



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

# Request for Quotation

RFQ NUMBER
LAB7979

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

**RECEIVED**

RFQ COPY

APR 29 2011

Seraphin Test Measure  
 P.O. Box 227  
 Rancocas, NJ 08073-0227

SHIP TO

DIVISION OF LABOR  
 MEASUREMENT LAB  
 570 MACCORKLE AVE SW  
 ST. ALBANS, WV  
 25177 727-5781

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		780-80	\$45,894.00	\$45,894.00
MOBILE LIQUID PETROLEUM GAS (LPG) CALIBRATION UNIT Delivered						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF LABOR, IS SOLICITING BIDS FOR A MOBILE LIQUID PETROLEUM GAS (LPG) CALIBRATION UNIT PER THE ATTACHED SPECIFICATIONS.						
ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING T FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/29/2011 AT 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

**RECEIVED**  
 2011 MAY 11 A 10:21  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	609-267-0902	5/9/11	
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	22-1825950		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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 304-558-2316

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 VENDOR

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 44 RFQ. NO.: LAB7979 BID OPENING DATE: 05/19/2011 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 609.261-2546 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Jack Nowicki -----     ***** THIS IS THE END OF RFQ LAB7979 ***** TOTAL: \$45,894.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 609-267-0922	DATE 5/9/11	
TITLE President	FEIN 02-1825950	ADDRESS CHANGES TO BE NOTED ABOVE	

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## Mobile Liquid Petroleum Gas (LPG) Calibration Unit (1) Trailer with (2) Provers

### 100 Gallon LPG Prover unit specifications

<b>Construction:</b>	Build to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX Pressure Vessel Code
<b>Calibration:</b>	By standards traceable to National Institute of Standards And Technology
<b>Nominal Capacity:</b>	100 Gallon
<b>Material:</b>	Series 300 Stainless Steel
<b>Volume Indication:</b>	Aluminum Graduated Scale
<b>Scale Graduations:</b>	10 Cubic inches on left scale, 0.05 Gal. on right
<b>Code Stamp:</b>	Engraved Aluminum with U Stamp and Serial #
<b>Data Plate:</b>	Engraved with Manufacturers name, address, Material I.D., Material thickness, Serial #, Cubical coefficient of thermal expansion, Nominal Volume, Drain time after flow cessation
<b>Legs:</b>	(4) non-adjustable stainless steel bolt down legs for mounting to trailer
<b>Thermowell:</b>	(1) Stainless Steel thermowell
<b>Pressure Gauge:</b>	Minimum of 4.5" Stainless Steel, liquid filled, gauge, installed in the vapor portion of the upper neck. Gauge registers to 300 PSI
<b>Spirit Levels:</b>	(2) installed on prover body 90 degrees from each other—for checking Level from front to rear and side to side
<b>Scale Plates:</b>	(2) plates, one marked in cubic inch increments and one marked in .05 Gallon increments, placed to provide a clear view to the operator
<b>Paint:</b>	IMRON fuel resistant white paint or the equivalent
<b>External Pressure</b>	
<b>Propane Relief Valve:</b>	Installed at top of neck and protected by a stainless steel ring welded to upper neck

### 20 – 25 Gallon LPG Prover unit specifications

<b>Construction:</b>	Build to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX Pressure Vessel Code
<b>Calibration:</b>	By Standards traceable to National Institute of Standards And Technology
<b>Nominal Capacity:</b>	Minimum 20 Gallon – Maximum 25 Gallon
<b>Material:</b>	Series 300 Stainless Steel
<b>Volume Indication:</b>	Aluminum Graduated Scale
<b>Scale Graduations:</b>	5 Cubic inches on left scale, 0.01 Gal. on right
<b>Code Stamp:</b>	Engraved Aluminum with U Stamp and Serial #
<b>Data Plate:</b>	Engraved with Manufacturers name, address, Material I.D., Material thickness, Serial #, Cubical coefficient of thermal expansion, Nominal Volume, Drain time after flow cessation
<b>Legs:</b>	(4) non-adjustable stainless steel bolt down legs for mounting to trailer
<b>Thermowell:</b>	(1) Stainless Steel thermowell

<b>Pressure Gauge:</b>	Minimum of 4.5" Stainless Steel, liquid filled, gauge, installed in the vapor portion of the upper neck. Gauge registers to 300 PSI
<b>Spirit Levels:</b>	(2) installed on prover body 90 degrees from each other—for checking Level from front to rear and side to side
<b>Scale Plates:</b>	(2) plates, one marked in cubic inch increments and one marked in .05 Gallon increments, placed to provide a clear view to the operator
<b>Paint:</b>	IMRON fuel resistant white paint or the equivalent
<b>External Pressure</b>	
<b>Propane Relief Valve:</b>	Installed at top of neck and protected by a stainless steel ring welded to upper neck
<b>Storage Enclosure:</b>	Provides protection for reel of power cord and fire extinguisher. It is also used for tool storage.
<b>Dimensions:</b>	58" to 60" X minimum 30" X minimum 34"
<b>Material:</b>	Aluminum box enclosure with 2 lockable aluminum diamond plate doors on each side of trailer.
<b>Power Cord Reel:</b>	minimum of 100ft. of explosion proof power cord on retractable reel
<b>Fire Extinguisher:</b>	(1) 10lb. rechargeable fire extinguisher mounted in enclosure approved for LP use
<b>1 Pump Off System:</b>	
<b>Pump:</b>	Positive Displacement, Explosion Proof, minimum 2 H.P., Single Phase, 1.25" Blackmer Pump (Model LGL 1-1/4-DM) or the equivalent
<b>Liquid inlet and outlet:</b>	(4) MARPAC B790 Ball Valves or the equivalent
<b>Hose Reels:</b>	(2) Spring rewind Hannay ( or equivalent) hose reels with minimum of 30ft. of 3/4" diameter hose approved for LP use—mounted over each fender
<b>Grounding Wheel:</b>	Static retractable grounding reel with minimum of 50' of cable with clamp
<b>Trailer Specifications:</b>	Must meet or exceed all DOT specifications for a device of this type, and meet or exceed all state and federal highway safety and lighting specifications.
<b>Construction:</b>	Minimum 4"X2"X3/16" wall steel rectangular tubing
<b>Bed Material:</b>	Aluminum diamond plate
<b>Bed Dimensions:</b>	58" to 60" W X 90-94" L
<b>Brakes:</b>	Electric
<b>Lights:</b>	Explosion Proof lighting
<b>Axel:</b>	Tandem
<b>Axel Rating:</b>	Minimum 6000 GVW
<b>Coupling:</b>	2" Ball Type
<b>Leveling Jacks:</b>	(3) electric jacks (one on each rear corner and one at tongue)
<b>Wiring:</b>	All wiring is installed in 3/4" metal conduit
<b>Spare Tire:</b>	Spare wheel and tire mounted to trailer. Wheel and tire must match that used on trailer.

**Warranty for entire unit: Full one year parts and labor – Vendor must respond on-site (WV Division of Labor –Weights & Measures Laboratory) within five business days of receipt of request for assistance.**

**Calibration Unit must be delivered to the WV Division of Labor, Weights & Measures Laboratory located at 570 MacCorkle Avenue, West, St. Albans, WV 25177 on or before July 22, 2011 at 4:00 p.m.**

**BID COST SHEET**  
**RFQ LAB7979**

**VENDOR NAME:**

**SIGNATURE & DATE:**

Note: The signatory must be an individual or a company officer empowered to contractually bind the vendor.

The cost, detailed below, must indicate the price for providing the entire scope of services, including all services as defined in the attached specifications, as well as any applicable state and/or federal taxes. The cost shall include delivery of the unit to the WV Division of Labor Weights & Measures Laboratory. The cost shall remain valid for at least 120 days from date of bid opening and thereafter in accordance with any resulting contract between the vendor and the State. All monetary amounts are United States currency.

Item #	Quantity	Cost Item Descriptions	Item Cost	Total Cost
1	1	Mobile Liquid Petroleum Gas (LPG) Calibration Unit (defined as one trailer with 2 provers)	\$ 45,894.00	\$ 45,894.00

Cost must include:

Warranty for entire unit: Full one year parts and labor - Vendor must respond on-site (WV Division of Labor - Weights & Measures Laboratory) within five business days of request for assistance.

Delivery of calibration unit to the WV Division of Labor Weights & Measures Laboratory located at 570 MacCorkle Ave. West, St. Labans, WV 25177. Unit must be delivered on or before July 22, 2011 at 4:00 p.m.

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pemberton Fabricators  
Date: 5/9/11

Signed: [Signature]  
Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



RFQ No. LAB7979

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Pemberton Fabricators Inc

Authorized Signature: [Signature] Date: 5/9/11

State of New Jersey

County of Burlington, to-wit:

Taken, subscribed, and sworn to before me this 9 day of May, 2011

My Commission expires Nov. 18, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC  
CHERYL LYNN PARKER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 18, 2014  
[Signature]