



State of West Virginia  
Agency Request for Quote  
Miscellaneous

Proc Folder: 1477243

Doc Description: Muffin Monster Repair - Northern Regional Jail

Proc Type: Agency Master Agreement

Reason for Modification:

Addendum 01:  
Modify bid close/opening date  
and time.  
Modidity specifications of product  
or service..... See Page 2 for  
complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-12	2024-08-19 14:30	ARFQ 0608 DCR2500000003	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : ALL Pumps Sales + Service, Inc

Address : 2182 Rt 75

Street : 2182 Rt 75

City : Harwood

State : WV

Country : U.S.

Zip : 25530

Principal Contact : Tom Allard

Vendor Contact Phone: 304-453-5610 Extension:

FOR INFORMATION CONTACT THE BUYER

James W Atkins

(304) 352-0219

james.w.atkins@wv.gov

Vendor  
Signature X

Tom Zellars

FEIN# 46-0859517

DATE 8/19/24

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

**Reason for Modification:**

Addendum 01:

Modify bid close/opening date and time.

Modidity specifications of product or service being sought.

Vendor Questions and responses.

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of the West Virginia Department of Corrections and Rehabilitation - Northern Regional Jail to establish a contract to rebuild existing Muffin monster.

INVOICE TO		SHIP TO	
NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR		NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR	
MOUNDSVILLE	WV	MOUNDSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1: Pickup and Delivery of Muffin Monster	1.00000	EA	\$ 1,000. <sup>00</sup>	\$ 1,000. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
47101538			

**Extended Description:**

Contract Item #1: Pickup and Delivery of Muffin Monster

INVOICE TO		SHIP TO	
NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR		NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR	
MOUNDSVILLE	WV	MOUNDSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2: Tear Down of Muffin Monster	1.00000	EA	\$ 800. <sup>00</sup>	\$ 800. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
47101538			

**Extended Description:**

Contract Item #2: Tear Down of Muffin Monster

INVOICE TO				SHIP TO			
NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR				NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR			
MOUNDSVILLE		WV		MOUNDSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item #4: Labor Hours	1.00000	EA	\$80.00	3200.00

Comm Code	Manufacturer	Specification	Model #
47101538			

**Extended Description:**  
Contract Item #4: Labor Hours

INVOICE TO				SHIP TO			
NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR				NORTHERN REGIONAL JAIL 112 NORTHERN REGIONAL CORRECTIONAL DR			
MOUNDSVILLE		WV		MOUNDSVILLE		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Contract Item #5: Materials Plus Markup	1.00000	EA	\$6,250.00	6,250.00

Comm Code	Manufacturer	Specification	Model #
47101538			

**Extended Description:**  
Contract Item #5: Materials Plus Markup



INVOICE TO	SHIP TO
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NORTHERN REGIONAL JAIL  
112 NORTHERN REGIONAL  
CORRECTIONAL DR

NORTHERN REGIONAL JAIL  
112 NORTHERN REGIONAL  
CORRECTIONAL DR

MOUNDSVILLE WV  
US

MOUNDSVILLE WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Contract Item #3: Temporary Muffin Monster.	1.00000	EA	\$ 100.00 per day	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
47101538			

**Extended Description:**  
Contract Item #3: Temporary Muffin Monster

SCHEDULE OF EVENTS
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Line	Event	Event Date
1	Vendor Questions due 4:00PM EST	2024-08-07



	Document Phase	Document Description	Page
			5
DCR2500000003	Final	Muffin Monster Repair - Northern Regional Jail	

**EXHIBIT A – Pricing Page**  
**ARFQ 0608 DCR2500000003**  
**Muffin Monster Rebuild**

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Contract Item #1: Pickup and Delivery of Muffin Monster Charge	Each	1	\$ 1,000. <sup>00</sup>	\$ 1,000. <sup>00</sup>
3.1.2	Contract Item #2: Tear Down of Muffin Monster	Each	1	\$ 800. <sup>00</sup>	\$ 800. <sup>00</sup>
3.1.3	Contract Item #3: Temporary Muffin Monster	Each	1	\$ 2,000. <sup>00</sup>	\$ 2,000. <sup>00</sup>
3.1.4	Contract Item #4: Labor Hours*	Estimated Hourly Rate	40	\$ 80. <sup>00</sup>	\$ 3,200. <sup>00</sup>

\* Quantities are estimated for bid evaluation purposes only.

Section	Description	Unit of Measure	Estimated Cost	Percentage of Markup	Total Estimated Cost
3.1.5	Contract Item #4: Material Plus Markup**	Each	\$ 5,000.00	25%	\$ 5,000.00

This will automatically  
recalculate when you enter  
percent of markup

<b>Overall Total Cost</b>			\$ 5,000.00
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\*\* Estimated cost for bid evaluation purposes only.

Please note: This information is being captured for auditing purposes.

Vendor must complete and return this Pricing Page upon request.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.

A no bid will result in disqualification.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

### BIDDER /VENDOR INFORMATION:

Vendor Name:	ALL- Pumps Sales + Service, Inc.
Address:	2182 Rt 75
City, St. Zip:	Kenova WV 25530
Phone No.:	304- 453 - 5610
Email Address:	tfellure,rspr@zoominternet.net

Tom Fellure

Vendor Signature:

8/19/24

Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2024

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

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

PRODUCER	CONTACT NAME: Sharon Rees
Highland Insurance Agency	PHONE (A/C, No, Ext): (304)529-3381
1526 3rd Ave	FAX (A/C, No): (304)529-6623
	E-MAIL ADDRESS: srrhighlandins@wvdsi.net
Huntington WV 25701	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Erie Insurance Company
All Pumps Sales & Service, Inc	INSURER B:
2182 Route 75	INSURER C:
	INSURER D:
Kenova WV 25530-9576	INSURER E:
	INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER						PRODUCTS - COMP/OP AGG \$
							\$
A	AUTOMOBILE LIABILITY			Q01 6830217	01/18/2024	01/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

West Virginia Department of Corrections  
Northern Regional Jail  
112 Northern Regional Correctional Drive  
Moundsville, WV 26041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:

Email:

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ACORD 25 (2016/03)

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# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV059831

CLASSIFICATION:

GENERAL BUILDING  
SPECIALTY

ALL PUMPS SALES & SERVICE INC  
DBA ALL PUMPS SALES & SERVICE INC  
2182 RT 75  
KENOVA, WV 25530

DATE ISSUED

JUNE 30, 2024

EXPIRATION DATE

JUNE 30, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



## 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.

**2A. 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.



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

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.

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

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

Question Submission Deadline: 8/07/2024 2:00pm EST

Submit Questions to: James Atkins  
WV Department of Homeland Security  
1124 Smith Street  
Charleston, WV 25301

Email: James.W.Atkins@wv.gov

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Yes

BUYER: James Atkins James.W.Atkins@wv.gov

SOLICITATION NUMBER: ARFQ 0608 DCR2500000003

BID OPENING DATE: 8/15/2024

BID OPENING TIME: 10:00am

FAX NUMBER: 304-558-1426

Addendum #1  
Changed  
8/19/24  
@ 2:30 PM

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendors 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.

**6. 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.

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

☐ This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**8. 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.

**9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

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



**12. NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as non-responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

**14. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

**2.4. "Director"** means the Director of the West Virginia Division of Administrative Services.

**2.5. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**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 the date indicated on the awarded contract and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

☒

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within <sup>60</sup>\_\_\_\_\_ days.

☐

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐

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

☐

**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 Award Document 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, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

☐ **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 received by the Agency prior to Contract award.

☐ **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 Agency prior to Contract award.



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



West Virginia Contractors License



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

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

Vendor must maintain:



**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_ per occurrence.



**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.



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



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



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



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



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



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



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

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

\_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

12. **PAYMENT IN ARREARS:** 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.

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

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

15. **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.

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. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

**18. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**19. 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.

**19A. VENUE:** All legal actions for damage brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**20. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**21. 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.

**22. 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.

**23. 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.

**24. 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 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.

**25. 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 and any other government agency or office that may be required to approve such assignments.



**26. 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 defects in material and workmanship.

**27. 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.

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

<http://www.state.wv.us/admin/purchase/privacy/default.html>

**28A. CONFIDENTIALITY POLICIES AND INFORMATION SECURITY**

**ACCOUNTABILITY:** The Vendor agrees to adhere to the Confidentiality Policies and Information Accountability Requirements set forth in the link below. At the Agencies sole discretion, the Agency can require the Vendor and its employees to execute the confidentiality agreement.

<http://www.state.wv.us/admin/purchase/privacy/default.html>

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

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

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

**30. LICENSING:** In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section.



**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer, 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.

**33. 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.



**34. 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.

**35. NO DEBT CERTIFICATION:** In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a Political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the State or a Political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

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

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

☐ Such reports as the Agency 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 Agency.

**38. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capital complex based upon results addressed from a criminal background check. The service provider is responsible for any costs associated with the fingerprint based state and federal background inquiry. Upon award 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.

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

ALL Pumps Sales + Service, Inc

(Name, Title)

Tom Fellars Tom Fellars

(Printed Name and Title)

Tom Fellars President

(Address)

2182 Rt 75 Herndon VA 22530

(Phone Number) / (Fax Number)

tfellars.esp@zoominteract.net

(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand that this Contract is subject to the provisions of West Virginia code and rules and applicable adopted procedures; therefore, purchases and contracts violating West Virginia Code and rules are void and of no effect.

(Company) ALL Pumps Sales + Service, Inc

(Authorized Signature)

Representative Name, Title)

Tom Fellars Tom Fellars President

(Printed Name & Title of Authorized Representative)

Tom Fellars President

(Date)

8/19/24

(Phone Number) (Fax Number)

304-453-5610

304-453-5640



## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized

Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



**SOLICITATION NUMBER: ARFQ 0608 DCR2500000003**  
**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Modify Bid opening date and time.

Modify specifications of product or service being sought.

Attachment of Vendor questions and responses.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**Vendor Question 01:**

Will the low bidder be required to install a temporary spare unit for use by the facility until the repaired unit is installed back?

**Agency Answer 01:**

Yes, a temporary unit will be required to be installed until the repaired unit is back and installed and, yes temporary will have its own bid item line.

**Vendor Question 02:**

Any bonding requirements

**Agency Answer 02:**

No

**Vendor Question 03:**

What is the bid receiving location

**Agency Answer 03:**

West Virginia Department of Homeland Security  
Division of Administrative Services  
Attn: James Atkins  
1124 Smith Street, 2<sup>nd</sup> Floor, Suite 2100  
Charleston, WV 25301

# ATTACHMENT A



## Exhibit B

1. Information on the existing muffin monster:
  - a. Manufacture: JWC Environmental, Inc.
  - b. Model no.: 3005-032-DI
2. The existing muffin monster is located in an open concrete pit.
3. The existing muffin monster has the following:
  - a. Wipe ready type cutters, drilled, and channeled end housings.
  - b. Delta P side rails.
  - c. One (1) main drive shaft.
  - d. One (1) driven shaft.
  - e. Four (4) cartridge bearing/mechanical seal assemblies.
  - f. One (1) drive gear.
  - g. One (1) driven gear.
  - h. Two (2) gear impact locking nuts with locking washers.

Please see below picture of the muffin monster:



**REQUEST FOR QUOTATION**  
**Muffin Monster Repair**  
**ARFQ 0608 DCR2500000003**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of the West Virginia Department of Corrections and Rehabilitation – Northern Regional Jail to establish a contract to rebuild existing Muffin monster. Northern Regional Jail has the following muffin monster that must be rebuilt (see Exhibit B). The facility is located at 112 Northern Regional Correctional Drive, Moundsville, WV 26041.
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 Item”** means contract items listed in section 3.1 as more fully described by these specifications.
  - 2.2 **“Pricing Page”** - means schedule of prices, and totals contained in wvOASIS or attached hereto as Exhibit A – Pricing Page and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** - means the official notice of an opportunity to supply the State with goods or services that is published by the WV Division of Administrative Services.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below.
    - 3.1.1 **Contract Item #1: Pickup and Delivery of Muffin Monster Charge:**
      - 3.1.1.1 Vendor must quote a flat rate that includes trip, truck, pickup and delivery of muffin monster from the facility.
    - 3.1.2 **Contract Item #2: Tear Down of Muffin Monster:**
      - 3.1.2.1 Vendor must quote a flat rate to disassemble the muffin monster and diagnose the unit.
    - 3.1.3 **Contract Item #3 Temporary Muffin Monster:**
      - 3.1.3.1 The contractor must provide and install a temporary Muffin Monster until the repair of the existing unit unit is in place.
      - 3.1.3.2 The contractor must remove the temporary Muffin Monster and reinstall the existing Muffin Monster.
      - 3.1.3.3 The contractor must do a startup to ensure that the system is functioning correctly.



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**3.1.4 Contract Item #4: Labor Hours:**

**3.1.4.1** Vendor must quote a flat labor rate per hour charge for an estimated quantity of 40 hours to install the repaired parts, reassemble the muffin monster grind head, and test to make sure the unit is repaired and is operating effectively and efficiently.

**3.1.5 Contract Item #4: Materials Plus Markup:**

**3.1.5.1** Vendor must provide base rate of markup for all parts needed to rebuild the muffin monster grinder head rebuild. Vendor must provide original invoices on any parts purchased under this contract.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** This Contract is intended to provide the WV Division of Corrections and Rehabilitation with a contract for the one-time repair for the Specifications listed above and as shown on Exhibit A – Pricing Page. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by providing the unit cost on the attached pricing page and on wvOASIS. Vendor shall complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid entered on the Pricing Page will result in vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page will lead to disqualification of vendors bid.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

**5. Ordering and Payment:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to

**REQUEST FOR QUOTATION**  
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processing Agency orders on-line.

**5.2 Invoicing and Payment:** Vendor shall accept payment in accordance with payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card (P-Card). Payments in advance is not permitted under this Contract.

**6. Vendor Default:**

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

- 6.1.1** Failure to provide Contract items listed on the Pricing Pages in accordance with the requirements contained herein.
- 6.1.2** Failure to comply with other specifications and requirements contained herein.
- 6.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 6.1.4** Failure to remedy deficient performance upon request.

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

- 6.2.1** Immediate cancellation of the Contract.
- 6.2.2** Immediate cancellation of an or more release orders issued under this Contract.
- 6.2.3** Any other remedies available in law or equity.

**7. MISCELLANEOUS:**

**7.1 No Substitutions:** Vendor shall supply only Contract Items listed on the Pricing Pages submitted in response to the Solicitation. Vendor shall not supply substitute items without prior written approval from the Division of Administrative Services.

**7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contracted Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

## REQUEST FOR QUOTATION

### Muffin Monster Repair

ARFQ 0608 DCR2500000003

**7.4 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:	Tom EllorP
Telephone Number:	304-453-5610
Fax Number:	304-453-5640
Email Address:	tfellor@zoominternet.net