

### State of West Virginia **Agency Request for Quote**

Proc Folder: 1290635 Reason for Modification: Doc Description: Equipment and Systems Maintenance and Repairs Contract LYRJC Proc Type: Agency Master Agreement **Date Issued Solicitation Closes** Solicitation No Version 2023-09-11 2023-10-03 10:30 ARFQ 0608 DCR2400000017

i.

VENDOR

**Vendor Customer Code:** 

Vendor Name: (Imco, Inc.

Address: 2336 Virginia Ave

Street:

City: Harricane

Country: USA Zip: 25526 State: WV

Principal Contact: Darren Griffith

Vendor Contact Phone: 304 562-7705 Extension:

FOR INFORMATION CONTACT THE BUYER

Mary R Kemper 304-957-8226

mary.r.kemper@wv.gov

Vendor Signature X

FORM ID: WV-PRC-ARFQ-002 2020/05

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

Date Printed: Sep 11, 2023

# ARFQ 0608 DCR2400000017 REQUEST FOR QUOTATION EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT LORRIE YEAGER JR. JUVENILE CENTER

### 1.15 CONTRACTOR DEFAULT:

- A. The following shall be considered a Contractor default under this Contract.
  - Failure to perform Contract Services in accordance with the requirements contained herein.
  - Failure to comply with other specifications and requirements contained herein.
  - Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 4) Failure to remedy deficient performance upon request.

### 1.16 CONTRACT MANAGER:

A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

Contract Manager:

Telephone Number:

304 562-7705

Fax Number:

Brail Address:

Dgriff, that cincowv. com

END OF SPECIFICATIONS

**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.

Darren P. Griffith Service Manager
(Name, Title)  Darren P. Gottight Scrvice Minager
(Printed Name and Title)
2336 Vorgenda Ave. Hurricane, WV 25526
(Address) (304) 562-1705 (304)
(Phone Number) / (Fax Number)
(Email address)
(Zinan saaree)
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 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 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 Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.
CIMCO, Inc.
(Company)
Land Happith Varrent Griffith Service manager
(Authorized Signature) (Representative Name, Title)
Darren P. Griffith 10/3/2023
(Printed Name and Title of Authorized Representative) (Date)
10/3/2023
(Date)
(Date) (304) 562-7705 (304) (Phone Number) (Fax Number)
(Phone Number) (Fax Number)

ars Afithat cincows, 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 addendu	m received)
[] Addendum No. 1	[] Addendum No. 6
[] Addendum No. 2	[] Addendum No. 7
[] Addendum No. 3	[] Addendum No. 8
[] Addendum No. 4	[] Addendum No. 9
[] Addendum No. 5	[] Addendum No. 10
further understand that any verbal a discussion held between Vendor's re	the receipt of addenda may be cause for rejection of this bid. Is representation made or assumed to be made during any oral expresentatives and any state personnel is not binding. Only the ded to the specifications by an official addendum is binding.
Company Company	Inc
Par F	Sakith.

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

### STATE OF WEST VIRGINIA

### PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

### **DEFINITIONS:**

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (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 above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Hurricane, WV 25626 My Commission Expires July 12, 203

Vendor's Name: CTMCO, The
Authorized Signature:
State of West Virginia
County of Putnan, to-wit:
Taken, subscribed, and sworn to before me this 3 day of, 20, 20
My Commission expires
AFFIX-SEAL HERE OFFICIAL SEAL NOTARY PUBLIC OFFICIAL SEAL NOTARY PUBLIC
STATE OF WEST VIRGINIA Tessa Lynn Baker Cimes, Inc. Purchasing Affidavit (Revised 03/09/2019)



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

## STATE OF WEST VIRGINIA, ^ \_\_\_, TO-WIT: \_, after being first duly sworn, depose and state as follows: 1. I am an employee of \_\_\_\_\_ CIMCO, Inc. 2. I do hereby attest that \_\_\_\_\_ (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: Signature: Company Name:\_\_ Date: \_\_\_\_\_ Taken, subscribed and sworn to before me this \_\_\_\_\_day of By Commission expires (Seal) (Notary Public)



# LORRIE YEAGER JR. JUVENILE CENTER

# ARFQ 0608 DCR2400000017 - EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIRS CONTRACT PRCING PAGE

Preventative Maintenance	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount
Equipment and Systems				2
Equipment and Systems	Bi-Annual	2	\$ 1,200.00	8 2,400,00
			Subtotal A:	\$ 3,400,00
Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	A 100.00	\$ 10,000.00
Overtime Labor Rate	Hour	16	¥ 135.00	\$ 2,160,00
Holiday Labor Rate	Hour	8	# 135,00	8 1,090,00
Emergency Labor Rate	Hour	8	\$ 135,00	\$ 1.080,00
			Subtotal B:	14,320
New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipn Markup Perc	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage	New Equipment, Devices, and Parts Markup Percentage Extended
New Equipment, Devices, and Parts	\$5,00	\$5,000.00	30 %	4 6,500,00
			Subtotal C:	D 6,500,00
	_	OVERALL COST (by	OVERALL COST (by adding subtotals A, B, and C)	\$23,320.00
Bidder/Vendor Information:				
Name: CLIM CO LINC.	-			
Ling	25526			
Phone No.: 304 57 2-7705				
Fax No.:	Maria Lange			
nature	of when			
NOTES:	* Quantities are estimated for	Quantities are estimated for bid evaluation purposes only.		

\*\* Estimated cost for bid evaluation purposes only.

# **CONTRACTOR LICENSE**

**AUTHORIZED BY THE** 

West Virginia Contractor Licensing Board

CONTRACTOR LICENSING NUMBER:

WEST VIRGINIA

WV025512

### CLASSIFICATION:

HEATING, VENTILATING & COOLING PIPING PLUMBING SPECIALTY

> CIMCO INC DBA CIMCO INC PO BOX 480 CULLODEN, WV 25510

DATE ISSUED

**EXPIRATION DATE** 

MAY 25, 2023

MAY 25, 2024

Authorized Signature

Chair, West Virginia Contractor Licensing Board



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



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2023

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

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

PRO	PRODUCER CONTACT Jeff O'Dell												
George H. Friedlander Company						PHONE (A/C, No. Ext): 304-357-4520 (A/C, No.): 304-345-8724							
1566 Kanawha Blvd, E.					(A/C, No. Ex E-MAIL				(A/C, No);	304-34	3-6/24		
Charleston WW 25311					ADDRESS: jeffodell@friedlandercompany.com								
					INSURER(S) AFFORDING COVERAGE						NAIC#		
					INSURER A: Travelers Insurance						25674		
INSURED CIMIO01					INSURÉR B :								
Cimco, Inc. P O Box 480					INSURER C:								
Culloden WV 25510-0480					INSURER D:								
i					NSURER E:								
COVERAGES CERTIFICATE NUMBER: 1370092587 REVISION NUMBER:								<del> </del>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD													
	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS												
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