

NOTICE

Please note that this bid from FONDRIEST ENVIRONMENTAL for the solicitation DEP2200000004 was received at the Purchasing Division office prior to the established bid-opening date and time on August 31, 2021, but did not load properly at the public bid opening. This response has since been loaded and is now posted.



Guy Nisbet

Assistant Purchasing Director



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

[List View](#)

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 919966

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000174281

SO Doc ID: DEP2200000004

Legal Name: FONDRIEST ENVIRONMENTAL INC

Published Date: 8/12/21

Alias/DBA:

Close Date: 8/31/21

Total Bid: \$44,500.00

Close Time: 13:30

Response Date: 08/23/2021

Status: Closed

Response Time: 12:27

Solicitation Description: Maintenance and Repair for YSI Water Quality Meters

Responded By User ID: LizFondriest

Total of Header Attachments: 4

First Name: Liz

Total of All Attachments: 4

Last Name: Fondriest

Email: Liz@fondriest.com

Phone: 937-426-2151



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 919966
Solicitation Description: Maintenance and Repair for YSI Water Quality Meters
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-08-31 13:30	SR 0313 ESR08232100000001272	1

VENDOR
000000174281
FONDRIEST ENVIRONMENTAL INC

Solicitation Number: CRFQ 0313 DEP2200000004
Total Bid: 44500
Response Date: 2021-08-23
Response Time: 12:27:36
Comments:

FOR INFORMATION CONTACT THE BUYER
Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Maintenance & Repair Service				44500.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments:

Extended Description:

Vendor to enter Total Bid Amount from Exhibit A Pricing Page.

REQUEST FOR QUOTATION
Service Contract for YSI Water Quality Meters – Open End

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Division of Water and Waste Management, to establish an Open-End contract for Maintenance and Repair of YSI Water Quality Meters.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means Open-End Maintenance and Repair Service Contract for YSI Water Quality Meters as more fully described in these specifications.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 “WV DEP” means the West Virginia Department of Environmental Protection.

2.5 “YSI” originally known as Yellow Springs Instruments, YSI is now a trademark of Xylem Inc.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must be certified as an authorized service center for YSI water quality meters.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

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4.1.1 Maintenance and Repair Service – This contract shall provide for all labor, materials, equipment, supplies, and incidentals required to maintain and repair water quality equipment.

4.1.1.1 Vendor must perform a free evaluation upon receipt of instruments.

4.1.1.2 Vendor must send a detailed evaluation report and price quote (including freight charges) within ten (10) working days via email to point of contact.

4.1.1.3 Vendor will only perform repairs based on approval received from WV DEP. All repairs must be completed and returned to WV DEP within thirty (30) calendar days after approval is received from point of contact.

4.1.1.4 Vendor must return all repaired instruments with a calibration report to confirm that system parameters meet factory specifications www.ysi.com.

4.1.1.5 Maintenance and repair service will be compensated at an hourly rate. Yearly contract hours will be estimated by WV DEP. Hours estimated are used for evaluating purposes only. No guaranteed quantity of hours is assumed, provided, or implied.

4.1.1.6 All repair services must have a minimum ninety (90) day manufacturer's warranty on labor.

4.1.2 Parts

4.1.2.1 All replacement parts used in the repair must be factory authorized parts.

4.1.2.2 All replacement parts must have a minimum one (1) year manufacturer's warranty.

4.1.2.3 Vendor must send a detailed price quote (including freight charges) for parts within five (5) working days via email to point of contact.

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4.1.2.4 Parts will be paid at cost plus mark-up. Vendor should provide the mark-up in terms of a decimal multiplier, as per the following example:

4.1.2.4.1 Place decimal point in front of percentage digits to add to one (1). Vendor should then multiply their multiplier by the parts cost estimated by the WV DEP to arrive at the total for parts. The parts cost is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied.

Multiplier

Example

Meaning

0.5	Vendor sells parts to WV DEP at one-half Vendor's cost.
1.0	Vendor sells parts to WV DEP at Vendor's cost.
1.25	Vendor sells parts to WV DEP at Vendor's cost plus a 25% mark-up.
1.5	Vendor sells parts to WV DEP at Vendor's cost plus a 50% mark-up.

4.1.3 Shipping and Freight Charges

4.1.3.1 All shipping and freight charges will be paid based upon actual shipping costs.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor

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that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering their pricing information into WV OASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should fill out Exhibit A Pricing Page by providing hourly rate and parts multiplier. Vendor should enter Total Bid Amount of Exhibit A Pricing Page into Commodity Line of wvOasis.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay hourly rate for Maintenance and Repair Services, and a cost plus mark-up for parts only, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 8.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 8.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 8.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 8.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

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

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Paul Nieberding
Telephone Number: 937-426-2151
Fax Number: 937-426-1125
Email Address: paul.nieberding@fondriest.com

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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

(Company)



(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

EXHIBIT A - PRICING PAGE

DEP Master Agreement YSI Water Quality Meters Maintenance and Repairs

Labor Cost:

Standard Hourly Labor Rate per Specification Section 4.1.1.5	x	Estimated Hours	=	Total Labor Cost
<u>\$ 100.00</u>	x	<u>300</u>	=	<u>\$ 30,000.00</u>

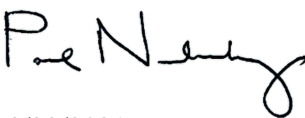
Parts:

Parts Cost Multiplier per Specification section 4.1.2	x	Multiplier	=	Total Parts Multiplier
<u>\$10,000.00</u>	x	<u>1.45</u>	=	<u>\$ 14,500.00</u>

Total Bid Amount* \$ 44,500.00

* Total Bid Amount is calculated by adding the Total Labor Cost and the Total Parts – Percentage

***If submitting through wvOASIS, vendor is to enter their hourly rate on the wvOASIS commodity line 1 and the Total Parts Multiplier Price in commodity line 2. Please list markup % in Commodity Line Comments. Vendors must also attach their Pricing Page.**

Vendor Signature: 

Date: 8/23/2021

STATE OF WEST VIRGINIA
Purchasing Division

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 §5A-3-10a, 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 exceeds 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: Fondriest Environmental, Inc

Authorized Signature: [Signature] Date: 8-23-2021

State of Ohio

County of Greene, to-wit:

Taken, subscribed, and sworn to before me this 23 day of August, 2021.

My Commission expires August 30, 2023.



NOTARY PUBLIC [Signature] (formally Roberts)

MICHELLE ROBERTS, Notary Public
in and for the State of Ohio
My Commission Expires Aug 30, 2023

Purchasing Affidavit (Revised 01/19/2018)