



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

State of West Virginia Master Agreement

Order Date: 06-12-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0211 4078 GSD2400000007 1	Procurement Folder:	1400102
Document Name:	Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection	Reason for Modification:	
Document Description:	Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection	Award of CRFQ GSD2400000022	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-06-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-06-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000114773				Requestor Name: Scotty E Pauley	
NITRO CONSTRUCTION SERVICES INC				Requestor Phone: 304-352-5481	
4300 1ST AVENUE				Requestor Email: scotty.e.pauley@wv.gov	
NITRO		WV	25143		
US					
Vendor Contact Phone: 3042041566		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	No				
#3	No				
#4	No				
24 FILE LOCATION _____					

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION

DATE: *Tara* 6/12/2024
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Don* 6.25.24
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Open- End Contract (CMA)

The Vendor, Nitro Construction Services, of Nitro, WV, agrees to enter into this Open-End contract with the Department of Administration, General Services Division for Inspection, Test, and Corrective Repair Services for Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pumps, and Standpipes, per the bid requirements, specifications, terms and conditions, Addendum No. 1 dated 04/29/2024, Addendum No. 2 dated 05/09/2024, Addendum No. 3 dated 05/09/2024 and the Vendors submitted and accepted bid dated 05/15/2024 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81141804				0.000000
Service From		Service To		Service Contract Amount	
				85000.00	

Commodity Line Description: Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection

Extended Description:

See Exhibit A pricing page for cost.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 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.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Robert McCallister

(Address) 4300 1st Avenue, Nitro, WV 25143

(Phone Number) / (Fax Number) 304-204-1565 / 304-204-1350

(email address) RMCCALLISTER@NITROCS.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 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Nitro Construction Services

(Company)

Robert McCallister

(Signature of Authorized Representative)

Robert McCallister, Division Manager 4-26-24

(Printed Name and Title of Authorized Representative) (Date)

304-204-1565 / 304-204-1350

(Phone Number) (Fax Number)

RMCCALLISTER@NITROCS.COM

(Email Address)

REQUEST FOR QUOTATION
**Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration, General Services Division to establish an open-end contract for Inspection, Test, and Corrective Repair Services for Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pumps, and Standpipes. This contract will also establish labor rates, and parts mark-up for any corrective maintenance issues for these items, as well as inspection rates. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

Vendor is required to field verify equipment at each building during the two-week period following pre-bid meeting. A list of contacts to schedule site visits will be provided at the pre-bid (See Exhibits B & C for this information).

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 Inspections and Corrective Maintenance

Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pumps, and Standpipes, 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 must 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 **“Repair”** shall be defined as corrective maintenance performed as requested to correct a malfunction or failure in any system inspected. No repair shall be performed without authorization from the Agency in the form of an approved **“Agency Delivery Order (ADO)”**.

- 2.5 **“Competent Mechanic”** shall be defined as a mechanic, technician or other employee of the Contractor who meets the minimum qualifications necessary to perform work under this Contract as outlined in Section 3.

- 2.6 **“Maintenance”** is the care and servicing for the purpose of maintaining equipment in satisfactory operating condition by providing systematic inspection. It is also the test performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system, can be restored to an operational condition.

REQUEST FOR QUOTATION
**Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs**

2.7 “Holidays” shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Holiday -Thursday and Friday, Election Days and Christmas Day).

2.8 “Vendor” shall also be known as “Contractor”.

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. Electrician: Must have W.V. State Electrical licenses.

3.2. Inspectors/Service Technicians: Bidders shall supply copy of the Inspectors certification prior to any work done under this contract in any state facility.

3.3. Plumbers/Pipefitters: Vendor shall supply a list of all plumbers/pipefitters including name(s), copy of WV State license/type, years of experience to perform type of work listed under scope.

3.4. Vendor shall have the minimum qualifications to perform such inspections.

3.5. Vendor must be factory authorized, factory trained on the installation of the Fire Protection Systems and compliance with National Fire Protection Association (NFPA) Code.

3.6. Vendor shall have at least five (5) years of documented experience with the maintenance and repair of the Fire Systems according to NFPA Code.

4. MANDATORY REQUIREMENTS:

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

4.1.1 GENERAL SCOPE: The work consists of providing back flow preventer inspections in accordance with State and Federal Guidelines for each location and units(s) within that location and providing sprinkler system inspections and repair services in accordance with State and Federal Guidelines. The intent is that the completed work will provide the Agency’s Representative with an approved ASSE (American Society of Safety Engineers) field test report with all data for the unit being inspected.

REQUEST FOR QUOTATION
**Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs**

4.1.1.1 Inspection Services:

4.1.1.1.1 QUARTERLY SPRINKLER/WATERFLOW

BACKFLOW INSPECTION : Vane & pressure type water flow switch alarms for the sprinkler system should be conducted by flowing the inspector's test drains (for vane switches) or by using the bypass connection (for pressure switches). Semi-Annual also test the sprinkler water supply control valve supervisory (tamper) alarms by operating the valve. The alarms should be activated when the valve is more than two turns (or 1/5 closed) to the closed position and remain in alarm until the valve is reopened. The task must be completed by certified contractor and report provided must indicate "quarterly inspection".

4.1.1.1.2 DRY AGENT SYSTEMS INSPECTIONS: Inspect for proper operation and manufacturer's specifications.

4.1.1.1.3 MONTHLY FIRE PUMP INSPECTION for **Building 3, Building 6 and Building 35:** Inspect for proper operation.

4.1.1.1.4 ANNUAL DOMESTIC BACKFLOW INSPECTION:
Inspect for proper operation.

4.1.1.1.5 ANNUAL STANDPIPE & DRAIN TEST/INSPECTION:
Inspect for proper operation.

4.1.1.2 SERVICE: Agency will contact vendor for the type of inspection to be done and the building to be inspected and a Agency Delivery Order (ADO) will be requested to reflect the building needing the work done. An Agency delivery order shall be issued to the Vendor by the Agency listing the type of inspection and the location of the inspection work to be performed. No work can be performed until this Agency Delivery Order is received.

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Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs

- 4.1.1.2.1** The Vendor shall be on-site within **7 calendar days** of receipt of the Agency Delivery Order. If the Vendor is unable to respond on-site within the given time allowed for any inspection service call, the Vendor must contact the Agency prior to the expiration of the given time allowed.
- 4.1.1.2.2** Vendor shall provide and install all parts, components, and materials to keep equipment operating in accordance with manufacturer's specifications. The Vendor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Vendor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.
- 4.1.1.2.3** The Vendor shall be required to receive approval from an authorized Agency Representative(s) for replacement parts, components, or materials prior to its purchase or requisition. Part(s) must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. Part(s) for non-emergency repair must be received and installed no later than 5 days after authorization from the Agency. Part(s) for emergency repair service must be received and installed no later than 3 days after authorization from the Agency.
- 4.1.1.2.4** If the Vendor is unable to provide and install parts within the given time allowed for any repair service (non-emergency or emergency), the Vendor must so notify the Agency, prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by approval of the Agency.

REQUEST FOR QUOTATION
**Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs**

- 4.1.1.2.5** Vendor is responsible for procuring all necessary parts needed to perform Corrective Maintenance under this Contract within the required time frames established herein. The Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for parts are not permitted.
- 4.1.1.3 REPAIR SERVICE:** An Agency Delivery Order (ADO) shall be issued to the Vendor for work to be performed.
- 4.1.1.3.1** The Vendor shall be on-site within **(twenty-four) 24 hours** of receipt of the Agency Delivery Order. If the Vendor is unable to respond on-site within the given time allowed for any repair service call the Vendor must contact the Agency prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by approval of the Agency.
- 4.1.1.3.2** During the life of this Contract, the Agency may have need of repair services on an emergency basis. Emergency repair service calls shall be placed to the Vendor by an authorized Agency Representative and on-site response shall be guaranteed within **(four) 4 hours** of the receipt of the emergency service call.
- 4.1.1.3.3** If the Vendor is unable to respond on-site within the given time allowed for any emergency repair call, the Vendor must contact the Agency.
- 4.1.1.4 TELEPHONE SERVICE:** Vendor shall maintain a continuous 24-hour emergency telephone service for receipt of emergency service calls. This service must be maintained every day of the week, including weekends and Holidays.

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4.1.1.5 Reports:

- 4.1.1.5.1** Upon annual inspection, the technician generates a report of any discrepancies found during the test. From the report a service order shall be issued to repair those discrepancies in both the sprinkler and back flow preventer systems.
- 4.1.1.5.2** Annual reports will be submitted to the Agency Contact within 30 days of request to complete system inspection or evaluation in accordance with Federal and State Guidelines. Such reports may be in an electronic format available to the Agency's Contact. In such a case, any database information collected will remain the sole property of the State of West Virginia. All reports *must* indicate the building location, the type of inspection (sprinkler waterflow/backflow, domestic waterflow, or fire pump) and the specific time of inspection (quarterly, annually, or monthly) and any discrepancies.
- 4.1.1.5.3** Devices and monitoring panels will be bar-coded, numbered, or otherwise visibly marked to identify the equipment for reporting purposes. This identification number will be noted on all reports regardless of reporting media (paper or electronic).
- 4.1.1.5.4** Annual inspections and reports will be scheduled by the Agency's Contact and said report shall be submitted within 30 days of request/release to complete system Inspection or evaluation in accordance with State and Federal Guidelines.
- 4.1.1.5.5** The Vendor shall provide monthly usage reports listing each Delivery Order issued for that reporting period with the number of corrective maintenance hours worked and the amount of manufactured parts. A copy of this report shall be sent to the Agency after it is generated at the end of each month.

REQUEST FOR QUOTATION
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Inspections & Corrective Repairs**

4.1.1.6 LABOR WARRANTY: The Vendor will furnish a warranty of 1 year for all labor performed under this Contract.

4.1.1.7 Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in contract documents.

4.1.1.8 Unless otherwise requested by the Agency, work will be conducted during the normal business hours of 7:00AM to 5:00PM, Monday through Friday.

4.1.1.9 Vendor shall make available to the Agency, within 24 hours of a written request, a copy (hard or electronic) of any inspection report resulting from any inspection performed during the life of the contract.

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 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 in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor shall indicate the price (per inspection) for the listed items in columns B through G at the top of the Pricing Page. At the bottom of this section, a sum for each column will be indicated, and those that row would be summed to get the Grand Total for the Inspections Section.

Vendor shall indicate the price (per inspection) for Fire Pump Inspections (Column E) for each building indicated. The total for inspections for each building shall be indicated.

Vendor shall indicate the price (per inspection) for Standpipe & Drain Inspections/Tests (Column G). The total for inspections for each building shall be indicated.

REQUEST FOR QUOTATION
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Inspections & Corrective Repairs

Vendor shall indicate the Hourly Labor Rate (Row 45) that will be for the life of the contract. To calculate the Extended Price, Vendor will multiply the indicated labor rate by the estimated quantity of hours (e.g. $\$70 * 500 = \$35,000$)

Vendor shall indicate the percentage that parts will be marked up (i.e. 25%) (Column F, Row 48). To calculate the Extended Price, Vendor will multiply the Estimated Parts cost by the Parts Mark-up factor (i.e. 25% markup, will be $\$10,000.00 * 1.25 = \$12,500.00$).

Vendor must type, write, or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Melissa.K.Pettrey@wv.gov

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.
 - 6.1. **DELIVERY ORDERS:** The Agency will issue Agency Delivery Orders (ADO) based on the prices per inspection per building. Agency can either issue Delivery Orders by inspection type or by Building location (not determined at this time). Corrective Maintenance will be issued based on the Hourly Maintenance Cost for the Building multiplied by the number of hours labor involved to bring the equipment to operational condition. The parts will be reimbursed at the parts plus markup rate indicated on the bid sheet. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response along with a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
7. **PAYMENT:** Agency shall pay per rates established, 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. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
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9. 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:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

**REQUEST FOR QUOTATION
Sprinkler/Waterflow, Domestic Backflow, Dry Systems, Fire Pump, & Standpipe
Inspections & Corrective Repairs
CRFQ GSD2400000022**

11. MISCELLANEOUS:

11.1. 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: Robert McCallister

Telephone Number: 304-204-1565

Fax Number: 304-204-1350

Email Address: RMCCALLISTER@NITROCS.COM

[illegible]

EXHIBIT B - LIST OF BUILDINGS

BLDG 1	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 3	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 4	112 CALIFORNIA AVE	CHARLESTON	WV	25305
BLDG 5 - HIGHWAYS	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 6	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 7 - CONFERENCE CENTER	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 8 - MANSION	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 11 - CHILLER PLANT	218 CALIFORNIA AVE	CHARLESTON	WV	25305
BLDG 12 - VETERAN'S MEMORIAL	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 13 - PARKING GARAGE	GREENBRIER ST & PIEDMONT RD	CHARLESTON	WV	25301
BLDG 14 - SUPREME COURT	2006 QUARRIER ST	CHARLESTON	WV	25305
BLDG 15 - PURCHASING	2019 WASHINGTON ST E	CHARLESTON	WV	25305
BLDG 16 - CAPITOL SCHOOL	2100 WASHINGTON ST	CHARLESTON	WV	25305
BLDG 17 - CONTRACTORS	2101 WASHINGTON ST	CHARLESTON	WV	25305
BLDG 22 - TAX AND REVENUE	1001 LEE ST	CHARLESTON	WV	25301
BLDG 23 - BECKLEY	407 NEVILLE ST	BECKLEY	WV	25801
BLDG 25 - PARKERSBURG	5TH & AVERY	PARKERSBURG	WV	26105
BLDG 27 - SURPLUS PROPERTY	2700 CHARLES ST	CHARLESTON	WV	25064
BLDG 29 AIRPORT HANGAR	502 EAGLE MOUNTAIN RD	CHARLESTON	WV	25311
BLDG 31 - DIAMOND PARKING GARAGE	500 CAPITOL ST	CHARLESTON	WV	25301
BLDG 32 - HUNTINGTON	2699 PARK AVE	HUNTINGTON	WV	25704
BLDG 33 - CENTRAL MAIL RM		CHARLESTON	WV	25305
BLDG 34 - WEIRTON	100 MUNICIPAL PLAZA	WEIRTON	WV	26062
BLDG 35 - DIAMOND	350 CAPITOL ST	CHARLESTON	WV	25301
BLDG 36 - ONE DAVIS SQUARE	ONE DAVIS SQUARE	CHARLESTON	WV	25301
BLDG 37 - DEP	604 57TH ST SE	CHARLESTON	WV	25304
BLDG 53 - CLARKSBURG	153 WEST MAIN ST	CLARKSBURG	WV	26301
BLDG 54 - FAIRMONT	400 ADAMS ST	FAIRMONT	WV	26554
BLDG 55 - LOGAN	130 STRATTON ST	LOGAN	WV	25601
BLDG 74 PLAZA FOUR	318-324 4TH AVE	SOUTH CHARLESTON	WV	25303
BLDG 84 CORNERSTONE	1409 GREENBRIER ST	CHARLESTON	WV	25311
BLDG 86 - GREENBROOKE	1124 SMITH ST	CHARLESTON	WV	25301
BLDG 88 - PLAYERS CLUB	PLAYERS CLUB DRIVE	CHARLESTON	WV	25301
BLDG 97 - WILLIAMSON	203 E 3RD AVE	WILLIAMSON	WV	25661
BLDG 98 - WAREHOUSE	321 MICHIGAN AVE	CHARLESTON	WV	25305

EXHIBIT C - Building Contacts			
Building #	Building Supervisor	Office #	Cell Number
BLDG 1 - CAPITOL	Greg Edelman	304-352-5485	304-389-8045
BLDG 3	David Lawrence	304-352-5490	304-982-0531
BLDG 4	Joey Campbell	304-352-5544	304-982-0529
BLDG 5 - HIGHWAYS	David Lawrence	304-352-5490	304-982-0531
BLDG 6	David Lawrence	304-352-5490	304-982-0531
BLDG 7 - CONFERENCE CENTER	David Lawrence	304-352-5490	304-982-0531
BLDG 8 - MANSION	Greg Edelman	304-352-5485	304-389-8045
BLDG 11 - CHILLER PLANT	Joey Campbell	304-352-5544	304-982-0529
BLDG 12 - VETERAN'S MEMORIAL	David Lawrence	304-352-5490	304-982-0531
BLDG 13 - PARKING GARAGE	David Lawrence	304-352-5490	304-982-0531
BLDG 14 - SUPREME COURT	Joey Campbell	304-352-5544	304-982-0529
BLDG 15 - PURCHASING	Joey Campbell	304-352-5544	304-982-0529
BLDG 16 - CAPITOL SCHOOL	Joey Campbell	304-352-5544	304-982-0529
BLDG 17 - CONTRACTORS	Joey Campbell	304-352-5544	304-982-0529
BLDG 22 - TAX AND REVENUE	Doug Pate	304-352-5487	304-982-0533
BLDG 23 - BECKLEY	Jason Agan	304-352-5488	304-382-4632
BLDG 25 - PARKERSBURG	Jason Agan	304-352-5488	304-382-4632
BLDG 27 - SURPLUS PROPERTY	William Dodson	304-352-5493	304-205-2720
BLDG 29 - AIRPORT HANGAR	William Dodson	304-352-5493	304-205-2720
BLDG 31 - DIAMOND PARKING GARAGE	Keith Hawkins	304-558-1108	304-382-3121
BLDG 32 - HUNTINGTON	Jason Agan	304-352-5488	304-382-4632
BLDG 33 - CENTRAL MAIL RM	Joey Campbell	304-352-5544	304-982-0529
BLDG 34 - WEIRTON	Jason Agan	304-352-5488	304-382-4632
BLDG 35 - DIAMOND	Keith Hawkins	304-558-1108	304-382-3121
BLDG 36 - ONE DAVIS SQUARE	Doug Pate	304-352-5487	304-982-0533
BLDG 37 - DEP	Joey Campbell	304-352-5544	304-982-0529
BLDG 53 - CLARKSBURG	Jason Agan	304-352-5488	304-382-4632
BLDG 54 - FAIRMONT	Jason Agan	304-352-5488	304-382-4632
BLDG 55- LOGAN	Jason Agan	304-352-5488	304-382-4632
BLDG 74 - PLAZA FOUR	William Dodson	304-352-5493	304-205-2720
BLDG 84 - CORNERSTONE	William Dodson	304-352-5493	304-205-2720
BLDG 86 - GREENBROOKE	Doug Pate	304-352-5487	304-982-0533
BLDG 88 - PLAYERS CLUB	William Dodson	304-352-5493	304-205-2720
BLDG 97 - WILLIAMSON	Jason Agan	304-352-5488	304-382-4632
BLDG 98 - WAREHOUSE	Joey Campbell	304-352-5544	304-982-0529



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1400102

Doc Description: Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-29	2024-05-15 13:30	CRFQ 0211 GSD2400000022	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

DATE

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

SOLICITATION NUMBER: GSD2400000022

Addendum Number: 1

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

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. **Two additional Backflow Preventer's have been installed in Building 1 that will be part of this solicitation. Please take this into consideration while doing the pricing page for Backflow Preventers for Building 1.**

No other changes.

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.



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1400102			Reason for Modification: Addendum no. 2
Doc Description: Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-09	2024-05-15 13:30	CRFQ 0211 GSD2400000022	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2400000022
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.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. Adding the fire suppression systems that will be in place in the New Mail Room (Building 33) and New Warehouse. The Mail Room and Warehouse share a sprinkler backflow. Each building will have its own domestic backflow. (See New Exhibit A Pricing Page attached here with the addition of the New Warehouse).
2. See attached Vendor Technical Questions and Answers.
3. See attached updated Exhibit A - Pricing Page. Vendors must fill out the attached Exhibit A - Pricing Page in its entirety.

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.

CRFQ GSD2400000022 Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspections
Vendor Technical Questions and Responses

Q1. The Pricing Page-Exhibit A. Could you clarify what a Dry Agent System Inspection is? Previous contracts did not include this item and I am not sure if it is fire extinguishers, kitchen hood suppression systems, Clean Agent systems protecting computer equipment or what.

A1. A Dry Agent System is a Clean Agent Fire Suppressant for Class A, B, and C fires.

Q2. Could you provide an *Exhibit A pricing* sheet like before?

A2. See attached (Exhibit A – Pricing Page has been updated).

*****Adding the fire suppression systems that will be in place in the New Mail Room (Building 33) and New Warehouse. The Mail Room and Warehouse share a sprinkler backflow. Each building will have its own domestic backflow. (See New Exhibit A Pricing Page attached here with the addition of the New Warehouse).**

Revised 05/08/2024

GSD640704 Exhibit A - Pricing Page

Column	B	C	D	E	F	G
Bldg. #	Annual Sprinkler Inspections	Quarterly Sprinkler Inspections	Dry Agent System Inspection	Monthly Fire Pump Inspections	Domestic Backflow Preventer Inspection	Annual Standpipe & Drain Test
1						
3						
4						
5						
6 *						
7						
8						
11						
12						
13						
14						
15						
16						
17						
22						
23						
25						
27						
29						
31						
32						
33						
34						
35						
36						
37						
53						
54						
55						
74						
84						
86						
88						
97						
98						
Warehouse						
Sum of per inspection cost						
Grand Total for all Inspections (add totals for column B, C, D, E, and F)						

	Labor Rate per Hour	Estimated Quantity	Extended Price
Labor - Hourly All-inclusive Rate		500	

	Estimated Parts	Parts Mark-up	Extended Price
Parts Mark-up	\$10,000.00		

Bid Total	
* Building 6 Domestic Backflow Preventer is located in Building 5.	
(Grand Total for all inspections + Grand Total for Fire Pump Inspections + Extended Price for Labor + Extended Price for Parts Mark-up)	



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1400102			Reason for Modification: Addendum No. 3
Doc Description: Sprinkler, Waterflow, Backflow, Dry, & Fire Pump Inspection			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-09	2024-05-15 13:30	CRFQ 0211 GSD2400000022	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

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

SOLICITATION NUMBER: CRFQ GSD2400000022
Addendum Number: 3

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

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. Correcting Exhibit A - Pricing Page to show correct number of "Dry/Clean Agent Systems" in column D. Vendors must fill out the attached Exhibit A - Pricing Page in its entirety.

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.

Column	B	C	D	E	F	G
Bldg. #	Annual Sprinkler Inspections	Quarterly Sprinkler Inspections	Dry Agent System Inspection	Monthly Fire Pump Inspections	Annual Domestic Backflow Preventer Inspection	Annual Standpipe & Drain Test
1						
3						
4						
5						
6 *						
7						
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13						
14						
15						
16						
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22						
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37						
53						
54						
55						
74						
84						
86						
88						
97						
98						
Warehouse						
Sum of per inspection cost						
Grand Total for all Inspections (add totals for column B, C, D, E, and F)						

			Labor Rate per Hour	Estimated Quantity	Extended Price
Labor - Hourly All-inclusive Rate				500	

			Estimated Parts	Parts Mark-up	Extended Price
Parts Mark-up			\$10,000.00		

Bid Total					
* Building 6 Domestic Backflow Preventer is located in Building 5.					
(Grand Total for all inspections + Grand Total for Fire Pump Inspections + Extended Price for Labor + Extended Price for Parts Mark-up)					

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2400000022

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)

☒ Addendum No. 1
☒ Addendum No. 2
☒ Addendum No. 3
☐ Addendum No. 4
☐ Addendum No. 5

☐ Addendum No. 6
☐ Addendum No. 7
☐ Addendum No. 8
☐ Addendum No. 9
☐ 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.

Nitro Construction Services
Company

Robert McCallister
Authorized Signature

5/10/24
Date

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