

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

Proc Folder: 1269560 Reason for Modification: Doc Description: Equipment and Systems Maintenance and Repairs Contract SPJC Added Addendum 2 with the correct shipping and invoice location. **Proc Type:** Agency Master Agreement Date Issued **Solicitation Closes** Solicitation No Version 2023-08-03 2023-08-31 10:30 ARFQ 0608 DCR2400000016 2

BID RECEIVING LOCATION		

VENDOR

Vendor Customer Code:

Vendor Name: CIMCO, Inc.
Address: 2336 Virginia Ave.

Street:

City: Hurricane.

State: WV

Country: USA

Zin: 2552 6

Principal Contact: Darren P. 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

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

**Date Printed:** 

Aug 3, 2023

Page 1

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

### ADDITIONAL INFORMATION

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract to provide preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment for the Equipment and Systems Maintenance and Repairs Contract at Sam Perdue Juvenile Center located at 843 Shelter Road, Princeton, WV 24739 in Mercer County.

INVOICE TO		SHIP TO	· · · · · · · · · · · · · · · · · · ·
SAM PERDUE JUVENILE CENTER		SAM PERDUE JUVENILE CENTER	
843 SHELTER RD		843 SHELTER RD	
PRINCETON US	WV	PRINCETON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Cost				

Comm Code	Manufacturer	Specification	Model #	
72151201				

### **Extended Description:**

**Equipment and Systems Maintenance and Repairs Contract** 

SCHEDUL	LOREVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Non-Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-08-17
2	Deadline for Questions Due is 2:00 PM E.S.T.	2023-08-24
3	Bid Due By 10:30 AM E.S.T.	2023-08-31

	Document Phase	Document Description	Page 3
DCR2400000016		Equipment and Systems Maintenance and Repairs Contract SPJC	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page 4
DCR2400000016		Equipment and Systems Maintenance and Repairs Contract SPJC	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: ARFQ 0608 DCR24000000016 Addendum Number: 2

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

		•
[	]	Modify bid opening date and time
I	I	Modify specifications of product or service being sought
I	I	Attachment of vendor questions and responses
ſ	]	Attachment of pre-bid sign-in sheet
1	/	Correction of error

### **Description of Modification to Solicitation:**

Other

Applicable Addendum Category:

Correction of Shipping and Invoice address.

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

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

# Addendum2 Solicitation Number ARFQ 0608 DCR24000000016 EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT SAM PERDUE JUVENILE CENTER

The shipping and invoice address for Sam Perdue Juvenile Center is:

843 Shelter Road, Princeton, WV 24739

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ 0608 DCR24000000016

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 addendate)	um 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
I understand that failure to confirm	the receipt of addenda may be cause for rejection of this bid.

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.

CIMCO, Inc.	
Company	
Danen R. Diffth	
Authorized Signature	
8/31/2623	
Date	

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

**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) P. Gr. PAH	Service	Mana ge	
(Printed Name and Title)  2336 Virginia Ave  (Address)  304 562-7705			
(Phone Number) / (Fax Number)  Ogriff: that cimcowv, (Email address)	COM		

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)  Jam & Styll Varran P. Griffith Service Manager  (And in 18)
(Authorized Signature) (Representative Name, Title)
Darren P. Griffith Service Manager
(Printed Name and Title of Authorized Representative) (Date)
8601/0023
(Date)
(304) 562-7705
(Phone Number) (Fax Number)
Dgriffithat cincowv.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.

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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:

Vendor's Name: CIMCO, Inc.	
Authorized Signature: Daven P Deffth Date: 8/31/0603	
State of West Virginia	
County of Hotham, to-wit:	
Taken, subscribed, and sworn to before me this <u>3</u> day of	
My Commission expires, 20 0 8	
AFFIX SEAL HERE NOTARY PUBLIC Vesto A. Wel	
OFFICIAL SEAL NOTARY PUBLIC 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 TUTTON, TO	D-WIT:
I, Darren & Groffsth, afte	er being first duly sworn, depose and state as follows:
1. I am an employee of	CIm CO, Inc.; and, (Company Name)
2. I do hereby attest that	(Company Name)
	drug-free workplace policy and that such plan and <b>West Virginia Code</b> §21-1D.
Sign Title	nature: Darrey P. Griffith  nature: Scrvice Manager  npany Name: FIMCO, Inc.
Taken, subscribed and sworn to before By Commission expires (Seal)	day of August, 2002    State   Contact   Conta

# ARFQ 0608 DCR2400000016 REQUEST FOR QUOTATION EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT SAM PERDUE JUVENILE CENTER

### 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.
  - Failure to comply with other specifications and requirements contained herein.
  - 3) 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:

34 - 40 - 9597

Email Address: daniff the come was com

END OF SPECIFICATIONS

# SAM PERDUE JUVENILE CENTER

# ARFQ 0608 DCR2400000016 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Equipment and Systems	Measure	Times Per Year	#3. 073.50	47.147.00
Equipment and Systems	Biannual	2	#3,073,50	\$ 614 1.00
			Subtotal A:	\$ 6,147.00
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	\$115.00	\$11,500,00
Overtime Labor Rate	Hour	16	J 140:00	\$2,240.00
Holiday Labor Rate	Hour	8		\$1,120,00
Emergency Labor Rate	Hour	8	\$ 140,00	1,1
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 Amount
Parts	\$5,000.00	00.00	35 %	\$6,750.00
			Subtotal C:	\$ 6,750,00
		OVERALL COST (by	OVERALL COST (by adding subtotals A, B, and C)	\$ 28,877,00
Bidder/Vendor Information: Name: CIMCO, Inc.				
Address: 3336 Urginia H	16.			
Phone No.: 304 56 2 - 7705				
Fax No.:	and the same			
Authorized Signature Mare P. L	1911			

NOTES:

<sup>\*\*</sup> Quantities are estimated for bid evaluation purposes only.

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

## **CONTRACTOR LICENSE**



NUMBER:

WEST VIRGINIA

WV025512

### CLASSIFICATION:

HEATING, VENTILATING & COOLING PIPING PLUMBING SPECIALTY

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

DATE ISSUED

MAY 25, 2023

**EXPIRATION DATE** 

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) 4/28/2022

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.

- 11	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights:	t to the te	rms and conditions of the	re policy, certain n	olicies may	NAL INSURED provision require an endorsement	s or be endorsed. t. A statement on
PRO	DUCER			CONTACT Jeff O'Del	the same of the sa		
156	orge H. Friedlander Company 66 Kanawha Blvd. E.			PHONE (A/C, No. Ext): 304-35		FAX (A/C, No):	304-345-8724
Cha	arleston WV 25311			C BAAH	@friedlanderc		
				IN	SURER(S) AFFO	RDING COVERAGE	NAIC#
				INSURER A : Phoenix	Insurance Co	ompany	25623
Cirr	nco. Inc.		CIMI001	INSURER B : Travele	rs Property &	Casualty	25674
PC	Box 480			INSURER C : Traveler	s Casualty In	s Co of A	12432
Cul	loden WV 25510-0480		1	INSURER D : Traveler	s Ind Co of A	merica	25666
				INSURER E :			
001	/ERAGES CER			INSURER F:			
COVERAGES CERTIFICATE NUMBER: 348784147 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							
CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY		CO-5J777287-22	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000,000
-	X Contractual link					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 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-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
D	OTHER:					COMPINED OFFICE CHAPT	\$
_	X ANY AUTO		BA-9M453429-22	5/1/2022	5/1/2023	(La accident)	\$ 1,000,000
-	OWNED SCHEDULED						\$
-	X HIRED X NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
-	AUTOS ONLY AUTOS ONLY					(Per accident)	\$

5/1/2022

5/1/2022

5/1/2023

5/1/2023

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.

CUP-4J428679-22

UB-0L10858A-22

DED X RETENTION\$ 10,000

ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

X OCCUR

CLAIMS-MADE

UMBRELLA LIAB

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

**EXCESS LIAB** 

X

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
TO WHOM IT MAY CONCERN	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 MAT CONCERN	AUTHORIZED REPRESENTATIVE  HISCORIA

PROPERTY DAMAGE (Per accident)

EACH OCCURRENCE

STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

E.L. DISEASE - POLICY LIMIT | \$ 1,000,000

AGGREGATE

\$ \$

\$ 2,000,000

\$2,000,000

\$1,000,000