural gas or diesel powered and associated equipment, i.e. transfer panels, fuel monitoring devices etc.
 - 2.2 **Corrective Maintenance** as stated herein, shall mean maintenance performed on an as required basis to correct or prevent a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
 - 2.3 **Emergency Repairs:** due to the mission of the West Virginia State Police (to preserve the life and property of the citizens of the state of West Virginia). The emergency repair of out of service emergency generators shall be a first priority of the Vendor.
 - 2.4 **Equipment List** as stated herein, shall mean the list of current equipment onsite at various locations, more particularly identified **on Exhibit B**, attached hereto. As near as possible to determine each generator is listed by Brand, Size (in Kilo Watts), Fuel Type, and County located, in Exhibit B. The equipment listed in **Exhibit B** is equipment currently in use and **is subject to change without notice**. Equipment may be added or deleted from this list as operational needs of the above listed agencies dictate. Equipment shall include the generator, transfer panel, fuel monitoring system and all related equipment.
 - 2.5 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A. Exhibit A includes the location, by county, Brand, Fuel type, Size (in Kilo Watts), and manufacturer of each generator.
 - 2.6 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DPS1438.
 - 2.7 **“Area of Service”** means that area of the state where the Vendor will service affected equipment. The “Area of Service” will be defined in Section 4.2.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1. Factory trained with three (3) years minimum experience in the repair of internal combustion powered generators.
- 3.2. Vendor shall have adequate vehicles to access the locations of all of the equipment, some of which are in remote locations and must be accessed by all-wheel drive vehicles.
- 3.3. The majority of the locations listed in Exhibit B are located in remote areas of the state and all bidders must realize that the three hour on-site time for emergency repairs will be adhered to, and a list of servicing shops and/or servicing technicians including a physical address for each shall be provided prior to award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. **The Agency reserves the right to make multiple or split awards to this contract due to the size of the area to be covered by this contract.**

4.1.1 Vendor shall provide corrective equipment maintenance in accordance with manufacturer's recommendations on the equipment listed on Exhibit B attached hereto and incorporated herein by reference.

4.1.1.1 Vendor shall, at all times maintain the proper operating parameters as specified by the manufacturer.

4.1.1.2 Vendor shall perform all necessary examinations and adjustments to maintain equipment at manufacturer's limits.

4.1.1.3 Vendor shall furnish all equipment, tools and parts necessary in the performance of the maintenance and repair of the equipment. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement. Non-reusable parts and supplies

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000020

shall be supplied by the Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc

4.1.2 Corrective Maintenance:

4.1.2.1 Vendor shall respond to corrective maintenance calls by phone within two (2) hours of notification to schedule a time for repair and ascertain the location of the inoperative equipment.

4.1.2.2 Corrective (non-emergency) maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday and Vendor shall quote a regular hourly labor rate for those hours.

4.1.2.3 Vendor shall perform emergency corrective maintenance when requested by the Agency. **Vendor shall respond to all emergency requests within thirty (30) minutes by phone to ascertain the location of the inoperative equipment and must arrive onsite no later than three (3) hours from time of notification of the emergency,** and must make repairs to Agency's facilities a first priority.

4.1.2.4 Vendor shall quote an hourly rate for overtime labor hours. The rate for overtime labor hours shall be between the hours of 5:01 pm and 7:59 am for the days of Monday thru Friday, all day Saturday and all day Sunday.

4.1.2.5 Vendor shall quote an hourly rate for holiday labor hours. The rate for holiday labor hours shall be between 12:00 am and 11:59 pm., Saturday – Sunday, for nationally recognized holidays.

4.1.2.6 Vendor shall quote an hourly rate for emergency labor hours. The rate for emergency labor hours shall be charged to the Agency when any occurrence is declared an emergency by the Agency and the Vendor must give first priority to the Agency for any/all repairs during that emergency.

4.1.2.7 Vendor shall provide a twelve (12) month warranty for all repairs performed under this contract.

4.1.3 Parts and Installation:

4.1.3.1 Vendor shall procure and install all necessary repair parts under this contract. Vendor must obtain prior approval from the Agency to purchase all parts in excess of \$2,500.00, for each incident/service call. Agency reserves the right to competitively bid all parts and labor for major repairs to the equipment listed on the attached Exhibit B. All parts and labor charges exceeding \$25,000.00 will be competitively bid by the Agency.

4.1.3.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.

4.1.3.3 Parts for generators normally sold and maintained by the Vendor shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by the Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

4.1.3.4 Parts for generators not normally sold and maintained by the Vendor shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by the Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000022

4.2 AREA OF SERVICE:

4.2.1 The State has been broken into geographical regions. Vendors shall indicate in the “Pricing Pages” which “Region” they wish to service.

The “Regions” are defined as follows:

4.2.1.1 Region 1 consists of the following counties:

- 4.2.1.1a** Brooke
- 4.2.1.1b** Hancock
- 4.2.1.1c** Ohio
- 4.2.1.1d** Marshall
- 4.2.1.1e** Wetzel
- 4.2.1.1f** Tyler
- 4.2.1.1g** Harrison
- 4.2.1.1h** Marion
- 4.2.1.1i** Taylor
- 4.2.1.1j** Preston
- 4.2.1.1k** Monongalia
- 4.2.1.1l** Doddridge

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 1 on the appropriate lines under Section 4.2.1.1 in the “Pricing Pages”.

4.2.1.2 Region 2 consists of the following counties:

- 4.2.1.2a** Jefferson
- 4.2.1.2b** Morgan
- 4.2.1.2c** Berkeley
- 4.2.1.2d** Mineral
- 4.2.1.2e** Hampshire

4.2.1.2f Grant

4.2.1.2g Hardy

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 2 on the appropriate lines under Section 4.2.1.2 in the “Pricing Pages”.

4.2.1.3 Region 3 consists of the following counties:

4.2.1.3a Randolph

4.2.1.3b Upshur

4.2.1.3c Pendelton

4.2.1.3d Gilmer

4.2.1.3e Pocahontas

4.2.1.3f Tucker

4.2.1.3g Barbour

4.2.1.3h Braxton

4.2.1.3i Webster

4.2.1.3j Lewis

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 3 on the appropriate lines under Section 4.2.1.3 in the “Pricing Pages”.

4.2.1.4 Region 4 consists of the following counties:

4.2.1.4a Kanawha

4.2.1.4b Clay

4.2.1.4c Wirt

4.2.1.4d Wood

4.2.1.4e Calhoun

- 4.2.1.4f Ritchie
- 4.2.1.4g Mason
- 4.2.1.4h Jackson
- 4.2.1.4i Pleasants
- 4.2.1.4j Roane
- 4.2.1.4k Putnam

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 4 on the appropriate lines under Section 4.2.1.4 in the “Pricing Pages”.

4.2.1.5 Region 5 consists of the following counties:

- 4.2.1.5a Logan
- 4.2.1.5b Mingo
- 4.2.1.5c Cabell
- 4.2.1.5d Wayne
- 4.2.1.5e Lincoln
- 4.2.1.5f Boone

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 5 on the appropriate lines under Section 4.2.1.5 in the “Pricing Pages”.

4.2.1.6 Region 6 consists of the following counties:

- 4.2.1.6a Raleigh
- 4.2.1.6b Fayette
- 4.2.1.6c Nicholas
- 4.2.1.6d Summers
- 4.2.1.6e Wyoming

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000025

4.2.1.6f Greenbrier

4.2.1.6g Mercer

4.2.1.6h McDowell

4.2.1.6i Monroe

**Vendor shall list the “Standard Rate”, “Overtime Rate”,
“Holiday Rate” and “Emergency Rate” for Region 6 on the
appropriate lines under Section 4.2.1.6 in the “Pricing Pages”.**

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to multiple vendors providing the Contract Services meeting the required specifications for the lowest overall total cost per region as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by indicating the hourly labor rate, overtime labor rate, and emergency labor rate for each location that the Vendor desires to service, in addition the Vendor shall include the “parts percentage markup” in the Pricing Pages. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. 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.

7. PAYMENT: Agency shall pay applicable charges, 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
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000026

-
- 8. 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.
- 9. 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:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1.** The following shall be considered a vendor default under this Contract.
- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000027

10.1.4. Failure to remedy deficient performance upon request.

10.1.5. **Failure to respond and arrive on-site within the three hour emergency response requirement.**

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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: _____

DPS1438 - Generator Repair and Maintenance

Region 1: Brooke, Hancock, Ohio, Marshall, Wetzel, Tyler, Harrison, Marion, Taylor, Preston, Monongalia and Doddridge

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

DPS1438 - Generator Repair and Maintenance

Region 2: Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant and Hardy

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

DPS1438 - Generator Repair and Maintenance

Region 3: Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster and Lewis

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.
 Failure to use this form may result in disqualification

000030

DPS1438 - Generator Repair and Maintenance

Region 4: Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane and Putnam

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

Failure to use this form may result in disqualification

*Quantities are estimated annual usage for bidding purposes and bidder's information.

000031

DPS1438 - Generator Repair and Maintenance

Region 5: Logan, Mingo, Cabell, Wayne, Lincoln and Boone

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

DPS1438 - Generator Repair and Maintenance

Region 6: Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell and Monroe

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.2.1.1	Standard Labor Rate	25		
4.2.1.1	Overtime Rate	10		
4.2.1.1	Holiday Rate	15		
4.2.1.1	Emergency Rate	10		

Item No.	Parts Quote	Estimated Parts Cost	Markup Percentage	Extended Amount
4.1.3.3	Parts percentage Mark-up normally supported by vendor	\$5,000.00	%	
4.1.3.4	Parts percentage Mark-up not normally supported by vendor	\$50,000.00	%	

OVERALL COST	
---------------------	--

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

000033

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

EXHIBIT B

COUNTY	BRAND	GEN SIZE	FUEL TYPE
BARBOUR	ONAN	20	PROPANE
BERKLEY	ONAN	20	PROPANE
BERKLEY	CUMMINS	250	DIESEL
BOONE	ONAN	20	PROPANE
BOONE	KOHLER	20	PROPANE
BRAXTON	KOHLER	20	NATURAL
BRAXTON	ONAN	16	PROPANE
BRAXTON	ONAN	20	PROPANE
BRAXTON	ONAN	360	DIESEL
BRAXTON	KOHLER	20	PROPANE
BROOKE	ONAN	20	PROPANE
CABELL	ONAN	15	PROPANE
CABELL	ONAN	20	PROPANE
CABELL	ONAN	20	PROPANE
CABELL	KOHLER	18	NATURAL
CALHOUN	ONAN	20	PROPANE
CLAY	KOHLER	35	NATURAL
FAYETTE	ONAN	20	PROPANE
FAYETTE	ONAN	20	PROPANE
FAYETTE	ONAN	20	PROPANE
FAYETTE	CUMMINS	900	DIESEL
FAYETTE	CUMMINS	900	DIESEL
GILMER	ONAN	20	PROPANE
GRANT	ONAN	20	PROPANE
GREENBRIER	ONAN	20	PROPANE
GREENBRIER	GENERAC	10	PROPANE
GREENBRIER	CUMMINS	150	DIESEL
GREENBRIER	CUMMINS	70	PROPANE
HAMPSHIRE	ONAN	20	PROPANE
HAMPSHIRE	ONAN	20	PROPANE
HAMPSHIRE	KOHLER	7	PROPANE
HAMPSHIRE	ONAN	50	PROPANE

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

HANCOCK	GENERAC	7	PROPANE
HANCOCK	ONAN	4	PROPANE
HARDY	ONAN	20	PROPANE
HARDY	CAT	20	PROPANE
HARDY	KOHLER	10	PROPANE
HARRISON	ONAN	60	PROPANE
HARRISON	ONAN	70	PROPANE
HARRISON	ONAN	20	PROPANE
HARRISON	ONAN	20	PROPANE
HARRISON	ONAN	35	PROPANE
HARRISON	ONAN	15	NATURAL
HARRISON	CUMMINS	500	DIESEL
HARRISON	CUMMINS	150	DIESEL
HARRISON	CUMMINS	125	DIESEL
JACKSON	ONAN	20	PROPANE
JACKSON	ONAN	20	PROPANE
JEFFERSON	KOHLER	35	PROPANE
JEFFERSON	ONAN	400	DIESEL
KANAWHA	ONAN	20	PROPANE
KANAWHA	ONAN	2 X 20	PROPANE
KANAWHA	ONAN	20	PROPANE
KANAWHA	GENERAC	10	PROPANE
KANAWHA	ONAN	35	NATURAL
LEWIS	ONAN	20	PROPANE
LEWIS	ONAN	20	PROPANE
LINCOLN	CUMMINS	20	PROPANE
LINCOLN	CUMMINS	20	PROPANE
LOGAN	ONAN	20	PROPANE
LOGAN	ON SITE PWR	10	DIESEL
LOGAN	KOHLER	10	PROPANE
LOGAN	KOHLER	20	PROPANE
MARION	ONAN	20	NATURAL
MARION	ONAN	20	PROPANE
MARION	ONAN	20	PROPANE
MARSHALL	ONAN	20	PROPANE
MARSHALL	ONAN	20	NATURAL
MARSHALL	ONAN	20	PROPANE
MARSHALL	ONAN	5	PROPANE
MARSHALL	ONAN	35	NATURAL

Revised 1/14/2014

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000036

MARSHALL	DETROIT DIESEL	350	DIESEL
MARSHALL	CUMMINS	143	DIESEL
MASON	ONAN	15	PROPANE
MASON	ONAN	20	PROPANE
MASON	KOHLER	20	PROPANE
MASON	CUMMINS	800	DIESEL
MASON	CATERPILLER	125	DIESEL
MCDOWELL	ONAN	50	PROPANE
MCDOWELL	ONAN	20	PROPANE
MCDOWELL	ONAN	20	DIESEL
MCDOWELL	KOHLER	10	PROPANE
MCDOWELL	SENTRY PRO	15	PROPANE
MCDOWELL	KOHLER	20	PROPANE
MCDOWELL	KOHLER	20	PROPANE
MERCER	ONAN	20	PROPANE
MERCER	ONAN	20	PROPANE
MERCER	ONAN	20	PROPANE
MINERAL	ONAN	20	PROPANE
MINGO	ONAN	15	DIESEL
MINGO	ONAN	20	PROPANE
MINGO	KOHLER	7	PROPANE
MONONGALIA	ONAN	60	PROPANE
MONONGALIA	ONAN	20	PROPANE
MONONGALIA	ONAN	400	DIESEL
MONONGALIA	KOHLER	5	PROPANE
MORGAN	KOHLER	5	PROPANE
NICHOLAS	ONAN	20	PROPANE
OHIO	ONAN	20	PROPANE
OHIO	ONAN	20	PROPANE
PENDLETON	ONAN	20	PROPANE
PENDLETON	ONAN	20	PROPANE
PENDLETON	ONAN	20	PROPANE
PENDLETON	ONAN	20	PROPANE
PLEASANTS	ONAN	20	PROPANE
PLEASANTS	KOHLER	20	PROPANE
PLEASANTS	GENERAC	250	DIESEL
PLEASANTS	GENERAC	175	DIESEL
PLEASANTS	GENERAC	250	DIESEL
PLEASANTS	GENERAC	250	DIESEL

Revised 1/14/2014

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000037

PLEASANTS	GENERAC	350	DIESEL
POCAHONTAS	ONAN	20	PROPANE
POCAHONTAS	ONAN	20	PROPANE
POCAHONTAS	ONAN	7.5	PROPANE
POCAHONTAS	ONAN	300	DIESEL
PRESTON	ONAN	20	PROPANE
PRESTON	ONAN	20	PROPANE
PUTNAM	ONAN	35	PROPANE
RALEIGH	ONAN	50	DIESEL
RALEIGH	ONAN	7	PROPANE
RALEIGH	ONAN	26	DIESEL
RANDOLPH	ONAN	20	PROPANE
RANDOLPH	ONAN	20	PROPANE
RANDOLPH	ONAN	20	PROPANE
RANDOLPH	KOHLER	7.5	PROPANE
RANDOLPH	ONAN	50	DIESEL
RANDOLPH	ONAN	300	DIESEL
RANDOLPH	CUMMINS	350	DIESEL
RANDOLPH	KOHLER	350	DIESEL
RANDOLPH	CONSOLIDATED	100	DIESEL
RANDOLPH	CATERPILLER	75	DIESEL
RITCHIE	ONAN	21	PROPANE
RITCHIE	ONAN	4	PROPANE
ROANE	ONAN	20	PROPANE
ROANE	KOHLER	7	PROPANE
SUMMERS	ONAN	20	PROPANE
TAYLOR	ONAN	20	PROPANE
TAYLOR	CUMMINS	750	DIESEL
TUCKER	ONAN	15	PROPANE
TYLER	ONAN	20	PROPANE
TYLER	KOHLER	20	PROPANE
UPSHUR	KOHLER	20	PROPANE
WAYNE	ONAN	20	PROPANE
WAYNE	ONAN	20	PROPANE
WAYNE	KOHLER	7	PROPANE
WAYNE	KOHLER	20	PROPANE
WEBSTER	ONAN	20	PROPANE
WEBSTER	ONAN	20	PROPANE
WEBSTER	ONAN	20	PROPANE

Revised 1/14/2014

REQUEST FOR QUOTATION
DPS1438 GENERATOR REPAIR AND MAINTENANCE

000038

WETZEL	KOHLER	7	PROPANE
WOOD	ONAN	20	PROPANE
WOOD	ONAN	20	PROPANE
WOOD	GENERAC	15	NATURAL
WOOD	CUMMINS	29	NATURAL
WYOMING	ONAN	20	PROPANE
WYOMING	ONAN	20	PROPANE
WYOMING	KOHLER	20	PROPANE

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____