



State of West Virginia
Agency Request for Quote

Proc Folder: 1645823

Doc Description: Thirty (30) Seperate Emergency Generator Contracts

Reason for Modification:

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-07	2025-03-21 10:30	ARFQ 0608 DCR2500000086	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Philip K Farley

(304) 549-1050

philip.k.farley@wv.gov

Vendor
Signature X

Sandy Wilson

FEIN#

DATE

3/20/2025

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

ADDITIONAL INFORMATION

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract per each, thirty (30) facilities to provide preventative, maintenance, inspections, load bank testing, corrective maintenance, and emergency generator rental for the emergency generators at multiple facilities.

INVOICE TO

DIVISION OF CORRECTIONS
- CENTRAL OFFICE
1124 SMITH STREET

SECOND FLOOR

CHARLESTON

WV

US

SHIP TO

DIVISION OF CORRECTIONS
- CENTRAL OFFICE
1409 GREENBRIER ST STE
300

CHARLESTON

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Contract Bid Amount				

Comm Code	Manufacturer	Specification	Model #
26111600			

Extended Description:

Thirty (30) Seperate Emergency Generator Contracts

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
2	Questions Deadline at 2:00 PM E.S.T.	2025-03-14
3	Bids Due by 10:30 AM E.S.T	2025-03-21

	Document Phase	Document Description	Page 3
DCR2500000086	Final	Thirty (30) Seperate Emergency Generator Contracts	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page 4
DCR2500000086	Final	Thirty (30) Seperate Emergency Generator Contracts	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Agency Request for Quote

Proc Folder: 1630104			Reason for Modification: Addendum No. 4:
Doc Description: Thirty (30) Seperate Emergency Generator Contracts			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-03	2025-03-07 10:30	ARFQ 0608 DCR2500000079	5

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Philip K Farley
(304) 549-1050
philip.k.farley@wv.gov

Vendor
Signature X

FEIN#

DATE

3/4/25

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

ADDITIONAL INFORMATION

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract per each, thirty (30) facilities to provide preventative, maintenance, inspections, load bank testing, corrective maintenance, and emergency generator rental for the emergency generators at multiple facilities.

INVOICE TO				SHIP TO			
DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US				DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Contract Bid Amount				

Comm Code	Manufacturer	Specification	Model #
26111600			

Extended Description:

Thirty (30) Separate Emergency Generator Contracts

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
2	Questions Deadline at 2:00 PM E.S.T.	2025-02-24
3	Bids Due by 10:30 AM E.S.T	2025-03-07

	Document Phase	Document Description	Page 3
DCR2500000079	Final	Thirty (30) Seperate Emergency Generator Contracts	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page 4
DCR2500000079	Final	Thirty (30) Seperate Emergency Generator Contracts	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

Addendum No. 4

Clarifications:

- C1: The contractor must include with their preventative maintenance (PM2) price to test the diesel in each emergency generator that operates on diesel and provide a report on the conclusion of the test to the facility.
- C2: The bid time and date has changed: 10:30 AM E.S.T. on March 7, 2025

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

Addendum No. 3

Questions:

Q1: If the rental generator is on Customer site for a period of one (1) year or accumulates approximately 250 operational hours (whichever occurs first), an additional maintenance fee will be invoiced to the Customer for payment. This is a separate fee than the PM1 and PM2. Is that acceptable?

A1: Yes, that is acceptable.

Clarifications:

C1: The bid time and date remains the same: 10:30 AM E.S.T. on March 5, 2025

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

Addendum No. 2

Questions:

Q1: If we use a Subcontractor for any proprietary work, are we able to have an overhead mark up on the Subcontractor invoice?

A1: The contractor can charge ten (10) percent overhead markup on subcontractor invoice for proprietary work only.

Clarifications:

C1: The bid time and date remains the same: 10:30 AM E.S.T. on March 5, 2025

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

Addendum No. 1

Questions:

Q1: What is the Voltage of each unit?

A1: Please see the attached revision no. 1 for Exhibit A.

Q2: Are all Generators approximately 20FT from a road or access area?

A2: Yes, to the best of my knowledge.

Q3: Can the PM2 (**Annual Service**) & PM3 (**2 Hour Load Bank Test**) be completed the same day?

A3: Yes.

Q4: Can the PM1 (**Inspection**) & PM4 (**4 Hour Load Bank Test**) Be completed the same day?

A4: Yes

Clarifications:

C1: The deadline for questions to be submitted remains the same: 2:00 PM E.S.T. on February 24, 2025

C2: The bid time and date remains the same: 10:30 AM E.S.T. on March 5, 2025

EXHIBIT A - REVISION NO. 1

ARFO 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION

Facility Name	Address	County	Manufacturer	Generator Model No.	Generator Serial No.	Voltage	kW Capacity	Fuel Type
Anthony Correctional Center and Jail	313 Anthony Center Drive, White Sulphur Springs, WV 24986	Greenbrier	Cummins	GGHF-1218271	L120432329	208 V / 3 Phase	70	LP gas
			Generac	SD0020GG222.2D18DPYY0	3015238564	208 V / 3 Phase	20	Diesel
			Generac	SD0100GG176.7D18DPYY3	3014965732	208 V / 3 Phase	100	Diesel
			Generac	SD0250GG178.7D18HPYY3	3015718892	208 V / 3 Phase	250	Diesel
			Generac	SD0100GG176.7D18DPYY3	3014984644	208 V / 3 Phase	100	Diesel
			Generac	SG0050GG264.5V18TBSYA	3014745033	208 V / 3 Phase	50	LP gas
Charleston Correctional Center and Jail	1356 Hansford Street, Charleston, WV 25301	Kanawha	Caterpillar	750S	CAT00C27EGDS00546	480 V / 3 Phase	750	Diesel
Denmar Correctional Center and Jail	4319 Denmar Road, Hillsboro, WV 24946	Pocahontas	Cummins	DFEL-1526834	K150980335	480 V / 3 Phase	450	Diesel
Huttonsville Correctional Center and Jail	US Route 250 South, Huttonsville, WV 26273	Randolph	Cummins	DFCC-5743361	K050855853	480 V / 3 Phase	350	Diesel
			Caterpillar	C4.4	CAT00C44HGLD00785	208 V / 3 Phase	75	Diesel
Lakin Correctional Center and Jail	11264 Ohio River Road, West Columbia, 25287	Mason	Caterpillar	C32 and SR5	JP500362 and GIN00968	480 V / 3 Phase	1,250	Diesel
			Cummins	DFHB-5550392	A020327870	480 V / 3 Phase	1,250	Diesel
Mount Olive Correctional Complex and Jail	I Mountinside Way, Mount Olive, WV 25185	Fayette	Caterpillar	D125P1	0LY00000CNA101728	208 V / 3 Phase	125	Diesel
Parkersburg Correctional Center and Jail	225 Holiday Hills Drive, Parkersburg, WV 26104	Wood	Cummins	KTA38-63	97396-11	480 V / 3 Phase	900	Diesel
Pruntytown Correctional Center and Jail	2006 Trap Springs Road, Grafton, WV 26354	Wood	Cummins	GGMCM8289851	97396-110	480 V / 3 Phase	900	Diesel
Saint Marys Correctional Center and Jail	2880 North Pleasants Highway, St. Mary's, WV 26170	Pleasants	Cummins	DQCB 750	J110263271	208 V / 3 Phase	29	Natural Gas
			Generac	DFAC	K80222878	480 V / 3 Phase	750	Diesel
			Generac	DGFB		208 V / 3 Phase	250	Diesel
			Generac	DFAC		208 V / 3 Phase	175	Diesel
Salem Correctional Center and Jail	7 Industrial Blvd, Industrial, WV 26426	Harrison / Doddridge	Generac	DFCC		208 V / 3 Phase	250	Diesel
			Generac			208 V / 3 Phase	350	Diesel
			Cummins	37188160	65306	480 V / 3 Phase	500	Diesel
			Cummins	DSGAC-4575039	E100119697	208 V / 3 Phase	150	Diesel
Central Regional Jail and Correctional Facility	1255 Dyer Hill Road, Sutton, WV 26601	Braxton	Cummins	M06F11138602	S1138602	208 V / 3 Phase	125	Diesel
			Future	Future	Future	208 V / 3 Phase	125	Diesel
Eastern Regional Jail and Correctional Facility, Building No. 1	94 Grapevine Road, Martinsburg, WV 25405	Berkley	Kohler	200ROZD81	2939515	208 V / 3 Phase	200	Diesel
			Kohler	NTA-855-62	33047	208 V / 3 Phase	250	Diesel

EXHIBIT A - REVISION NO. 1

ARFQ 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION

Facility Name	Address	County	Manufacture	Generator Model No.	Generator Serial No.	Voltage	kW Capacity	Fuel Type
Eastern Regional Jail and Correctional Facility, Building No. 2	38 Grapevine Road, Martinsburg, WV 25405	Berkley	Cummins	250DFML315IN	C880106403	208 V / 3 Phase	250	Diesel
North Central Regional Jail and Correctional Facility	1 Lois Lane, Greenwood, WV 26415	Marshall	Cummins	DFCC3379294	K9900015019	208 V / 3 Phase	350	Diesel
North Central Regional Jail and Correctional Facility	112 Northern Regional Correctional Drive,	Marshall	Generac	SD100K61767018	3001890293	208 V / 3 Phase	100	Diesel
			Detroit Diesel	350R02D81	324050	208 V / 3 Phase	350	Diesel
			Cummins	DSFAE-7585242	A090230822	208 V / 3 Phase	143	Diesel
Potomac Highlands Regional Jail and Correctional Facility	355 Dolan Drive, Augusta, WV 26704	Hampshire	Caterpillar	ZTS1120EC-4	4ZR04256	208 V / 3 Phase	300	Diesel
South Central Regional Jail and Correctional Facility	1001 Centre Way, Charleston, WV 25309	Kanawha	Kohler	250R0Z81	296847	208 V / 3 Phase	250	Diesel
Southern Regional Jail and Correctional Facility	1200 Airport Road, Beaver, WV 25813	Raleigh	Kohler	80637405	06VFI97009	208 V / 3 Phase	250	Diesel
South Western Regional Jail and Correctional Facility	1300 Gaston Caperton Drive, Holden, WV 25625	Logan	Cummins	NTA-855-G2	30358381	208 V / 3 Phase	500	Diesel
Tygart Valley Regional Jail and Correctional Facility	400 Abbey Road, Belington, WV 26250	Randolph	Cummins	DCC-5635969	KO30572050	208 V / 3 Phase	350	Diesel
Western Regional Jail and Correctional Facility	One O'Hanlon Place, Barboursville, WV 25504	Cabell	Cummins	DFCC	438KVA	208 V / 3 Phase	350	Diesel
Donald R. Kuhn Juvenile Center	One Lory Place, Julian, WV 25529	Boone	Cummins	DGCB	5629546	208 V / 3 Phase	60	Diesel
Gene Spadaro Juvenile Center	106 Martin Drive, Mt. Hope, WV 25880	Fayette	Cummins	300DCCB	A020327607	480 V / 3 Phase	300	Diesel
James H. Tiger Morton Juvenile Center	60 Manfred Holland Way, Dunbar, WV 25064	Kanawha	Cummins	DGFC-5659562	A040593386	208 V / 3 Phase	200	Diesel
J. M. Chick Buckbee Juvenile Center	144 Jerry Lane, Augusta, WV 26704	Hampshire	Cummins	DFGC-5600733	C030476638	208 V / 3 Phase	200	Diesel
Kenneth Honey Rubenstein Juvenile Center	141 Forestry Camp Road, Davis, WV 26260	Tucker	Cummins	DGFC	B020466892	208 V / 3 Phase	200	Diesel
Lorrie Yeager Juvenile Center	907 Mission Drive, Parkersburg, WV 26101	Wood	Cummins	DSGAC-7466339	K080222025	480 V / 3 Phase	150	Diesel
Robert Shell Juvenile Center	Two O'Hanlon Place, Barboursville, WV 25504	Cabell	Cummins	DSHAB-7482587	K080222734	480 V / 3 Phase	200	Diesel
Sam Perdue Juvenile Center	843 Shelter Road, Princeton, WV 24739	Mercer	Cummins	DSHAC-7482587	K080222735	480 V / 3 Phase	200	Diesel
			Caterpillar	SR4B	8DR01475	208 V / 3 Phase	250	Diesel
			Caterpillar	OLY D200P4	NN800949	208 V / 3 Phase	200	Diesel
			Cummins	DFAB-669506	J040700346	208 V / 3 Phase	230	Diesel

EXHIBIT A - REVISION NO. 1

ARFQ 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION

Facility Name	Address	County	Manufacture	Generator Model No.	Generator Serial No.	Voltage	kW Capacity	Fuel Type
Vicki V. Douglas Juvenile Center	900 Emmett Rousch Drive, Martinsburg, WV 25401	Berkley	Olympian - Caterpillar	D150P	LNAT001653	208 V / 3 Phase	150	Diesel

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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

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

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

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

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Division of Corrections and Rehabilitation. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to: 2:00 PM E.S.T. on February 24, 2025

1124 Smith Street, Suite 2100

Charleston, WV 25301

Fax: (304) 957-7622

Email: Philip.K.Farley@wv.gov (Email is the preferred method.)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Division of Corrections and Rehabilitation is binding.
6. **BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS in paper form delivered to the Division of Corrections and Rehabilitation at the address listed below either in person or by courier, or in facsimile form by faxing to the Division of Corrections and Rehabilitation at the number listed below. Notwithstanding the foregoing, the Division of Corrections and Rehabilitation may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Division of Corrections and Rehabilitation will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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

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

Bid Delivery Address and Fax Number:

Division of Administrative Services
1124 Smith Street, Suite 2100
Charleston, WV 25301
Fax: 304-957-7622

A bid submitted in paper or facsimile form should contain the information listed below on the face of the envelope or fax cover sheet otherwise the bid may be rejected by the Division of Corrections and Rehabilitation:

SEALED BID: Thirty (30) Separate Contracts, Emergency Generator Contract

VENDOR NAME:

BUYER: Philip Farley

SOLICITATION NO.: ARFQ 0608 DCR2500000079

BID SUBMISSION DEADLINE TIME AND DATE: 10:30 AM E.S.T. on March 5, 2025

FAX NUMBER: 304-957-7622

The Division of Corrections and Rehabilitation may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor’s inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

Bid Opening Date and Time: 11:00 AM E.S.T. on March 5, 2025

Bid Opening Location:

Division of Administrative Services
1124 Smith Steet, Suite 2100
Charleston, WV 25301

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Division of Corrections and Rehabilitation. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Division of Corrections and Rehabilitation, is strictly prohibited without prior Division of Corrections and Rehabilitation approval. Division of Corrections and Rehabilitation approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with 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 Division of Corrections and Rehabilitation with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior

to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

16. **WAIVER OF MINOR IRREGULARITIES:** The Division of Corrections and Rehabilitation reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
17. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Division of Corrections and Rehabilitation staff immediately upon bid opening. The Division of Corrections and Rehabilitation will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Division of Corrections and Rehabilitation to print or electronically save documents provided that those documents are viewable by the Division of Corrections and Rehabilitation prior to obtaining the password or removing the access restriction.
18. **NON-RESPONSIBLE:** The Division of Corrections and Rehabilitation reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when it is determined 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.”
19. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”
20. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code § 5-22-1 et seq., and § 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Division of Corrections and Rehabilitation constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Division of Corrections and Rehabilitation 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.

21. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Division of Corrections and Rehabilitation reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
22. **EMAIL NOTIFICATION OF AWARD:** The Division of Corrections and Rehabilitation will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Division of Corrections and Rehabilitation with a valid email address in the bid response. Bidders may also monitor wvOASIS website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Division of Corrections and Rehabilitation, or 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. "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. "Award Document"** means the document signed by the Division of Corrections and Rehabilitation, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Corrections and Rehabilitation.
 - 2.6. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Terms will be for a period of one (1) year. The Initial Contract Terms becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Division of Corrections and Rehabilitation, and the Vendor, with approval of the Division of Corrections and Rehabilitation and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Division of Corrections and Rehabilitation 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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Division of Corrections and Rehabilitation, and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for _____ years;

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

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

☐ **Other:** Contract Term specified in _____.

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

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

☐ **Open End Contract:** Quantities listed in this Solicitation 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, Division of Corrections and Rehabilitation, and Attorney General's office.

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

6. **EMERGENCY PURCHASES:** The Division of Corrections and Rehabilitation 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 Division of Corrections and Rehabilitation, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Division of Corrections and Rehabilitation by the Vendor as specified below.

☒ **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 prior to Contract award, in a form acceptable to the Division of Corrections and Rehabilitation.

☒ West Virginia Contractors License

exemption letter

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.

8. **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 coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:
_____ per occurrence.

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

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

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

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

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

☐

☐

9. **WORKERS' COMPENSATION INSURANCE:** 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.
10. **VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
11. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:
- ☐ _____ for _____
- ☐ Liquidated Damages Contained in the Specifications.
- ☒ Liquidated Damages Are Not Included in this Contract.
12. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
13. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price
- Revised 4/29/2024

adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. **PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
15. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
16. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
19. **CANCELLATION:** The Division of Corrections and Rehabilitation 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 Division of Corrections and Rehabilitation may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
20. **TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
21. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

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

23. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
24. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Division of Corrections and Rehabilitation, and the Vendor, with approval of the Division of Corrections and Rehabilitation, and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Division of Corrections and Rehabilitation, and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
25. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
26. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Division of Corrections and Rehabilitation such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
27. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Division of Corrections and Rehabilitation, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
28. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
30. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements.
- 30A. **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>
31. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

32. **LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Division of Corrections and Rehabilitation to verify that the Vendor is licensed and in good standing with the above entities.

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

33. **ANTITRUST:** In submitting a bid to, sign a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the Division of Corrections and Rehabilitation tenders the initial payment to Vendor.
34. **VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code § 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.
- 38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 39. REPORTS:** Vendor shall provide the Agency 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 Division of Corrections and Rehabilitation.
- 40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Division of Corrections and Rehabilitation Facilities based upon results addressed from a criminal background check.

- 41. 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.

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

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

44. **REQUIREMENTS PER W. VA. CODE § 15A-3-14:** The commissioner, or division, shall not award a contract or renew a contract 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:

- a. The debt owed is an amount greater than \$1,000 in the aggregate; or
- b. The debtor is in employer default.

The division has the authority to run criminal background checks, financial background checks, a licensing check, and a credit check, and any vendor, or any and all principals in a company or corporation, must submit to said checks to be eligible to be awarded a contract for the division. The commissioner, or division, shall not award a contract to a vendor if any of the following are present:

- a. Conviction of an offense involving fraud or a felony offense in connection with obtaining or attempting to obtain a public contract or subcontract;
- b. Conviction of any federal or state antitrust statute relating to the submission of offers;
- c. Conviction of an offense involving embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property in connection with the performance of a contract;
- d. Conviction of a felony offense demonstrating a lack of business integrity or business honesty that affects the present responsibility of the vendor or subcontractor;
- e. Default on obligations owed to the state, including, but not limited to, obligations owed to the Workers' Compensation Fund, as defined in [§23-2C-1 et seq.](#) of this code, and obligations under the West Virginia Unemployment Compensation Act and West Virginia state tax and revenue laws. For purposes of this subsection, a vendor is in default when, after due notice, the vendor fails to submit a required payment, interest thereon, or penalty, and has not entered into a repayment agreement with the appropriate agency of the state or has entered into a repayment agreement but does not remain in compliance with its obligations under the repayment agreement. In the case of a vendor granted protection by order of a federal bankruptcy court or a vendor granted an exemption under any rule of the Bureau of Employment Programs or the Insurance Commission, the commissioner may award a contract: *Provided*, That in no event may the contract be awarded to any vendor who has not paid all current state obligations for at least the four most recent calendar quarters, excluding the current calendar quarter, or with respect to any vendor who is in default on a repayment agreement with an agency of the state;
- f. The vendor is not in good standing with a licensing board, in that the vendor is not licensed when licensure is required by the law of this state, or the vendor has been found to be in

violation of an applicable licensing law after notice, opportunity to be heard, and other due process required by law;

- g. The vendor is an active and knowing participant in dividing or planning procurements to circumvent the \$25,000 threshold requiring a sealed bid or otherwise avoid the use of a sealed bid; or
- h. Violation of the terms of public contracts or subcontracts for:
 - 1) Willful failure to substantially perform in accordance with the terms of one or more public contracts;
 - 2) Performance in violation of standards established by law or generally accepted standards of the trade or profession amounting to intentionally deficient or grossly negligent performance on one or more public contracts;
 - 3) Use of substandard materials on one or more public contracts or defects in construction in one or more public construction projects amounting to intentionally deficient or grossly negligent performance, even if discovery of the defect is subsequent to acceptance of a construction project and expiration of any warranty thereunder;
 - 4) A repeated pattern or practice of failure to perform so serious and compelling as to justify disqualification; or
 - 5) Any other cause of a serious and compelling nature amounting to knowing and willful misconduct of the vendor that demonstrates a wanton indifference to the interests of the public and that caused, or that had a substantial likelihood of causing, serious harm to the public.

Unless the context clearly requires a different meaning, for the purposes of this section, the term:

- a. “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, amounts owed to the Workers’ Compensation Fund as defined in [§23-2C-1 et seq.](#) of this code, penalty, or other assessment or surcharge 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;
- b. “Debtor” means any individual, corporation, partnership, association, limited liability company, or any other form of business association owing a debt to the state or any of its political subdivisions, and includes any person or entity that is in employer default;
- c. “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 [§23-2C-2](#) of this code, 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;

- d. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function and whose jurisdiction is coextensive with one or more counties or municipalities; and
- e. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company, or any other form of business association or other entity whatever, 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.

The prohibitions of subdivision (5), subsection (f) of this section do not apply where a vendor has contested any tax administered pursuant to chapter 11 of this code, amount owed to the Workers' Compensation Fund as defined in [§23-2C-1](#) *et seq.* of this code, 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.

The division may disqualify a vendor if award to the vendor would jeopardize the safe, secure, and orderly operations of the division.

All bids, contract proposals, or contracts with the state or any of its political subdivisions submitted or approved under the provisions of this code shall include an affidavit that the vendor, prospective vendor, or a related party to the vendor or prospective vendor is not in employer default and does not owe any debt in an amount in excess of \$1,000 or, if a debt is owed, that the provisions of subsection (h) of this section apply.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. **BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000.00:
 - a. **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
 - b. **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - c. **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 delivered to the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - d. **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Division of Corrections and Rehabilitation shall promptly request by telephone and electronic mail that the low bidder and

second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Division of Corrections and Rehabilitation. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post- accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
6. **PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
7. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.
8. **LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;
- (2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting, or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water, or sewer projects.) The subcontractor list shall be provided to the Division of Corrections and Rehabilitation within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Division of Corrections and Rehabilitation shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within

one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Division of Corrections and Rehabilitation's request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
 - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.
 - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Kelly Generator & Equipment Inc

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 4/29/2024

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications prior to sending the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Division of Corrections and Rehabilitation at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Catherine Kaplan, Customer Service
(Name, Title)
Catherine Kaplan, Customer Service
(Printed Name and Title)
1955 Dale Ln Owings MD 20736 (corp office)
(Address)
410-257-5225
(Phone Number) / (Fax Number)
Contracts@kge.com
(Email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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..

Kelly Generator + Equipment Inc.
(Company)

Sandy Wilson, VP of Operations
(Authorized Signature) (Representative Name, Title)

Sandy Wilson VP of Operations
(Printed Name and Title of Authorized Representative) (Date)

3/6/25
(Date)

410-257-5225
(Phone Number) (Fax Number)

Swilson@kge.com
(Email Address)

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Kelly Generator & Equipment Inc.
Company

Catherine Kaplan
Authorized Signature

3/4/25
Date

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, John E Kelly, III, after being first duly sworn, depose and state as follows:

1. I am an employee of Kelly Generator & Equipment Inc; and,
(Company Name)
2. I do hereby attest that Kelly Generator & Equipment Inc
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: John E Kelly, III
 Signature: [Signature]
 Title: Safety Officer
 Company Name: Kelly Generator & Equipment Inc
 Date: March 6th, 2025

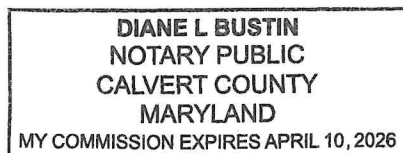
STATE OF WEST VIRGINIA, Maryland

COUNTY OF Calvert, TO-WIT:

Taken, subscribed and sworn to before me this 6th day of March, 2025.

By Commission expires 4/10/26

(Seal)



[Signature]
 (Notary Public)

Agency _____
 REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kelly Generator & Equipment Inc. 1955 Dale Lane
_____ of Owings MD 20736, as Principal, and Selective Insurance Company of America 40 Wantage
Avenue of Branchville NJ 07890, a corporation organized and existing under the laws of the State of _____
New Jersey with its principal office in the City of Branchville, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of 5% of total bid (\$ 5%), for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Maintain & Service generators

NOW THEREFORE,

(a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
 way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this 05 day of March, 2025.

Principal Seal

Kelly Generator & Equipment Inc.
 (Name of Principal)
 By Jandy Wilson
 (Must be President, Vice President, or
 Duly Authorized Agent)
VICE PRESIDENT OF OPERATIONS
 (Title)

Surety Seal

Selective Insurance Company of America (Name of
Donna Bond
 Donna J. Bond Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal,
 and must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Donna Bond**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,000,000.00**

Signed this 5th day of March, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

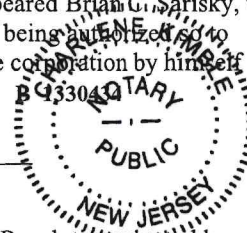
:ss. **Branchville**

COUNTY OF SUSSEX :

On this 5th day of March, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 5th day of March, 2025.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1330434

STATEMENT OF FINANCIAL CONDITION

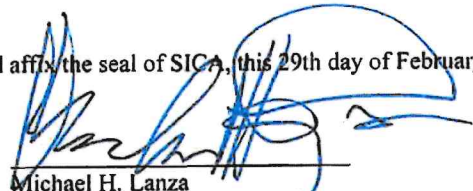
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	516,212
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	938,765
Other admitted assets	213,571		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.

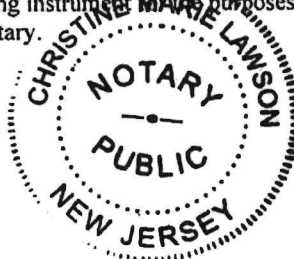

Michael H. Lanza
SICA Corporate Secretary


STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 29 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public

My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1330434

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is
\$ 1,000,000.00 .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(Signature of certifying agent/officer)

Timothy A. Marchio

(Printed name of certifying agent/officer)

Vice President, Bond SBU

(Title of certifying agent/officer)

Dated: 03/05/2025

(month, day, year)

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

Contract Manager: Catherin Kaplan
Telephone Number: 410-257-5225
Fax Number: 410-257-5227
Email Address: CKaplan@kge.com

END OF SPECIFICATIONS

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

EXHIBIT A – FACILITY EMERGENCY GENERATOR INFORMATION

EXHIBIT A

ARFQ 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION

Facility Name	Address	County	Manufacture	Generator Model No.	Generator Serial No.	kW Capacity	Fuel Type
Anthony Correctional Center and Jail	313 Anthony Center Drive, White Sulphur Springs, WV 24986	Greenbrier	Cummins	GGHF-1218271	L120432329	70	LP gas
			Generac	SD0020GG222.2D18DPYY0	3015238564	20	Diesel
			Generac	SD0100GG176.7D18DPYY3	3014965732	100	Diesel
			Generac	SD0250GG178.7D18HPYY3	3015718892	250	Diesel
			Generac	SD0100GG176.7D18DPYY3	3014984644	100	Diesel
Charleston Correctional Center and Jail	1356 Hansford Street, Charleston, WV 25301	Kanawha	Generac	SG0050GG264.5V18TBSYA	3014745033	50	LP gas
Denmar Correctional Center and Jail	4319 Denmar Road, Hillsboro, WV 24946	Pocahontas	Caterpillar	750S	CAT00C27EGDS00546	750	Diesel
Huttonsville Correctional Center and Jail	US Route 250 South, Huttonsville, WV 26273	Randolph	Cummins	DFEJ-1526834	K150980335	450	Diesel
Lakin Correctional Center and Jail	11264 Ohio River Road, West Columbia, 25287		Cummins	DFCC-5743361	K050855853	350	Diesel
Mount Olive Correctional Complex and Jail	1 Mountainside Way, Mount Olive, WV 25185		Caterpillar	C4.4	CAT00C44HGLD00785	75	Diesel
Parkersburg Correctional Center and Jail	225 Holiday Hills Drive, Parkersburg, WV 26104		Caterpillar	C32 and SR5	JP500361 and G1N00968	1,250	Diesel
Pruntytown Correctional Center and Jail	2006 Trap Springs Road, Grafton, WV 26354	Mason	Caterpillar	C32 and SR5	JP500362 and G1N00969	1,250	Diesel
			Cummins	DFHB-5550392	A020327870	800	Diesel
			Caterpillar	D125P1	0LY00000CNAT01728	125	Diesel
			Cummins	KTA38-63	97396-11	900	Diesel
			Cummins	KTA38-63	97396-110	900	Diesel
		Wood	Cummins	GGMC8289851	J110263271	29	Natural Gas
		Taylor	Cummins	DQCB 750	K80222878	750	Diesel
Saint Marys Correctional Center and Jail	2880 North Pleasants Highway, St. Mary's, WV 26170	Pleasants	Generac	DFAC		250	Diesel
			Generac	DGFB		175	Diesel
			Generac	DFAC		250	Diesel
			Generac	DFAC		250	Diesel
			Generac	DFCC		350	Diesel

EXHIBIT A

ARFQ 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION

Facility Name	Address	County	Manufacture	Generator Model No.	Generator Serial No.	kW Capacity	Fuel Type
Salem Correctional Center and Jail	7 Industrial Blvd, Industrial, WV 26426	Harrison / Doddridge	Cummins	37188160	65306	500	Diesel
			Cummins	DSGAC-4575039	E100119697	150	Diesel
			Cummins	M06F11138602	S1138602	125	Diesel
			Future	Future	Future	125	Diesel
Central Regional Jail and Correctional Facility	1255 Dyer Hill Road, Sutton, WV 26601	Braxton	Kohler	200ROZD81	2939515	200	Diesel
Eastern Regional Jail and Correctional Facility, Building No. 1	94 Grapevine Road, Martinsburg, WV 25405	Berkley	Kohler	NTA-855-62	33047	250	Diesel
Eastern Regional Jail and Correctional Facility, Building No. 2	38 Grapevine Road, Martinsburg, WV 25405	Berkley	Cummins	250DFML315IN	C880106403	250	Diesel
North Central Regional Jail and Correctional Facility	1 Lois Lane, Greenwood, WV 26415	Marshall	Cummins	DFCC3379294	K9900015019	350	Diesel
			Generac	SD100K61767018	3001890293	100	Diesel
			Detroit Diesel	350R0ZD81	324050	350	Diesel
			Cummins	DSFAE-7585242	A090230822	143	Diesel
Potomac Highlands Regional Jail and Correctional Facility	355 Dolan Drive, Augusta, WV 26704	Hampshire	Caterpillar	ZTS1120EC-4	4ZR04256	300	Diesel
South Central Regional Jail and Correctional Facility	1001 Centre Way, Charleston, WV 25309	Kanawha	Kohler	250R0Z81	296847	250	Diesel
Southern Regional Jail and Correctional Facility	1200 Airport Road, Beaver, WV 25813	Raleigh	Kohler	80637405	06VF197009	250	Diesel
South Western Regional Jail and Correctional Facility	1300 Gaston Caperton Drive, Holden, WV 25625	Logan	Cummins	NTA-855-G2	30358381	500	Diesel
Tygart Valley Regional Jail and Correctional Facility	400 Abbey Road, Belington, WV 26250	Randolph	Cummins	DCC-5635969	KO30572050	350	Diesel
Western Regional Jail and Correctional Facility	One O'Hanlon Place, Barboursville, WV 25504	Cabell	Cummins	DFCC	438KVA	350	Diesel
Donald R. Kuhn Juvenile Center	One Lory Place, Julian, WV 25529	Boone	Cummins	DGCB	5629546	60	Diesel
			Cummins	300DCCB	A020327607	300	Diesel

EXHIBIT A**ARFQ 0608 DCR2500000079 - EMERGENCY GENERATOR CONTRACT: FACILITY GENERATOR INFORMATION**

Facility Name	Address	County	Manufacture	Generator Model No.	Generator Serial No.	kW Capacity	Fuel Type
Gene Spadaro Juvenile Center	106 Martin Drive, Mt. Hope, WV 25880	Fayette	Cummins	DGFC-5659562	A040593386	200	Diesel
James H. Tiger Morton Juvenile Center	60 Manfred Holland Way, Dunbar, WV 25064,	Kanawha	Cummins	DFGC-5600733	C030476638	200	Diesel
J. M. Chick Buckbee Juvenile Center	144 Jerry Lane, Augusta, WV 26704	Hampshire	Cummins	DGFC	B020466892	200	Diesel
Kenneth Honey Rubenstein Juvenile Center	141 Forestry Camp Road, Davis, WV 26260	Tucker	Cummins	DSGAC-7466339	K080222025	150	Diesel
			Cummins	DSHAB-7482587	K080222734	200	Diesel
			Cummins	DSHAC-7482587	K080222735	200	Diesel
Lorrie Yeager Juvenile Center	907 Mission Drive, Parkersburg, WV 26101	Wood	Caterpillar	SR4B	8DR01475	250	Diesel
Robert Shell Juvenile Center	Two O'Hanlon Place, Barboursville, WV 25504	Cabell	Caterpillar	OLY D200P4	NN800949	200	Diesel
Sam Perdue Juvenile Center	843 Shelter Road, Princeton, WV 24739	Mercer	Cummins	DFAB-669506	J040700346	230	Diesel
Vicki V. Douglas Juvenile Center	900 Emmett Rousch Drive, Martinsburg, WV 25401	Berkley	Olympian – Caterpillar	D150P	LNAT001653	150	Diesel

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

EXHIBIT B – PREVENTATIVE MAINTENANCE AND INSPECTION (PM1 AND PM2)
REQUIREMENTS

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

EXHIBIT B – PREVENTATIVE MAINTENANCE AND INSPECTION (PM1 AND
PM2) REQUIREMENTS

1. Contractor shall perform the following preventative maintenance services:
 - A. Generator Engine:
 - 1) Check condition & tension of all belts.
 - 2) Check super/turbocharger for leaks and wear.
 - B. Lubricating Oil System:
 - 1) Check lube oil condition and level.
 - 2) Check for oil leaks.
 - 3) Check and/or change hydraulic governor oil level (if applicable).
 - 4) Change lube oil and filters.
 - B. Cooling System:
 - 1) Check coolant condition and level.
 - 2) Record anti-freeze protection level.
 - 3) Record DCA protection level.
 - 4) Check for coolant leaks.
 - 5) Check operation of coolant heater.
 - 6) Check condition of coolant hoses.
 - 7) Check condition and operation of remote radiator (if applicable).
 - 8) Change coolant filter.
 - C. Exhaust System:

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

- 1) Check exhaust system condition for leaks.

D. Air Induction System:

- 1) Inspect air cleaner and remove dust (dry type filter).
- 2) Check hoses, clamps, and air restriction indicator.
- 3) Check air and vent tube connections.
- 4) Clean and inspect crankcase breather.

E. Fuel System:

- 1) Check fuel lines and connections.
- 2) Check day tank fuel level.
- 3) Check for fuel leaks.
- 4) Check transfer or day tank pump.
- 5) Check fuel filter(s) and clean fuel bowl (if applicable).

F. Electrical:

- 1) Inspect AC/DC brushes and commutator (if applicable).
- 2) Inspect commutator.
- 3) Inspect collector ring (if applicable).
- 4) Inspect electrical connections.

G. Battery:

- 1) Check connections and clean if needed.
- 2) Check battery condition and solution level.

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

- 3) Check starting system operation.
- 4) Record cranking voltage.
- 5) Note overall condition of battery system.
- 6) Check condition of charger and record battery charge amps and volts.

H. Operating Checks:

- 1) Run and check for proper: lube oil pressure, water temperature, coolant, temperature, oil temperature, alternator charge rate, voltage, and frequency.
- 2) Run and check for normal operation and leaks
- 3) Check for vibration.
- 4) Check operation of louvers.
- 5) Check for proper governor operation.
- 6) Record all gauge and meter readings.

I. Automatic Transfer Switch:

- 1) Check output of generator AC voltage.
- 2) Check condition of voltage sensors.
- 3) Check for proper adjustment of times (if applicable).
- 4) Check for proper adjustment of start relay.

J. Exerciser Clock:

- 1) Check for proper operation.

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

EXHIBIT C – SECURITY DOCUMENTS



STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS
AND REHABILITATION



WILLIAM K MARSHALL, III
COMMISSIONER

ROB CUNNINGHAM
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 Telephone
304-558-5367 Fax

To: Effected Design Firms, Contractors, and Subcontractors

From: Philip Farley 
Director of Engineering, Construction, and Maintenance

Date: October 25, 2024

Subject: SECURITY, GENERAL REQUIREMENTS, AND REQUIRED FORMS

To all design firms, contractors, and subcontractors, including all employees affiliated with the design, construction, and maintenance projects. As Director of Engineering, Construction, and Maintenance for the West Virginia Division of Corrections and Rehabilitation, currently, I am reminding you that at a Correctional, Jail, or Juvenile Facility, the following restrictions and rules apply to you and your employees:

- A. Security – All design firms, contractors, and subcontractors must comply with all Division of Corrections and Rehabilitation Facility security requirements. This includes but not limited to the following:
1. Before work each day at the jobsite, everyone from the design firms, contractors, and subcontractors will be required to sign-in. After work each day at the jobsite, everyone will be required to sign-out. This is to have accountability to know exactly how many individuals and who is at the DCR facility in the event something that would happen.
 2. All design firms, contractors, and subcontractors will receive a security orientation prior to working on site if applicable at the DCR facility.
 3. All design firms, contractors, and subcontractors will be issued a temporary ID if applicable at the DCR facility and must be surrendered at the end of each workday. All design firms, contractors, and subcontractors will be required to turn in federal or state issued photo ID each day if applicable at the DCR facility before they can pick up a temporary ID. The federal or state issued

photo ID will be returned at the end of the work when the temporary ID is returned to the DCR facility.

4. It is the design firms, contractors, and subcontractors responsibility to notify the DCR facility as much in advance of any deliveries. All contractors and subcontractors must give a minimum of twenty-four (24) hour advance notice.
5. There are a lot of inmates that are out and about at the DCR facility grounds. Design firms, contractors, and subcontractors are not permitted to socialize or mingle with inmates or give them any items. For example, tobacco products, knives, tools, and cell phones, etc.
6. The introduction of contraband, for example, weapons, drugs, alcohol, cell phones, etc., will result in prosecution.
7. All design firms, contractors, and subcontractors are subject to be searched, at any time, via pat-down, use of the special operations, or the K-9 unit.
8. All design firms, contractors, and subcontractors vehicles are subject to be searched at any time.
9. It is the design firms, contractors, and subcontractors responsibility to make sure that the keys are not left in the vehicle, all windows are up, and the doors are locked on all vehicles.
10. All design firms, contractors, and subcontractors are to remain in their work areas unless an emergency dictates otherwise.
11. All design firms, contractors, and subcontractors must stay in the same area as their escort. If any individual or individuals do not comply, they will be escorted off the DCR facility property and could potentially not be allowed back on site.
12. No design firms, contractors, or subcontractors are permitted to have cell phones at the DCR facility buildings or inside the perimeter fence areas. All individuals must leave their cell phones locked up in their vehicle. The contractor's field superintendent or foreman may use their cell phone, but is at the discretion of the DCR, and will be handled as a case-by-case scenario.
13. The DCR facility has a certain designated smoking area outside the perimeter fence. That is the only area that is permitted for use tobacco products. Tobacco products are not permitted inside any of the buildings or anywhere inside the perimeter fenced in area.

14. Any individual or individuals of the design firms, contractors, or subcontractors who show up at the facility for work and are under the influence of drugs and/or alcohol will be escorted off site and lose their privileges of ever working at the current or any future DCR facilities.
- B. Tools - All design firms, contractors, and subcontractors must comply with all Division of Corrections and Rehabilitation Facility tool security requirements. This includes but not limited to the following:
1. Itemized list of all tools being brought to the jobsite. This includes but not limited to tools that are in a toolbox, vehicle, etc.
 2. Checking all tools brought into the DCR facility at the beginning of the workday.
 3. Checking all tools being removed from the DCR facility at the end of the workday.
 4. Keeping all tools locked up while not in use.
 5. Immediately report any missing tools.
 6. No tools such as knives or razor blades are to be thrown away into the back of a dump truck, trash, dumpster, etc. All tools that are to be thrown away are to be given to the escort to throw away.
 7. To make it simpler, the design firms, contractors, and subcontractors can have a large lockable toolbox with all their tools in. The DCR facility will have a designated area for the toolbox to be stored and will be discussed in more detail at the pre-construction meeting. This will be handled as a case-by-case scenario depending on where the project is located the DCR facility.
- C. Vehicle trailers, office trailers, designated parking areas, etc. - All design firms, contractors, and subcontractors must comply with all Division of Corrections and Rehabilitation Facility parking and vehicle requirements. This includes but is not limited to the following:
1. All design firms, contractors, and subcontractors parking will be located in the DCR facility parking lot area outside perimeter fence.
 2. Any vehicle of the design firms, contractors, and subcontractors that will need to be taken into the perimeter security fence area will require special approval from the DCR facility.
 3. All design firms, contractors, and subcontractors who have approval to drive a vehicle inside the perimeter security fence area are only permitted to go through the designed gate area.
 4. All design firms, contractors, and subcontractors vehicles are only allowed to be parked inside the perimeter security fence area for as minimal time as required.

5. No design firms, contractors, and subcontractors vehicles such as a dump truck, trailer, tool truck, testing truck, etc. are permitted to be left inside the perimeter security fence area overnight.
6. Office trailers, supply trailers, and material storage containers are not permitted to be placed anywhere inside the perimeter security fence.
7. Office trailers, supply trailers, material storage containers are only allowed to be setup in an approved designed area outside the perimeter security fence.

D. Damages:

1. Any damages occurring to the building or property resulting from the design firms, contractor's or subcontractors' performance of this work shall be responsibility of the design firm, contractor, and subcontractor to repair at the design firms, contractor's and subcontractor's expense; either by using his/her own forces or that of an approved subcontractor. The repair method and the finished product will be subject to the approval of the owner.

E. Cleanup:

1. The design firms, contractors, and subcontractors shall keep the work area clean as possible during the entire progress of work and shall be responsible for to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractors or subcontractors to dispose of unless otherwise noted. The design firms, contractors, and subcontractors are not permitted to remove any items from the DCR facility unless it specifically states in the contract. Anyone caught stealing items from the DCR facility will be prosecuted.

F. Safety and safety equipment:

1. All design firms, contractors, and subcontractors shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the design firms, contractors, and subcontractors. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the DCR facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

G. Certificate of Understanding:

1. Each individual that works for the design firms, contractors, and subcontractors will be required to review to execute a Certificate of Understanding, certifying they understand and will comply with the rules listed above. Failure to comply with any of the rules may result in banishment from all

the DCR facilities. There is a separate form with the required information to be filled out.

H. NCIC Security Background Check Information:

1. Each individual that works for the design firms, contractors, and subcontractors will be required to complete the NCIC Security Background Information Form if they will be working on the contract / project. This will not be required for someone delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles. there is a separate form for the required information to be filled out.

I. Prison Rape Elimination Act (PREA):

1. Each individual that works for the design firms, contractors, and subcontractors will be required to review PREA Sexual Misconduct Questionnaire and answer the questions concerning PREA. Each individual will also be required to fill out the additional information below the questions, sign, and date.
 2. Each individual that works for the design firms, contractors, and subcontractors will be required to review the Prison Rape Elimination Act Acknowledgement for Volunteers, Contractors, and Mentors. Each individual will also be required to fill out the additional information on the Contact Information Required for Volunteers, Contractors, and Mentors, sign, and date.
 3. Any individual who failures to complete the PREA forms will not be permitted to work on the construction project at the DCR facility. There are separate forms for the required information to be filled out.
- J. Each individual that completes the required documents must make sure all their information is neat, clear, and easily readable. If it is not, the individual will be required to redo the documents.

Should you have any additional questions or concerns, please do not hesitate to let me know at your earliest convenience.



STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS
AND REHABILITATION



WILLIAM K MARSHALL, III
COMMISSIONER

ROB CUNNINGHAM
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 Telephone
304-558-5367 Fax

CERTIFICATE OF UNDERSTANDING

I hereby acknowledge that I have read, understand, and will comply with each of the rules of the security and general requirements of the Division of Corrections and Rehabilitation Facilities, including but not limited to, design projects, construction projects, and maintenance contracts from the Director of Engineering, Construction, and Maintenance dated March 8, 2024. I understand that I may be subject to removal from the facility resulting from violations of any of these rules.

Company Name: _____

Employee Name: _____

Date: _____

Signature: _____



STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS
AND REHABILITATION



WILLIAM K MARSHALL, III
COMMISSIONER

ROB CUNNINGHAM
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 Telephone
304-558-5367 Fax

NCIC SECURITY BACKGROUND CHECK INFORMATION

Date: _____ Reason for Request: _____

Name: _____
Last First Full Middle

Maiden Name: (if applicable): _____

Address: _____

City: _____

State: _____ Zip: _____

Birth Date: _____ Place of Birth: _____
City State

Country of Citizenship: _____

Social Security Number: _____

Gender: Male _____ Female _____ Driver's License Number _____

Race: _____ Height: _____ Eye Color: _____

Weight: _____ Hair Color: _____

I agree to allow Division of Corrections and Rehabilitation to conduct a criminal background check. I allow the Division of Corrections and Rehabilitation and its employees of any and all liabilities and damages that may result for me as a result of the investigation. I agree to abide by all rules and regulations of the institution.

Signature

Date

**Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311**

Sexual Misconduct Questionnaire

The WVDCR has a zero-tolerance policy for sexual abuse and sexual harassment of offenders in DCR custody. The following questions shall be asked of new hires, existing staff upon promotion and in conjunction with the agency's four-year background check process, volunteers, contractors, mentors and interns who may have direct contact with offenders. These questions deal with previous acts of sexual misconduct in which the individual responding to the questionnaire was the instigator or perpetrator of sexual abuse or sexual harassment of an incarcerated person.

Have you ever engaged in sexual abuse or harassment of an incarcerated person while employed in a prison, jail, lockup, community confinement facility or juvenile facility or other institution? **Yes / No**

Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats, or coercion, or if the victim did not consent or was unable to consent or refuse? **Yes / No**

Have you ever been civilly or administratively adjudicated to have engaged in sexual activity in the community facilitated by force, overt or implied threats, or coercion, or if the victim did not consent or was unable to consent or refuse? **Yes / No**

Have you ever been involved in a relationship with an incarcerated person while employed in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution? **Yes / No**

Have you ever resigned or otherwise left employment at a prison, jail, lockup, community confinement facility, juvenile facility, or other institution while under investigation for allegations related to sexual misconduct? **Yes / No**

By signing below, you acknowledge and affirm that you have answered the above questions honestly and truthfully. You understand that material omissions regarding sexual misconduct or providing false information shall be grounds for termination or denial of access to DCR facilities. A criminal background check will be completed prior to being hired or gaining access to a DCR facility.

Printed Name & Signature

Date

Printed Name & Signature of Witness

Date



Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311

Prison Rape Elimination Act (PREA) Acknowledgement for Volunteers, Contractors, Mentors

The Prison Rape Elimination Act (PREA) is a federal law that prohibits and seeks to eliminate sexual assaults and sexual misconduct in correctional institutions and community corrections settings. The West Virginia Division of Corrections & Rehabilitation (WVDCR) has **ZERO TOLERANCE** regarding instances of sexual misconduct and sexual harassment. WVDCR is committed to providing a safe and healthy environment for staff and offenders. The intent of PREA is to ensure a safe, humane, and secure environment, free from the threat of sexual misconduct and sexual harassment for all offenders, employees, volunteers, and contractors.

Sexual misconduct and sexual harassment within WVDCR facilities is prohibited. The WVDCR investigates all allegations of sexual misconduct and sexual harassment. Any contractor or volunteer who engages in such behavior shall be prohibited from entering the facility. Contact with offenders shall be prohibited and the perpetrator shall be reported to law enforcement agencies and to relevant licensing bodies. The facility shall take appropriate remedial measures and shall consider whether to prohibit further contact with offenders.

Anyone who witnesses, becomes aware of or suspects sexual misconduct or sexual harassment has a duty to report. If you have information regarding a WVDCR offender who has been victimized while in WVDCR custody or community supervision, you may report by, informing the Superintendent, institutional leadership or your Program Supervisor. You may report either in person, by writing or by phone.

You may report it anonymously to the Office of PREA Compliance by calling 304-558-2036, emailing DCRPrea@wv.gov or by mailing the information to ATTN: OPC 1409 Greenbrier Street Charleston WV 25311. You don't have to provide your name, but it is critical that you provide as many details as possible. This includes:

1. The name(s) and locations of persons involved.
2. The name(s) or description of any witnesses to the incident.
3. OID number (if an offender).
4. A brief description of the incident(s).
5. A brief description of where the event(s) occurred.
6. The date(s), time and place of occurrence(s).
7. Names and contact information of others who might have additional information about the incident.

Everyone has an obligation to maintain clear boundaries with all offenders and to maintain an ethical supervision relationship with objectivity and professionalism. Individuals shall not allow the development of personal, unduly familiarity, emotional, or sexual relationship to occur with offenders.



Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311

Contact Information
Required for Volunteers, Contractors and Mentors

My signature below acknowledges that I have received information related to the Prison Rape Elimination Act. I understand and agree to comply with the DCR requirements regarding sexual misconduct and sexual harassment. My signature below also acknowledges that I have been informed on how to report such incidents.

Printed Name: _____

Phone number _____

Email address _____

Assigned facility(s) *List all if more than one* _____

Name of volunteer organization _____

Service provided _____

Signature: _____

Date: _____

WEST VIRGINIA CONTRACTOR LICENSING BOARD

EMAIL: CLBOARD@WV.GOV ☐ FACSIMILE: (304)558-5174 ☐ OFFICE #: (304)558-7890 ☐ WEBSITE: LABOR.WV.GOV



March 7, 2025

EXEMPTION FROM THE REQUIREMENTS OF THE CONTRACTOR LICENSING ACT

Due to the nature of business being conducted, the following company is exempt from provisions of the West Virginia Contractor Licensing Act:

Kelly Generator & Equipment, Inc.
1955 Dale Lane
Owings, MD 20736

Nature or Scope of Work:

Will provide maintenance and repairs on exiting battery chargers and generators. No new installations

While this exemption may exclude you from the requirements of having a contractor license, it does not exempt you from the requirements of other state laws.

This exemption is not applicable to any work conducted by the company that differs from the nature and/or scope of the work attested to as a basis for this exemption by the company.

In such instances, it is the sole responsibility of the company to contact the Board regarding licensing requirements or to seek a new exemption applicable to such work.

This exemption is issued on a permanent basis as long as the nature and/or scope of work **DOES NOT** change, and you stay in compliance with all other state agencies.

Sincerely,

Jacob Meck, Chair

Index #: 102966

ARFQ 0608 DCR2500000079
REQUEST FOR QUOTATION
EMERGENCY GENERATOR CONTRACT
THIRTY (30) SEPARATE CONTRACTS

EXHIBIT D – TOTAL FACILITY BID AMOUNT PRICING PAGES

Anthony Correctional Center and Jail, 313 Anthony Center Drive, White Sulphur Springs, WV 24986, Greenbrier County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 70 kW, propane	Annual	1	361.00	361.00
PM2 - Cummins, 70 kW, propane	Annual	1	601.00	601.00
PM3 - Cummins, 70 kW, propane	Annual	1	620.00	620.00
PM4 - Cummins, 70 kW, propane	Annual	1	820.25	820.25
PM1 - Generac, 20 kW, diesel	Annual	1	361.00	361.00
PM2 - Generac, 20 kW, diesel	Annual	1	535.00	535.00
PM3 - Generac, 20 kW, diesel	Annual	1	620.00	620.00
PM4 - Generac, 20 kW, diesel	Annual	1	820.25	820.25
PM1 - Generac, 100 kW, diesel	Annual	2	361.00	722.00
PM2 - Generac, 100 kW, diesel	Annual	2	734.00	1468.00
PM3 - Generac, 100 kW, diesel	Annual	2	620.00	1240.00
PM4 - Generac, 100 kW, diesel	Annual	2	820.25	1640.50
PM1 - Generac, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Generac, 250 kW, diesel	Annual	1	905.00	905.00
PM3 - Generac, 250 kW, diesel	Annual	1	1344.00	1344.00
PM4 - Generac, 250 kW, diesel	Annual	1	820.25	820.25
PM1 - Generac, 50 kW, propane	Annual	1	361.00	361.00
PM2 - Generac, 50 kW, propane	Annual	1	601.00	601.00
PM3 - Generac, 50 kW, propane	Annual	1	620.00	620.00
PM4 - Generac, 50 kW, propane	Annual	1	820.25	820.25

Subtotal A: 13156.25

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1,770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3000.00

Subtotal D: 3000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 70 kw, diesel - 1 Day	2983	3073	3163	9219
EMGR1 for 70 kw, diesel - 1 Week	3531	3756	3981	11268
EMGR1 for 70 kw, diesel - 1 Month	4814	5486.5	4159	14459.5
EMGR1 for 20 kw, diesel - 1 Day	2883	2923	2963	8769
EMGR1 for 20 kw, diesel - 1 Week	3266	3361	3456	10083
EMGR1 for 20 kw, diesel - 1 Month	4029	4309	4589	12927
EMGR1 for 100 kw, diesel - 1 Day	3023	3133	3243	9399
EMGR1 for 100 kw, diesel - 1 Week	3626	3901	4176	12096
EMGR1 for 100 kw, diesel - 1 Month	4969	5719	6469	17157
EMGR1 for 250 kw, diesel - 1 Day	6275	6575	6875	19725
EMGR1 for 250 kw, diesel - 1 Week	7048	7498	7948	23202
EMGR1 for 250 kw, diesel - 1 Month	9656	11056	12456	33168
EMGR1 for 50 kw, diesel - 1 Day	3078	3228	3378	9649
EMGR1 for 50 kw, diesel - 1 Week	3728	4001	4274	12398
EMGR1 for 50 kw, diesel - 1 Month	5028	5778	6528	17375
EMGR2 for 70 kw, diesel - 1 Day	455	545	635	1635
EMGR2 for 70 kw, diesel - 1 Week	1003	1228	1453	3684
EMGR2 for 70 kw, diesel - 1 Month	2286	2958.5	3631	8875.5
EMGR2 for 20 kw, diesel - 1 Day	355	395	435	1185
EMGR2 for 20 kw, diesel - 1 Week	738	833	928	2499
EMGR2 for 20 kw, diesel - 1 Month	1501	1781	2061	5343
EMGR2 for 100 kw, diesel - 1 Day	495	605	715	1815
EMGR2 for 100 kw, diesel - 1 Week	1098	1373	1648	4512
EMGR2 for 100 kw, diesel - 1 Month	2441	3191	3941	9573
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	2748	7602
EMGR2 for 250 kw, diesel - 1 Month	4456	5856	7256	17568
EMGR2 for 50 kw, diesel - 1 Day	550	700	850	2065
EMGR2 for 50 kw, diesel - 1 Week	1200	1473	1746	4814
EMGR2 for 50 kw, diesel - 1 Month	2500	3250	4000	9750
EMGR2 for 50 kw, diesel - 1 Month	2500	3250	4000	9750

Subtotal E: 315772

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 343122.25

Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.
Address: 50 Technology Drive
Coal Center, PA 15423
Phone No.: 410-257-5225
Fax No.: 410-257-5227
Email Address: service@kge.com
Authorized Signature: *Cathy Kaplan*

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page**Charleston Correctional Center and Jail, 1356 Hansford Street, Charleston, WV 25301, Kanawha County**

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Caterpillar, 750 kW, diesel	Annual	1	442.00	442.00
PM2 - Caterpillar, 750 kW, diesel	Annual	1	1750.00	1750.00
PM3 - Caterpillar, 750 kW, diesel	Annual	1	1750.00	1750.00
PM4 - Caterpillar, 750 kW, diesel	Annual	1	2133.50	2113.50

Subtotal A:	6055.50
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3000.00

Subtotal D:	3000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 750 kw, diesel - 1 Day	10403	10903	11403	32709
EMGR1 for 750 kw, diesel - 1 Week	13078	14578	16078	43734
EMGR1 for 750 kw, diesel - 1 Month	19099	23099	27099	69297
EMGR2 for 750 kw, diesel - 1 Day	1675	2175	2675	6525
EMGR2 for 750 kw, diesel - 1 Week	4350	5850	7350	17550
EMGR2 for 750 kw, diesel 1 - Month	10371	14371	18371	43113

Subtotal E:	212928
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	233177.50
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Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Carry Kaplan</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Denmar Correctional Center and Jail, 4319 Denmar Road, Hillsboro, WV 24946, Pocahontas County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 450 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 450 kW, diesel	Annual	1	1285.00	1285.00
PM3 - Cummins, 450 kW, diesel	Annual	1	1614.00	1614.00
PM4 - Cummins, 450 kW, diesel	Annual	1	1714.00	1714.00

Subtotal A: 5024.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00
			Subtotal C:	1770.00
Parts Quote	Estimated Parts Cost **		Markup Percentage	Extended Amount
Parts	\$2,000.00		50%	3000.00

Subtotal D: 3000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 450 kw, diesel - 1 Day	6775	7325	11403	25503
EMGR1 for 450 kw, diesel - 1 Week	8298	9373	10448	28119
EMGR1 for 450 kw, diesel - 1 Month	13156	16306	19456	48918
EMGR2 for 450 kw, diesel - 1 Day	1575	2125	2675	6375
EMGR2 for 450 kw, diesel - 1 Week	3098	4173	5248	12519
EMGR2 for 450 kw, diesel - 1 Month	7956	11106	14256	33318

Subtotal E: 154752

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E) 173970.00

Bidder/Vendor Information:				
Name: Kelly Generator & Equipment of PA & WV, Inc.				
Address: 50 Technology Drive				
Coal Center, PA 15423				
Phone No.: 410-257-5225				
Fax No.: 410-257-5227				
Email Address: service@kge.com				
Authorized Signature <i>Cathy Kaplan</i>				

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFO 0608 DCR250000079 - Emergency Generator Contract Pricing Page**Huttonsville Correctional Center and Jail, US Route 250 South, Huttonsville, WV 26273, Randolph County**

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 350 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 350 kW, diesel	Annual	1	1385.00	1385.00
PM3 - Cummins, 350 kW, diesel	Annual	1	1487.00	1487.00
PM4 - Cummins, 350 kW, diesel	Annual	1	1687.00	1687.00
PM1 - Caterpillar, 75 kW, diesel	Annual	1	361.00	361.00
PM2 - Caterpillar, 75 kW, diesel	Annual	1	626.00	626.00
PM3 - Caterpillar, 75 kW, diesel	Annual	1	620.00	620.00
PM4 - Caterpillar, 75 kW, diesel	Annual	1	820.25	820.25
PM1 - Caterpillar, 1,250 kW, diesel	Annual	2	425.00	850.00
PM2 - Caterpillar, 1,250 kW, diesel	Annual	2	2180.00	4360.00
PM3 - Caterpillar, 1,250 kW, diesel	Annual	2	2354.50	4708.00
PM4 - Caterpillar, 1,250 kW, diesel	Annual	2	3272.50	6545.00

Subtotal A:	23860.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770

Subtotal C:	1770
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 350 kw, diesel - 1 Day	5903	6303	6703	18909
EMGR1 for 350 kw, diesel - 1 Week	7076	7826	8576	23478
EMGR1 for 350 kw, diesel - 1 Month	10884	13184	15484	39552
EMGR1 for 100 kw, diesel - 1 Day	2573	2683	2793	8049
EMGR1 for 100 kw, diesel - 1 Week	3176	3451	4119	10746
EMGR1 for 100 kw, diesel - 1 Month	4519	5269	6019	15807
EMGR1 for 1,250 kw, diesel - 1 Day	6043	7043	8043	21129
EMGR1 for 1,250 kw, diesel - 1 Week	9751	11951	14151	35853
EMGR1 for 1,250 kw, diesel - 1 Month	20354	26854	33354	80562
EMGR2 for 350 kw, diesel - 1 Day	1275	1675	2075	5025
EMGR2 for 350 kw, diesel - 1 Week	2448	3198	3948	9594
EMGR2 for 350 kw, diesel - 1 Month	6256	8556	10856	25668
EMGR2 for 100 kw, diesel - 1 Day	495	605	715	1815
EMGR2 for 100 kw, diesel - 1 Week	1098	1373	2041	4512
EMGR2 for 100 kw, diesel - 1 Month	2441	3191	3941	9573
EMGR2 for 1,250 kw, diesel - 1 Day	3315	4315	5315	12945
EMGR2 for 1,250 kw, diesel - 1 Week	7023	9223	11423	27669
EMGR2 for 1,250 kw, diesel 1 - Month	17626	24126	30626	72378

Subtotal E:	423264
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	461318.25
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Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

*Cathy Kaplan***NOTES:**

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Lakin Correctional Center and Jail, 11264 Ohio River Road, West Columbia, 25287, Mason County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 800 kw, diesel	Annual	1	442.00	442.00
PM2 - Cummins, 800 kw, diesel	Annual	1	1750.00	1750.00
PM3 - Cummins, 800 kw, diesel	Annual	1	1750.00	1750.00
PM4 - Cummins, 800 kw, diesel	Annual	1	2133.50	2133.50
PM1 - Caterpillar, 125 kW, diesel	Annual	1	361.00	361.00
PM2 - Caterpillar, 125 kW, diesel	Annual	1	702.00	702.00
PM3 - Caterpillar, 125 kW, diesel	Annual	1	620.00	620.00
PM4 - Caterpillar, 125 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A: 8778.75

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000.00

Subtotal D: 3000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 800 kw, diesel - 1 Day	10403	10903	11403	32709
EMGR1 for 800 kw, diesel - 1 Week	13078	14578	16078	43734
EMGR1 for 800 kw, diesel - 1 Month	19099	23099	27099	69297
EMGR1 for 125 kw, diesel - 1 Day	3153	3278	3403	9834
EMGR1 for 125 kw, diesel - 1 Week	4126	4501	4876	13503
EMGR1 for 125 kw, diesel - 1 Month	6084	7084	8084	21252
EMGR2 for 800 kw, diesel - 1 Day	1675	2175	2675	6525
EMGR2 for 800 kw, diesel - 1 Week	4350	5850	7350	17550
EMGR2 for 800 kw, diesel - 1 Month	10371	14371	18371	43113
EMGR2 for 125 kw, diesel - 1 Day	625	750	875	2250
EMGR2 for 125 kw, diesel - 1 Week	1598	1973	2348	5919
EMGR2 for 125 kw, diesel 1 - Month	3556	4556	5556	13668

Subtotal E: 279354

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 302326.75

Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	<i>Cathy Kaplan</i>

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Mount Olive Correctional Complex and Jail, 1 Mountainside Way, Mount Olive, WV 25185, Fayette County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 900 kw, diesel	Annual	2	442.00	884.00
PM2 - Cummins, 900 kW, diesel	Annual	2	1750.00	3500.00
PM3 - Cummins, 900 kW, diesel	Annual	2	1750.00	3500.00
PM4 - Cummins, 900 kW, diesel	Annual	2	2133.50	4266.00

Subtotal A: 12150.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000.00

Subtotal D: 3000.00

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 900 kw, diesel - 1 Day	10403	10903	11403	32709
EMGR1 for 900 kw, diesel - 1 Week	13078	14578	16078	43734
EMGR1 for 900 kw, diesel - 1 Month	19099	23099	27099	69297
EMGR2 for 900 kw, diesel - 1 Day	1675	2175	2675	6525
EMGR2 for 900 kw, diesel - 1 Week	4350	5850	7350	17550
EMGR2 for 900 kw, diesel 1 - Month	10371	14371	18371	43113

Subtotal E: 212928

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 239272.00

Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature *Cathy Koplan*

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Parkersburg Correctional Center and Jail, 225 Holiday Hills Drive, Parkersburg, WV 26104, Wood County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 29 kW, natural gas	Annual	1	361.00	361.00
PM2 - Cummins, 29 kW, natural gas	Annual	1	626.00	626.00
PM3 - Cummins, 29 kW, natural gas	Annual	1	620.00	620.00
PM4 - Cummins, 29 kW, natural gas	Annual	1	820.25	820.25

Subtotal A:	2427.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 29 kw, diesel - 1 Day	2623	2733	2843	8199
EMGR1 for 29 kw, diesel - 1 Week	3228	3488	4169	10885
EMGR1 for 29 kw, diesel - 1 Month	4658	5318	6079	16055
EMGR2 for 29 kw, diesel - 1 Day	545	655	765	1965
EMGR2 for 29 kw, diesel - 1 Week	1150	1410	2091	4651
EMGR2 for 29 kw, diesel 1 - Month	2490	3240	4001	9731

Subtotal E:	51486
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	68107.25
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Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kaplan

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Pruntytown Correctional Center and Jail, 2006 Trap Springs Road, Grafton, WV 26354, Taylor County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 750 kW, diesel	Annual	1	442.00	442.00
PM2 - Cummins, 750 kW, diesel	Annual	1	1750.00	1750.00
PM3 - Cummins, 750 kW, diesel	Annual	1	1750.00	1750.00
PM4 - Cummins, 750 kW, diesel	Annual	1	2133.50	2133.50

Subtotal A:	6075.50
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 750 kw, diesel - 1 Day	6403	6903	7403	20709
EMGR1 for 750 kw, diesel - 1 Week	9078	10578	12078	31734
EMGR1 for 750 kw, diesel - 1 Month	15099	19099	23099	57297
EMGR2 for 750 kw, diesel - 1 Day	1675	2175	2675	6525
EMGR2 for 750 kw, diesel - 1 Week	4350	5850	7350	17550
EMGR2 for 750 kw, diesel 1 - Month	10371	14371	18371	43113

Subtotal E:	176928
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	197197.50
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Bidder/Vendor Information:				
Name: Kelly Generator & Equipment of PA & WV, Inc.				
Address: 50 Technology Drive				
Coal Center, PA 15423				
Phone No.: 410-257-5225				
Fax No.: 410-257-5227				
Email Address: service@kge.com				
Authorized Signature <i>Cathy Kaplan</i>				

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFO 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Saint Marys Correctional Center and Jail, 2880 North Pleasants Highway, St. Mary's, WV 26170, Pleasants County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Generac, 250 kW, diesel	Annual	3	411.00	411.00
PM2 - Generac, 250 kW, diesel	Annual	3	905.00	905.00
PM3 - Generac, 250 kW, diesel	Annual	3	1344.00	1344.00
PM4 - Generac, 250 kW, diesel	Annual	3	1544.00	1544.00
PM1 - Generac, 350 kW, diesel	Annual	1	411.00	411.00
PM2 - Generac, 350 kW, diesel	Annual	1	1385.00	1385.00
PM3 - Generac, 350 kW, diesel	Annual	1	1487.00	1487.00
PM4 - Generac, 350 kW, diesel	Annual	1	1687.00	1687.00
PM1 - Generac, 175 kW, diesel	Annual	1	361.00	361.00
PM2 - Generac, 175 kW, diesel	Annual	1	905.00	905.00
PM3 - Generac, 175 kW, diesel	Annual	1	620.00	620.00
PM4 - Generac, 175 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A:	12080.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	4403	4703	5003	14109
EMGR1 for 250 kw, diesel - 1 Week	5176	5626	6784	17586
EMGR1 for 250 kw, diesel - 1 Month	7784	9184	10584	27552
EMGR1 for 350 kw, diesel - 1 Day	4806	5206	5606	15618
EMGR1 for 350 kw, diesel - 1 Week	6076	6776	7476	20328
EMGR1 for 350 kw, diesel - 1 Month	10119	12599	14899	37617
EMGR1 for 175 kw, diesel - 1 Day	2853	2978	3103	8934
EMGR1 for 175 kw, diesel - 1 Week	3826	4201	4586	12613
EMGR1 for 175 kw, diesel - 1 Month	5784	6784	7784	20352
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel - 1 Month	4456	5856	7256	17568
EMGR2 for 350 kw, diesel - 1 Day	1478	1878	2278	5634
EMGR2 for 350 kw, diesel - 1 Week	2748	3448	4148	10344
EMGR2 for 350 kw, diesel - 1 Month	6791	9271	11571	27633
EMGR2 for 175 kw, diesel - 1 Day	825	950	1075	2850
EMGR2 for 175 kw, diesel - 1 Week	1798	2173	2558	6529
EMGR2 for 175 kw, diesel - 1 Month	3756	4756	5756	14268

Subtotal E:	271262
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	297536.25
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Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFO 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Salem Correctional Center and Jail, 7 Industrial Blvd, Industrial, WV 26426, Harrison and Doddridge Counties

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 500 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 500 kW, diesel	Annual	1	1285.00	1285.00
PM3 - Cummins, 500 kW, diesel	Annual	1	1639.00	1639.00
PM4 - Cummins, 500 kW, diesel	Annual	1	1687.25	1687.25
PM1 - Cummins, 150 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 150 kW, diesel	Annual	1	734.00	734.00
PM3 - Cummins, 150 kW, diesel	Annual	1	620.00	620.00
PM4 - Cummins, 150 kW, diesel	Annual	1	1020.25	820.25
PM1 - Cummins, 125 kW, diesel	Annual	2	361.00	361.00
PM2 - Cummins, 125 kW, diesel	Annual	2	702.00	734.00
PM3 - Cummins, 125 kW, diesel	Annual	2	620.00	620.00
PM4 - Cummins, 125 kW, diesel	Annual	2	1020.25	1020.25

Subtotal A:	10292.75
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 500 kw, diesel - 1 Day	5306	5956	6606	17868
EMGR1 for 500 kw, diesel - 1 Week	6876	7976	9076	23928
EMGR1 for 500 kw, diesel - 1 Month	12399	15749	19099	47247
EMGR1 for 150 kw, diesel - 1 Day	2753	2878	3003	8634
EMGR1 for 150 kw, diesel - 1 Week	3726	4101	4476	12303
EMGR1 for 150 kw, diesel - 1 Month	5684	6684	7684	20052
EMGR1 for 125 kw, diesel - 1 Day	2253	2378	2503	7134
EMGR1 for 125 kw, diesel - 1 Week	3226	3601	3976	10803
EMGR1 for 125 kw, diesel - 1 Month	5184	6184	7584	18952
EMGR2 for 500 kw, diesel - 1 Day	1978	2628	3278	7884
EMGR2 for 500 kw, diesel - 1 Week	3548	4648	5748	13944
EMGR2 for 500 kw, diesel - 1 Month	9071	12421	15771	37263
EMGR2 for 150 kw, diesel - 1 Day	725	850	975	2550
EMGR2 for 150 kw, diesel - 1 Week	1698	2073	2448	6219
EMGR2 for 150 kw, diesel - 1 Month	3656	4656	5656	13968
EMGR2 for 125 kw, diesel - 1 Day	625	750	875	2250
EMGR2 for 125 kw, diesel - 1 Week	1598	1973	2348	5919
EMGR2 for 125 kw, diesel - 1 Month	3556	4556	5556	13668

Subtotal E:	270586
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	295072.75
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Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kaplan

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Central Regional Jail and Correctional Facility, 1255 Dyer Hill Road, Sutton, WV 26601, Braxton County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Kohler, 200 kW, diesel	Annual	1	361.00	361.00
PM2 - Kohler, 200 kW, diesel	Annual	1	734.00	734.00
PM3 - Kohler, 200 kW, diesel	Annual	1	748.00	748.00
PM4 - Kohler, 200 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A:	2863.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590.00	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 200 kw, diesel - 1 Day	3603	3828	4053	11484
EMGR1 for 200 kw, diesel - 1 Week	4421	4821	5221	14463
EMGR1 for 200 kw, diesel - 1 Month	6834	8084	9334	24252
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E:	76296
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	93353.25
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Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	<i>Cathy Kaplan</i>

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFO 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Eastern Regional Jail and Correctional Facility - Building No. 1, 94 Grapevine Road, Martinsburg, WV 25405, Berkley County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Kohler, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Kohler, 250 kW, diesel	Annual	1	969.00	969.00
PM3 - Kohler, 250 kW, diesel	Annual	1	1144.00	1144.00
PM4 - Kohler, 250 kW, diesel	Annual	1	1266.50	1266.50

Subtotal A:	3790.50
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	4403	4703	5003	14109
EMGR1 for 250 kw, diesel - 1 Week	5176	5626	6784	17586
EMGR1 for 250 kw, diesel - 1 Month	7784	9184	10584	27552
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel - 1 Month	4456	5856	7256	17568

Subtotal E:	88542
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	106526.50
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Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kaplan

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Eastern Regional Jail and Correctional Facility, Building No. 2, 38 Grapevine Road, Martinsburg, WV 25405, Berkley County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 250 kW, diesel	Annual	1	969.00	969.00
PM3 - Cummins, 250 kW, diesel	Annual	1	1144.00	1144.00
PM4 - Cummins, 250 kW, diesel	Annual	1	1344.00	1344.00

Subtotal A:	3868.00
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	4403	4703	5003	14109
EMGR1 for 250 kw, diesel - 1 Week	5176	5626	6784	17586
EMGR1 for 250 kw, diesel - 1 Month	7784	9184	10584	27552
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel - 1 Month	4456	5856	7256	17568

Subtotal E:	88542
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	106604.00
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Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	<i>Cathy Kaplan</i>

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

North Central Regional Jail and Correctional Facility, 1 Lois Lane, Greenwood, WV 26415, Doddridge County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 350 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 350 kW, diesel	Annual	1	1385.00	1385.00
PM3 - Cummins, 350 kW, diesel	Annual	1	1287.00	1287.00
PM4 - Cummins, 350 kW, diesel	Annual	1	1472.75	1472.75
PM1 - Generac, 100 kW, diesel	Annual	1	361.00	361.00
PM2 - Generac, 100 kW, diesel	Annual	1	702.00	702.00
PM3 - Generac, 100 kW, diesel	Annual	1	620.00	620.00
PM4 - Generac, 100 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A: 7259.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1,770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D: 3,000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 350 kw, diesel - 1 Day	4806	5206	5606	15618
EMGR1 for 350 kw, diesel - 1 Week	6076	6776	10104	22956
EMGR1 for 350 kw, diesel - 1 Month	10119	12599	14899	37617
EMGR1 for 100 kw, diesel - 1 Day	2123	2233	2343	6699
EMGR1 for 100 kw, diesel - 1 Week	2723	3001	3669	9393
EMGR1 for 100 kw, diesel - 1 Month	4069	4819	5569	14457
EMGR2 for 350 kw, diesel - 1 Day	1478	1878	2278	5634
EMGR2 for 350 kw, diesel - 1 Week	2748	3448	4148	10344
EMGR2 for 350 kw, diesel - 1 Month	6791	9271	11571	27633
EMGR2 for 100 kw, diesel - 1 Day	495	605	715	1815
EMGR2 for 100 kw, diesel - 1 Week	1098	1373	2041	4512
EMGR2 for 100 kw, diesel - 1 Month	2441	3191	3941	9573

Subtotal E: 166251

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 187704.00

Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Northern Regional Jail and Correctional Facility, 112 Northern Regional Correctional Drive, Moundsville, WV 26041, Marshall County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Detroit Diesel, 350 kW, diesel	Annual	1	411.00	411.00
PM2 - Detroit Diesel, 350 kW, diesel	Annual	1	1285.00	1285.00
PM3 - Detroit Diesel, 350 kW, diesel	Annual	1	1187.00	1187.00
PM4 - Detroit Diesel, 350 kW, diesel	Annual	1	1372.75	1372.75
PM1 - Cummins, 80 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 80 kW, diesel	Annual	1	702.00	702.00
PM3 - Cummins, 80 kW, diesel	Annual	1	620.00	620.00
PM4 - Cummins, 80 kW, diesel	Annual	1	820.25	820.25

Subtotal A: 6759.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3000.00

Subtotal D: 3000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 350 kw, diesel - 1 Day	4806	5206	5606	15618
EMGR1 for 350 kw, diesel - 1 Week	6076	6776	10104	22956
EMGR1 for 350 kw, diesel - 1 Month	10119	12599	14899	37617
EMGR1 for 80 kw, diesel - 1 Day	2083	2173	2263	6519
EMGR1 for 80 kw, diesel - 1 Week	2631	2856	3081	8568
EMGR1 for 80 kw, diesel - 1 Month	3914	4586.5	5259	13759.5
EMGR2 for 350 kw, diesel - 1 Day	1478	1878	2278	5634
EMGR2 for 350 kw, diesel - 1 Week	2748	3448	4148	10344
EMGR2 for 350 kw, diesel - 1 Month	6791	9271	11571	27633
EMGR2 for 80 kw, diesel - 1 Day	455	545	635	1635
EMGR2 for 80 kw, diesel - 1 Week	1003	1228	1453	3684
EMGR2 for 80 kw, diesel - 1 Month	2286	2958.5	3631	8875.5

Subtotal E: 162843

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 183796.00

Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	<i>Cathy Kaplan</i>

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Potomac Highlands Regional Jail and Correctional Facility, 355 Dolan Drive, Augusta, WV 26704, Hampshire County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Caterpillar, 300 kW, diesel	Annual	1	411.00	411.00
PM2 - Caterpillar, 300 kW, diesel	Annual	1	1069.00	1069.00
PM3 - Caterpillar, 300 kW, diesel	Annual	1	1187.00	1187.00
PM4 - Caterpillar, 300 kW, diesel	Annual	1	1387.00	1387.00

Subtotal A:	4054.00
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 300 kw, diesel - 1 Day	4603	5003	5403	15009
EMGR1 for 300 kw, diesel - 1 Week	5776	6526	7276	19578
EMGR1 for 300 kw, diesel - 1 Month	9584	11884	14184	35652
EMGR2 for 300 kw, diesel - 1 Day	1275	1675	2075	5025
EMGR2 for 300 kw, diesel - 1 Week	2448	3198	3948	9594
EMGR2 for 300 kw, diesel 1 - Month	6256	8556	10856	25668

Subtotal E:	110526
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	128774.00
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Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

South Central Regional Jail and Correctional Facility, 1001 Centre Way, Charleston, WV 25309, Kanawha County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Kohler, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Kohler, 250 kW, diesel	Annual	1	905.00	905.00
PM3 - Kohler, 250 kW, diesel	Annual	1	1344.00	1344.00
PM4 - Kohler, 250 kW, diesel	Annual	1	1544.00	1544.00

Subtotal A:	4204.00
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	7003	7303	7603	21909
EMGR1 for 250 kw, diesel - 1 Week	7776	8226	9384	25386
EMGR1 for 250 kw, diesel - 1 Month	10384	11784	13184	35352
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel 1 - Month	4456	5856	7256	17568

Subtotal E:	111942
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	130340.00
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Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

South Regional Jail and Correctional Facility, 1200 Airport Road, Beaver, WV 25813, Kanawha County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Kohler, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Kohler, 250 kW, diesel	Annual	1	905.00	905.00
PM3 - Kohler, 250 kW, diesel	Annual	1	1144.00	1144.00
PM4 - Kohler, 250 kW, diesel	Annual	1	1544.00	1544.00

Subtotal A:	4004.00
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	7003	7303	7603	21909
EMGR1 for 250 kw, diesel - 1 Week	7776	8226	9384	25386
EMGR1 for 250 kw, diesel - 1 Month	10384	11784	13184	35352
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel 1 - Month	4456	5856	7256	17568

Subtotal E:	111942
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	130140.00
---	-----------

Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

South Western Regional Jail and Correctional Facility, 1300 Gaston Caperton Drive, Holden, WV 25625, Logan County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 500 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 500 kW, diesel	Annual	1	1285.00	1285.00
PM3 - Cummins, 500 kW, diesel	Annual	1	1639.00	1639.00
PM4 - Cummins, 500 kW, diesel	Annual	1	1935.00	1935.00

Subtotal A: 5270.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D: 3,000.00

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 500 kw, diesel - 1 Day	5956	6606	7256	19818
EMGR1 for 500 kw, diesel - 1 Week	7526	8626	9726	25878
EMGR1 for 500 kw, diesel - 1 Month	13049	16399	19749	49197
EMGR2 for 500 kw, diesel - 1 Day	1978	2628	3278	7884
EMGR2 for 500 kw, diesel - 1 Week	3548	4648	5748	13944
EMGR2 for 500 kw, diesel 1 - Month	9071	12421	15771	37263

Subtotal E: 153984

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 173448.00

Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kaplan

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Tygart Valley Regional Jail and Correctional Facility, 400 Abbey Road, Belington, WV 26350, Randolph County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 350 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 350 kW, diesel	Annual	1	1285.00	1285.00
PM3 - Cummins, 350 kW, diesel	Annual	1	1187.00	1187.00
PM4 - Cummins, 350 kW, diesel	Annual	1	1372.75	1372.75

Subtotal A: 4255.75

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D: 3,000.00

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 350 kw, diesel - 1 Day	4806	5206	5606	15618
EMGR1 for 350 kw, diesel - 1 Week	6076	6776	10104	22956
EMGR1 for 350 kw, diesel - 1 Month	10119	12599	14899	37617
EMGR2 for 350 kw, diesel - 1 Day	1478	1878	2278	5634
EMGR2 for 350 kw, diesel - 1 Week	2748	3448	4148	10344
EMGR2 for 350 kw, diesel 1 - Month	6791	9271	11571	27633

Subtotal E: 119802

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 138251.75

Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kaplan

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Western Regional Jail and Correctional Facility, 1 O'Hanlon Place, Barboursville, WV 25504, Cabell County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 300 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 300 kW, diesel	Annual	1	1069.00	1069.00
PM3 - Cummins, 300 kW, diesel	Annual	1	1187.00	1187.00
PM4 - Cummins, 300 kW, diesel	Annual	1	1387.00	1387.00
PM1 - Cummins, 80 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 80 kW, diesel	Annual	1	626.00	626.00
PM3 - Cummins, 80 kW, diesel	Annual	1	620.00	620.00
PM4 - Cummins, 80 kW, diesel	Annual	1	820.25	820.25

Subtotal A: 6481.25

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D: 3,000.00

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 300 kw, diesel - 1 Day	7203	7603	8003	22809
EMGR1 for 300 kw, diesel - 1 Week	8376	9126	9876	27378
EMGR1 for 300 kw, diesel - 1 Month	12184	14484	16784	43452
EMGR1 for 80 kw, diesel - 1 Day	2983	3073	3163	9219
EMGR1 for 80 kw, diesel - 1 Week	3531	3756	4278	11565
EMGR1 for 80 kw, diesel - 1 Month	14712	5486.5	6159	26357.5
EMGR2 for 300 kw, diesel - 1 Day	1275	1675	2075	5025
EMGR2 for 300 kw, diesel - 1 Week	2448	3198	3948	9594
EMGR2 for 300 kw, diesel - 1 Month	6256	8556	10856	25668
EMGR2 for 80 kw, diesel - 1 Day	455	545	635	1635
EMGR2 for 80 kw, diesel - 1 Week	1003	1228	1453	3684
EMGR2 for 80 kw, diesel 1 - Month	2286	2958.5	3631	8875.5

Subtotal E: 195262

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 215937.25

Bidder/Vendor Information:
Name: Kelly Generator & Equipment of PA & WV, Inc.
Address: 50 Technology Drive
Coal Center, PA 15423
Phone No.: 410-257-5225
Fax No.: 410-257-5227
Email Address: service@kge.com
Authorized Signature <i>Cathy Kaplan</i>

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page**Donald R. Kuhn Juvenile Center, 1 Lory Place, Julian, WV 25529, Boone County**

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 300 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 300 kW, diesel	Annual	1	1069.00	1069.00
PM3 - Cummins, 300 kW, diesel	Annual	1	1187.00	1187.00
PM4 - Cummins, 300 kW, diesel	Annual	1	1387.00	1387.00

Subtotal A:	4054.00
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9,424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C:	1770.00
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D:	3,000.00
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 300 kw, diesel - 1 Day	8503	8903	9303	26709
EMGR1 for 300 kw, diesel - 1 Week	9676	10426	11176	31278
EMGR1 for 300 kw, diesel - 1 Month	13484	15784	18084	47352
EMGR2 for 300 kw, diesel - 1 Day	1275	1675	2075	5025
EMGR2 for 300 kw, diesel - 1 Week	2448	3198	3948	9594
EMGR2 for 300 kw, diesel 1 - Month	6256	8556	10856	25668

Subtotal E:	145626
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	163874.00
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Bidder/Vendor Information:	
Name:	Kelly Generator & Equipment of PA & WV, Inc.
Address:	50 Technology Drive
	Coal Center, PA 15423
Phone No.:	410-257-5225
Fax No.:	410-257-5227
Email Address:	service@kge.com
Authorized Signature	<i>Cathy Kaplan</i>

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Gene Spadaro Juvenile Center, 106 Martin Drive, Mt. Hope, WV 25880, Fayette County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 200 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 200 kW, diesel	Annual	1	734.00	734.00
PM3 - Cummins, 200 kW, diesel	Annual	1	748.00	748.00
PM4 - Cummins, 200 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A: 2863.25

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B: 9,424.00

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770.00

Subtotal C: 1770.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3,000.00

Subtotal D: 3,000.00

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 200 kw, diesel - 1 Day	4253	4478	4703	13434
EMGR1 for 200 kw, diesel - 1 Week	5071	5471	5871	16413
EMGR1 for 200 kw, diesel - 1 Month	7484	8734	9984	26202
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E: 82146

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 99203.25

Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

James H. Tiger Morton Juvenile Center, 60 Manfred Holland Way, Dunbar, WV 25064, Kanawha County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 200 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 200 kW, diesel	Annual	1	734.00	734.00
PM3 - Cummins, 200 kW, diesel	Annual	1	748.00	748.00
PM4 - Cummins, 200 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A:	2863.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C:	1770
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal D:	3000
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 200 kw, diesel - 1 Day	4253	4478	4703	13434
EMGR1 for 200 kw, diesel - 1 Week	5071	5471	5871	16413
EMGR1 for 200 kw, diesel - 1 Month	7484	8734	9984	26202
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E:	82146
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	99203.25
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Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kapla</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page**J. M. Chick Buckbee Juvenile Center, 144 Jerry Lane, Augusta, WV 26704, Hampshire County**

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 200 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 200 kW, diesel	Annual	1	734.00	734.00
PM3 - Cummins, 200 kW, diesel	Annual	1	748.00	748.00
PM4 - Cummins, 200 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A:	2863.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608.00
Overtime Labor Rate	Hour	8	258.00	2064.00
Holiday Labor Rate	Hour	4	344.00	1376.00
Emergency Labor Rate	Hour	4	344.00	1376.00

Subtotal B:	9424.00
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C:	1770
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal D:	3000
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 200 kw, diesel - 1 Day	3603	3828	4053	11484
EMGR1 for 200 kw, diesel - 1 Week	4421	4821	5221	14463
EMGR1 for 200 kw, diesel - 1 Month	6834	8084	9334	24252
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E:	76296
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	93353.25
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Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFO 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Kenneth Honey Rubenstein Juvenile Center, 141 Forestry Camp Road, Davis, WV 26260, Tucker County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 150 kW, diesel	Annual	1	361.00	361.00
PM2 - Cummins, 150 kW, diesel	Annual	1	734.00	734.00
PM3 - Cummins, 150 kW, diesel	Annual	1	620.00	620.00
PM4 - Cummins, 150 kW, diesel	Annual	1	1020.25	1020.25
PM1 - Cummins, 200 kW, diesel	Annual	2	361.00	361.00
PM2 - Cummins, 200 kW, diesel	Annual	2	734.00	734.00
PM3 - Cummins, 200 kW, diesel	Annual	2	748.00	748.00
PM4 - Cummins, 200 kW, diesel	Annual	2	1020.25	1020.25

Subtotal A: 5598.50

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192	4608
Overtime Labor Rate	Hour	8	258	2064
Holiday Labor Rate	Hour	4	344	1376
Emergency Labor Rate	Hour	4	344	1376

Subtotal B: 9424

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C: 1770

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal D: 3000

Emergency Generator Rental - Unit of Measure *	Single Shift Unit Price	Double Shift Unit Price	Triple Shift Unit Price	Extended Amount
EMGR1 for 150 kw, diesel - 1 Day	2953	2878	3003	8834
EMGR1 for 150 kw, diesel - 1 Week	3726	4101	4476	12303
EMGR1 for 150 kw, diesel - 1 Month	5684	6684	7684	20052
EMGR1 for 200 kw, diesel - 1 Day	3603	3828	4053	11484
EMGR1 for 200 kw, diesel - 1 Week	4421	4821	5221	14463
EMGR1 for 200 kw, diesel - 1 Month	6834	8084	9334	24252
EMGR2 for 150 kw, diesel - 1 Day	725	850	975	2550
EMGR2 for 150 kw, diesel - 1 Week	1698	2073	2448	6219
EMGR2 for 150 kw, diesel - 1 Month	3656	4656	5656	13968
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E: 140222

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 160014.50

Bidder/Vendor Information:
Name: Kelly Generator & Equipment of PA & WV, Inc.
Address: 50 Technology Drive
Coal Center, PA 15423
Phone No.: 410-257-5225
Fax No.: 410-257-5227
Email Address: service@kge.com
Authorized Signature <i>Cathy Kaplan</i>

NOTES:

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** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Lowrie Yeager Juvenile Center, 907 Mission Drive, Parkersburg, WV 26101, Wood County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Caterpillar, 250 kW, diesel	Annual	1	411.00	411.00
PM2 - Caterpillar, 250 kW, diesel	Annual	1	905.00	905.00
PM3 - Caterpillar, 250 kW, diesel	Annual	1	1344.00	1344.00
PM4 - Caterpillar, 250 kW, diesel	Annual	1	1544.00	1544.00

Subtotal A: 4204.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192.00	4608
Overtime Labor Rate	Hour	8	258.00	2064
Holiday Labor Rate	Hour	4	344.00	1376
Emergency Labor Rate	Hour	4	344.00	1376

Subtotal B: 9424

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C: 1770

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal D: 3000

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 250 kw, diesel - 1 Day	5703	6003	6303	18009
EMGR1 for 250 kw, diesel - 1 Week	6476	6926	8084	21486
EMGR1 for 250 kw, diesel - 1 Month	9084	10484	11884	31452
EMGR2 for 250 kw, diesel - 1 Day	1075	1375	1675	4125
EMGR2 for 250 kw, diesel - 1 Week	1848	2298	3456	7602
EMGR2 for 250 kw, diesel 1 - Month	4456	5856	7256	17568

Subtotal E: 100242

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 118640.00

Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kapla</i>			

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page**Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504, Cabell County**

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Caterpillar, 200 kW, diesel	Annual	1	361.00	361.00
PM2 - Caterpillar, 200 kW, diesel	Annual	1	734.00	734.00
PM3 - Caterpillar, 200 kW, diesel	Annual	1	748.00	748.00
PM4 - Caterpillar, 200 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A:	2863.25
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Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192	4608
Overtime Labor Rate	Hour	8	258	2064
Holiday Labor Rate	Hour	4	344	1376
Emergency Labor Rate	Hour	4	344	1376

Subtotal B:	9424
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Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C:	1770
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Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal D:	3000
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Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 200 kw, diesel - 1 Day	4903	5128	5353	15384
EMGR1 for 200 kw, diesel - 1 Week	5721	6121	6521	18363
EMGR1 for 200 kw, diesel - 1 Month	8134	9384	10634	28152
EMGR2 for 200 kw, diesel - 1 Day	925	1150	1375	3450
EMGR2 for 200 kw, diesel - 1 Week	1743	2143	2543	6429
EMGR2 for 200 kw, diesel 1 - Month	4156	5406	6656	16218

Subtotal E:	87996
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TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E):	105053.25
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Bidder/Vendor Information:
Name: Kelly Generator & Equipment of PA & WV, Inc.
Address: 50 Technology Drive
Coal Center, PA 15423
Phone No.: 410-257-5225
Fax No.: 410-257-5227
Email Address: service@kge.com
Authorized Signature <i>Cathy Kaplan</i>

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ARFQ 0608 DCR2500000079 - Emergengy Generator Contract Pricing Page

Sam Perdue Juvenile Center, 843 Shelter Road, Princeton, WV 24739, Mercer County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Cummins, 230 kW, diesel	Annual	1	411.00	411.00
PM2 - Cummins, 230 kW, diesel	Annual	1	905.00	905.00
PM3 - Cummins, 230 kW, diesel	Annual	1	1344.00	1344.00
PM4 - Cummins, 230 kW, diesel	Annual	1	1544.00	1544.00

Subtotal A: 4204.00

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192	4608
Overtime Labor Rate	Hour	8	258	2064
Holiday Labor Rate	Hour	4	344	1376
Emergency Labor Rate	Hour	4	344	1376

Subtotal B: 9424

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C: 1770

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50	3000

Subtotal C: 3000

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 230 kw, diesel - 1 Day	5003	5228	5453	15684
EMGR1 for 230 kw, diesel - 1 Week	5821	6221	6621	18663
EMGR1 for 230 kw, diesel - 1 Month	8234	9384	10734	28352
EMGR2 for 230 kw, diesel - 1 Day	1025	1250	1475	3750
EMGR2 for 230 kw, diesel - 1 Week	1843	2243	2643	6729
EMGR2 for 230 kw, diesel 1 - Month	4256	5406	6756	16418

Subtotal E: 89596

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 107994.00

Bidder/Vendor Information:			
Name: Kelly Generator & Equipment of PA & WV, Inc.			
Address: 50 Technology Drive			
Coal Center, PA 15423			
Phone No.: 410-257-5225			
Fax No.: 410-257-5227			
Email Address: service@kge.com			
Authorized Signature <i>Cathy Kaplan</i>			

NOTES:

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ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Vicki V. Douglas Juvenile Center, 900 Emmett Roush Drive, Martinsburg, WV 25401, Berkley County

Preventative Maintenance / Inspection / Load Bank Testing	Unit of Measure	Each	Unit Price	Extended Amount
PM1 - Olympian/Caterpillar, 150 kW, diesel	Annual	1	361.00	361.00
PM2 - Olympian/Caterpillar, 150 kW, diesel	Annual	1	734.00	734.00
PM3 - Olympian/Caterpillar, 150 kW, diesel	Annual	1	620.00	620.00
PM4 - Olympian/Caterpillar, 150 kW, diesel	Annual	1	1020.25	1020.25

Subtotal A: 2735.25

Corrective Maintenance Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	24	192	4608
Overtime Labor Rate	Hour	8	258	2064
Holiday Labor Rate	Hour	4	344	1376
Emergency Labor Rate	Hour	4	344	1376

Subtotal B: 9424

Corrective Maintenance Per Trip Charge to Facility	Unit of Measure	Estimated Annual Trips *	Unit Price	Extended Amount
Per Trip Charge	Each	3	590	1770

Subtotal C: 1770

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$2,000.00	50%	3000

Subtotal C: 3000

Emergency Generator Rental - Unit of Measure *	Unit Price (Single Shift)	Unit Price (Double Shift)	Unit Price (Triple Shift)	Extended Amount
EMGR1 for 150 kw, diesel - 1 Day	3403	3528	3653	10584
EMGR1 for 150 kw, diesel - 1 Week	4376	5751	5126	15253
EMGR1 for 150 kw, diesel - 1 Month	6334	7334	8334	22002
EMGR2 for 150 kw, diesel - 1 Day	725	850	975	2550
EMGR2 for 150 kw, diesel - 1 Week	1698	2073	2448	6219
EMGR2 for 150 kw, diesel 1 - Month	3656	4656	5656	13968

Subtotal E: 70576

TOTAL FACILITY BID AMOUNT (by adding subtotals A, B, C, D, and E): 87505.25

Bidder/Vendor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive

Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

Cathy Kapla

NOTES:

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ARFQ 0608 DCR250000079 - Emergency Generator Contract Pricing Page

Total Contract Bid Amount Pricing Page

Facility	Preventative Maintenance / Inspection / Load Bank Testing, Subtotal A	Corrective Maintenance Hourly Rates, Subtotal B	Corrective Maintenance Per Trip Charge to Facility Subtotal C	Parts Quote, Subtotal D	Emergency Generator Rental - Unit of Measure Subtotal E	Total Facility Bid Amount (by adding subtotals A, B, C, D, and E)
Anthony Correctional Center and Jail	\$ 13,156.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 315,772.00	\$ 343,122.25
Charleston Correctional Center and Jail	\$ 6,055.50	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 212,928.00	\$ 233,177.50
Denmar Correctional Center and Jail	\$ 5,024.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 154,752.00	\$ 173,970.00
Huttonsville Correctional Center and Jail	\$ 23,860.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 423,264.00	\$ 461,318.25
Lakin Correctional Center and Jail	\$ 8,778.75	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 279,354.00	\$ 302,326.75
Mount Olive Correctional Complex and Jail	\$ 12,150.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 212,928.00	\$ 239,272.00
Parkersburg Correctional Center and Jail	\$ 2,427.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 51,486.00	\$ 68,107.25
Pruntytown Correctional Center and Jail	\$ 6,075.50	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 176,928.00	\$ 197,197.50
Saint Marys Correctional Center and Jail	\$ 12,080.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 271,262.00	\$ 297,536.25
Salem Correctional Center and Jail	\$ 10,292.75	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 270,586.00	\$ 295,072.75
Central Regional Jail and Correctional Facility	\$ 2,863.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 76,296.00	\$ 93,353.25
Eastern Regional Jail and Correctional Facility, Building No. 1	\$ 3,790.50	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 88,542.00	\$ 106,526.50
Eastern Regional Jail and Correctional Facility, Building No. 2	\$ 3,868.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 88,542.00	\$ 106,604.00
North Central Regional Jail and Correctional Facility	\$ 7,259.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 166,251.00	\$ 187,704.00
Northern Regional Jail and Correctional Facility	\$ 6,759.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 162,843.00	\$ 183,796.00
Potomac Highlands Regional Jail and Correctional Facility	\$ 4,054.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 110,526.00	\$ 128,774.00
South Central Regional Jail and Correctional Facility	\$ 4,204.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 111,942.00	\$ 130,340.00
Southern Regional Jail and Correctional Facility	\$ 4,004.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 111,942.00	\$ 130,140.00
South Western Regional Jail and Correctional Facility	\$ 5,270.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 153,984.00	\$ 173,448.00
Tygart Valley Regional Jail and Correctional Facility	\$ 4,255.75	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 119,802.00	\$ 138,251.75
Western Regional Jail and Correctional Facility	\$ 6,481.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 195,262.00	\$ 215,937.25
Donald R. Kuhn Juvenile Center	\$ 4,054.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 145,626.00	\$ 163,874.00
Gene Spadaro Juvenile Center	\$ 2,863.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 82,146.00	\$ 99,203.25
James H. Tiger Morton Juvenile Center	\$ 2,863.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 82,146.00	\$ 99,203.25
J. M. Chick Buckbee Juvenile Center	\$ 2,863.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 76,296.00	\$ 93,353.25
Kenneth Honey Rubenstein Juvenile Center	\$ 5,598.50	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 140,222.00	\$ 160,014.50
Authorized Signature: <i>Cathy Kaplan</i>						

ARFQ 0608 DCR2500000079 - Emergency Generator Contract Pricing Page

Total Contract Bid Amount Pricing Page

Facility	Preventative Maintenance / Inspection / Load Bank Testing, Subtotal A	Corrective Maintenance Hourly Rates, Subtotal B	Corrective Maintenance Per Trip Charge to Facility Subtotal C	Parts Quote, Subtotal D	Emergency Generator Rental - Unit of Measure Subtotal E	Total Facility Bid Amount (by adding subtotals A, B, C, D, and E)
Lorrie Yeager Juvenile Center	\$ 4,204.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 100,242.00	\$ 118,640.00
Robert Shell Juvenile Center	\$ 2,863.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 87,996.00	\$ 105,053.25
Sam Perdue Juvenile Center	\$ 4,204.00	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 89,596.00	\$ 107,994.00
Vicki Douglas Juvenile Center	\$ 2,735.25	\$ 9,424.00	\$ 1,770.00	\$ 3,000.00	\$ 70,576.00	\$ 87,505.25
TOTAL CONTRACT BID AMOUNT:						\$ 5,240,816.00

Bidder/Contractor Information:

Name: Kelly Generator & Equipment of PA & WV, Inc.

Address: 50 Technology Drive Coal Center, PA 15423

Phone No.: 410-257-5225

Fax No.: 410-257-5227

Email Address: service@kge.com

Authorized Signature

