



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 489840

Doc Description: Air bag Powered Dock levelers

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-06	2018-09-20 13:30:00	CRFQ 1400 AGR1900000003	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

*Pearson Refrigeration Services Inc.
 1234 OHIO AVE
 Dunbar, WV 25064
 304-722-1810*

RECEIVED

2018 SEP 19 PM 2:59

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

Frank W. Pura

FEIN #

55-0676021

DATE

9-18-18

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

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Melissa Pettrey
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division 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 of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. 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 Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 09/20/2018 @ 1:30 P.M. EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: PEARSON REFRIGERATION SERVICES INC.
Contractor's License No.: WV-004896

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

2. 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 Purchasing Division 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.

2.1. 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.

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.

Franklin A. Pearson President
(Name, Title)
FRANKLIN A. PEARSON President
(Printed Name and Title)
1234 OHIO AVE DUNBAR, WV 25064
(Address)
304-722-1846 / 304-722-1846
(Phone Number) / (Fax Number)
FRANK.PEARSON@PTSWV.COM
(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.

Pearson Refrigeration Services Inc
(Company)

Franklin A. Pearson President
(Authorized Signature) (Representative Name, Title)

FRANKLIN A. PEARSON President
(Printed Name and Title of Authorized Representative)

9-18-18
(Date)

304-722-1810 / 304-722-1846
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Air Bag Powered Dock Levelers

12. MISCELLANEOUS:

12.1. 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: Franklin A. Pierson

Telephone Number: 304-727-1810

Fax Number: 304-727-1846

Email Address: FRANK.PIERSON@PTSWVA.COM

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: 500,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: 500,000.00 per occurrence.
- Professional/Maipractice/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.
-
-
-
-

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 Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment 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 a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 Purchasing Division.

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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director 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 Purchasing Division Director, shall not constitute a 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 Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): 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.

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 Purchasing Division prior to Contract award.

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: CRFD 1400 AGE1900000003

Contract Purpose: Dock Levelers

Agency Requesting Work: Department of Ag

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code § 21-1D-5* was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: Health Research Systems INC

Vendor Telephone: 304-529-4453

Vendor Address: 821 6TH AVE
Huntington, WV
25701

Vendor Fax: 304-529-4459

Vendor E-Mail: _____



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, Frank Pierson, after being first duly sworn, depose and state as follows:

1. I am an employee of Pierson Refrigeration Services; and,
(Company Name)
2. I do hereby attest that Pierson Refrigeration Services
(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: Frank Pierson

Signature: [Handwritten Signature]

Title: President

Company Name: Pierson Refrigeration Services

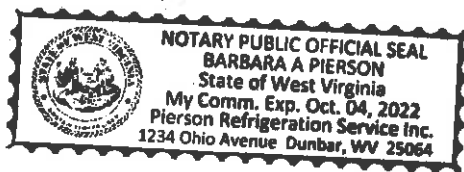
Date: 9-18-18

Taken, subscribed and sworn to before me this 18 day of September, 2018.

By Commission expires October 4, 2022

(Seal)

[Handwritten Signature]
(Notary Public)



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: Pierson Refrigeration Services

Authorized Signature: [Signature] Date: 9-18-18

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 18 day of September, 2018

My Commission expires October, 4, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pierson Refrigeration Services, Inc.
of Dunbar, WV, as Principal, and The Cincinnati Insurance Co
of Fairfield, OH, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of bid amount (\$ 5% of bid amount) 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
Install 3 dock levelers and the electrical for the WV Department of Agriculture in Ripley, WV.

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 19th day of September, 2018.

Principal Seal

Pierson Refrigeration Services, Inc.

(Name of Principal)

By [Signature]

(Must be President, Vice President, or
Duly Authorized Agent)

Vice-President

(Title)

Surety Seal

The Cincinnati Insurance Company

(Name of Surety)

[Signature]

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.**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael Boone, Jessica L.C. Adkins, Kathy Marcum, Mark Sturm, Vance Bunn, Lisa McGuire, Carla Dobbins, Nancy Shipp, Kristine Mason, Michael Mason, Randall Kerns,

of Bridgeport, WV its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Eight Million Dollars and 00/100 (\$8,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This 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 the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



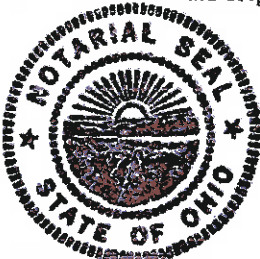
THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 19th day of September, 2018

Signature of Scott R. Bolan

Assistant Secretary



REQUEST FOR QUOTATION
Air Bag Powered Dock Levelers

EXHIBIT A – Pricing Page

State of West Virginia Department of Agriculture
Donated Foods Warehouse Dock Leveler Project
4496 Cedar Lakes Drive, Ripley, WV

Name of Vendor:

Pickson Refrigeration Services LLC

The Vendor, being familiar with and understanding the Bidding Documents, and also having examined the site and having become familiar with all local conditions affecting the project hereby proposes to furnish all necessary and required labor, material, equipment, supplies and transportation, and to perform all work in accordance with the Bidding Documents within the time limit set forth for the sum of:

Total Bid Amount:

Department of Agriculture Donated Foods Warehouse Air Bag Powered Dock levelers:

Seventy Six Thousand Ninety Seven Dollars

(\$ 76,097.⁰⁰)

(Show Bid Amount in both words and numbers.)

(In the event of a difference between the written bid amount and the number bid amount, the written bid amount shall govern.)



Pierson Technical Services

A Member of the Pierson Family of Companies

1234 Ohio Ave

Dunbar, WV 25064

WV-004896

Charleston (304) 722-1810 Huntington (304) 525-2252

Fax: (304) 722-1846 Service@ptswv.com

Quotes Valid 30 Days

HVAC

September 13, 2018

Melissa K. Pettrey

Senior Buyer

Plumbing

WV Department of Administration

Purchasing Division

RE: CRFQ AGR1900000003

Refrigeration

Ms. Pettrey,

I need to make an exception to two specifications of the bid documents.

- 1- I need to make an exception to 13.1.1.16 of the bid section "General Requirements" 13.1.1.16 covers a lifetime warranty on the lip hinge. This statement is somewhat misleading as the lip hinge is nothing more than a 1 inch diameter steel rod. As I have never experienced a failure of this part under normal service, and if the warranty on the lip hinge is still an issue I (Pierson Refrigeration Services Inc.) will personally warrant the 1 inch diameter steel rod used as the hinge for the life of the lift. I am sure the only reason Rite Hite does not express a lifetime warranty on this item is because it seems unnecessary to do so.

Facility
Energy
Management

We are proud of the warranty expressed by Rite Hite as it is one of the most comprehensive warranties in the industry and it far exceeds the warranties of most of the other dock leveler manufacturers.

Food Service
Equipment

- 2- I need to make an exception to 13.1.1.10 of the bid section "General Requirements" This specification verbage is brand specific for Kelley Levelers. It is also seems problematic as some of the Kelley Levelers installed at the Ripley facility required shims to bring them into level alignment. Shimming is a common practice with virtually all Leveler manufacturers due to the un-level and uneven nature of the concrete in

Electrical

Commercial
Dishwashers

the pits. Based on the need to shim the Kelley Levelers at Ripley it is apparently utilized by Kelley as well.

Warmest Regards,
Frank Pierson, Sr.
Pierson Refrigeration Services Inc.
Pierson Technical Services
304-722-1810 – Charleston
304-525-2252 – Huntington
304-722-1846 – Fax
Frank.Pierson@ptswv.com

**REQUEST FOR QUOTATION
Air Bag Powered Dock Levelers**

EXHIBIT B - PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 Three (3) Air-Powered Dock Levelers

13.1.1.1 Three (3) Air bag powered dock levelers must fit current and existing pits of the warehouse. Vendors must verify measurements during the Mandatory Pre- Bid meeting and before ordering any equipment.

13.1.1.2 Each air bag powered dock levelers must be a minimum capacity of 40,000lbs.

13.1.1.3 Air bag powered dock levelers must include brush weather seals.

13.1.1.4 Air bag powered dock levelers must be 60,000 lbs. structural dock level with support legs.

13.1.1.5 Must have an engineered beam that is fully welded to front header assembly and are designed to conform to out of level trucks.

13.1.1.6 Must have a minimum 10-amp High Volume Fan with single speed, Low pressure airbag lifting system.

13.1.1.7 Must be a 110-volt single phase power operation.

13.1.1.8 Must have Automatic Lip extension with a 20-inch lip to accommodate refrigerated trailers and gravity lip.

13.1.1.9 Must be maintenance free. Limited grease lugs where it can easily be cleaned out with a water hose.

See Exception Letter — **13.1.1.10 Must have a frame design incorporated adjustable front and rear leveling system that does not require shims to be placed during installation**

**REQUEST FOR QUOTATION
Air Bag Powered Dock Levelers**

13.1.1.11 Must have full operating Toe guards.

13.1.1.12 Must have a Below-dock end loading capability to load and unload trailers of varying height, including trailers that are below the level of the dock.

13.1.1.13 Must have a NEMA certified 4x Non- Metallic Push button Control Panel to be installed beside the following doors: shipping door 1 on the right, shipping door 2 on the left and shipping door 3 on the right.

13.1.1.14 Must have an Integral maintenance strut & lip lock.

13.1.1.15 Must have a reduced lip crown/extended lip chamber.

See exception letter **13.1.1.16** Must have a lifetime lip hinge warranty. Documentation to be presented to Agency upon completion of the installation of the project.

13.1.1.17 Must have a protection system which prevents forklift from falling all the way down after plate is placed into truck if trailer is unexpectedly pulled away from the dock during loading.

13.1.1.18 Must include all Electrical work for this project, including the wiring of dock levelers into the push button control panel and the breaker box.

13.1.1.19 Must have a maximum height of 23" inches.

13.1.1.20 Must have a maximum length of 88" inches.

13.1.1.21 Must have a maximum width of 37.5" inches.

**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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input 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.

Person Refrigeration Services LLC
Company

Franklin A. Person
Authorized Signature

9-18-18
Date

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