

State of West Virginia Agency Request for Quote

Proc Folder: 1299320 Reason for Modification: Doc Description: Equipment and Systems Maintenance and Repairs TVRJCF Proc Type: Agency Master Agreement **Date Issued Solicitation Closes** Solicitation No Version 2023-09-26 2023-10-25 10:30 **ARFQ** 0608 DCR2400000050

BID RECEIVIN	NG LOCATION	对以图式以图图	

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Vendor Customer Code:

Vendor Name: CIMCO, Inc.

Address: 2336 Virginia Ave Street: Hurricase

City:

Country: USA Zip: 25526 State: WV

Principal Contact: Damen P. Griffith

Vendor Contact Phone: (304) 562-7705 Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor

FEIN# 55-0749511 Signature X

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

Date Printed: Sep 26, 2023 Page 1 FORM ID: WV-PRC-ARFQ-002 2020/05 **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.

Done P. Septato Service Manager
Olema Title
Warren P. Griffith Service Manager
(Printed Name and Title) 2336 Virginia Ave. Hurricane, WV 25526
(Address) 562-7705
(Phone Number) / (Fax Number)
Dariff that cincows con
(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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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 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)
from P. STATAS Service Manager Phora P. G. FFFH
(Authorized Signature) (Representative Name, Title)
Larren P. Griffith Service Maragen
(Printed Name and Title of Authorized Representative) (Date)
10/25/2023
(Date)
(304) 562-7705
(Phone Number) (Fax Number)
Dariffith at cinco WV, 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, p	slans and/or specification, etc.
Addendum Numbers Received:	w was sixed)
(Check the box next to each addendu	m receivea)
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 r discussion held between Vendor's re	the receipt of addenda may be cause for rejection of this bid. It representation made or assumed to be made during any oral presentatives and any state personnel is not binding. Only the led to the specifications by an official addendum is binding.
CIMO, I	nc.
Company	
Authorized Signature	With
11/20/200	7

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

Date

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:

Vendor's Name: CIm CO, Tho
Authorized Signature: Date: 10/25/2023
State of west Vinginia
County of, to-wit:
Taken, subscribed, and sworn to before me this day of, 20, 20
My Commission expires
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC
NOTARY PUBLIC STATE OF WEST VIRGINIA 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,
COUNTY OF HAM, TO-WIT:
I, <u>Naves P. Griffith</u> , after being first duly sworn, depose and state as follows:
1. I am an employee of; and, (Company Name)
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: Darren P. Griffith
Signature: <u>Uiner P. Jappith</u>
Title: Service Manager
Company Name: CInco, Inc.
Date: 10/25/2023
Taken, subscribed and sworn to before me this 25 day of October, 2000
By Commission expires
(Seal)
(Notary Public)

ARFQ 0608 DCR2400000050 REQUEST FOR QUOTATION

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT Tygart Valley Regional Jail and Correctional Facility

1.15 CONTRACTOR DEFAULT:

- A. The following shall be considered a Contractor default under this Contract.
 - 1) Failure to perform Contract Services in accordance with the requirements contained herein.
 - 2) 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.

Telephone Number: (34) 562-7705

Fax Number: 324 397 - 4176

END OF SPECIFICATIONS

CONTRACTOR LICENSE



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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT Jeff O'Dell George H. Friedlander Company PHONE (A/C, No. Ext): 304-357-4520 E-MAIL ADDRESS: jeffodell@friedlandercompany.com FAX (A/C, No): 304-345-8724 1566 Kanawha Blvd. E. Charleston WV 25311 **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A: Travelers Insurance 25674 INSURED CIMI001 INSURER B: Cimco, Inc. INSURER C: P O Box 480 Culloden WV 25510-0480 INSURER D : INSURER E INSURER F **COVERAGES CERTIFICATE NUMBER: 1370092587** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER Х COMMERCIAL GENERAL LIABILITY CO-5J777287-23 5/1/2023 5/1/2024 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 CLAIMS-MADE X OCCUR \$300,000 Contractual Liab MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-Loc PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$1,000,000 5/1/2023 5/1/2024 Α BA-9M453429-23 ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) Х \$ \$ X UMBRELLA LIAB CUP-4J428679-23 Х 5/1/2023 5/1/2024 OCCUR EACH OCCURRENCE \$2,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$2,000,000 DED X RETENTION\$ 10 000 \$ WORKERS COMPENSATION UB-0L10858A-23 5/1/2023 5/1/2024 X PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 Υ N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WC includes Broad Form Employers Liability, WV 23-4-2 Per Project Aggregate applies when required by written contract. Evidence of Insurance CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. TO WHOM IT MAY CONCERN AUTHORIZED REPRESENTATIVE

TYGART VALLEY REGIONAL JAIL AND CORRECTIONAL FACILITY

ARFQ 0608 DCR240000050 - Equipment and Systems Maintenance and Repairs Contract Pricing 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 Equipment and Systems	Riannial	,	\$ 200° 00	00 000 14
] [
,			Subtotal A:	7,000,00
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	00 011	0000011
Overtime Labor Rate	Hour	16	00.00	03,000,00
Holiday Labor Rate Emergency Labor Rate	Hour	∞ ∞	/alg, e0	000,000
			Subtotal B:	15,000,00
New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipr 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 Amount
Parts	\$5,0	\$5,000.00	SS %	مه محلهم
		_	Subtotal C:	6,450,00
		OVERALL COST (by	OVERALL COST (by adding subtotals A, B, and C)	W, W50, co
Ormation:	(%			
Phone No.: 6001 Sec. 7705 Fax No.: 6001 Sec. 7705 Fax No.: 6001	18			
nature Direct	Flores Carl			
NOTES:	// * Quantities are estimated for bid evaluation purpo ** Estimated cost for bid evaluation purposes only.	 Quantities are estimated for bid evaluation purposes only. ** Estimated cost for bid evaluation purposes only. 		