



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

State of West Virginia
 Request for Quotation
 09 – Construction

Proc Folder: 322308

Doc Description: ADDENDUM_2: HVAC PREVENTIVE/CORRECTIVE MAINTENANCE & PARTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-28	2017-08-01 13:30:00	CRFQ 0803 DOT1700000095	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Nitro Mechanical
 4300 1st Avenue
 Nitro WV 25143
 304-204-1500

08/01/17 13:26:45
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X  FEIN # 208844160 DATE 8/01/2017

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

ADDITIONAL INFORMATION:

ADDENDUM 2: Is being issued for the following:

1. To publish the Agency responses to the questions submitted by vendors during the Technical Questioning period.
2. To publish the pre-bid sign-in sheets.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, District One to establish an open-end contract for HVAC Maintenance. West Virginia Division of Highways - District One is established as the Agency. This is defined in Section 2 of the General Terms and Conditions. these services will take place at 1334 Smith Street, Charleston, WV; 1338 Smith Street, Charleston, WV; 1340 Smith Street, Charleston, WV; and 801 Ruffner Avenue, Charleston, WV.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV25301 US		DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC				49,600.00

Comm Code	Manufacturer	Specification	Model #
72151201			

Extended Description :

PREVENTATIVE, CORRECTIVE, AND PARTS

TOTAL BID AMOUNT FOR ALL

DOT1700000095	Document Phase Final	Document Description ADDENDUM_2: HVAC PREVENTIVE/CORRECTIVE MAINTENANCE & PARTS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
HVAC Maintenance

EXHIBIT C - PRICING PAGES

Preventive Maintenance:

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>1700</u>	x	12	=	\$ <u>20,400.00</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>88.00</u>	x	200	=	\$ <u>17,600.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.16</u>	=	\$ <u>11,600.00</u>

Total Cost * \$ 49,600.00

* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0803 DOT1700000095

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

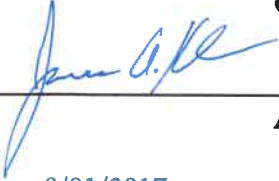
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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 MECHANICAL

Company


Authorized Signature
8/01/2017

Date

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

WV-73
Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Nicholas Kay, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Nitro Mechanical; and,
(Company Name)
- 2. I do hereby attest that Nitro Mechanical
(Company Name)


maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Nicholas Kay
 Signature: [Handwritten Signature]
 Title: Corporate Safety Director
 Company Name: Nitro Mechanical
 Date: 8/01/2017

Taken, subscribed and sworn to before me this 1st day of August, 2017.

By Commission expires May 5, 2024

(Seal)  OFFICIAL SEAL
 STATE OF WEST VIRGINIA
 NOTARY PUBLIC
 Jennifer L Kelly
 11 Lynn Ln
 Scott Depot, WV 25560
 My Commission Expires May 5, 2024

[Handwritten Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Nitro Mechanical

Authorized Signature: *Jane Oke* Date: 8/01/2017

State of WV

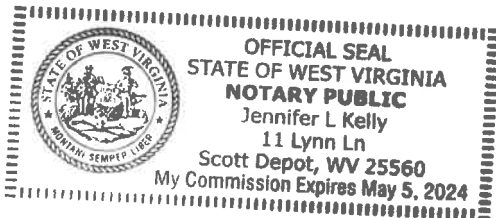
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 1st day of August, 2017.

My Commission expires May 5, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC *Jennifer L. Kelly*
Purchasing Affidavit (Revised 08/01/2013)





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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Nicholas Kay, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Nitro Mechanical; and,
(Company Name)
- 2. I do hereby attest that Nitro Mechanical
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Nicholas Kay
 Signature: *Nicholas Kay*
 Title: Corporate Safety Director
 Company Name: Nitro Mechanical
 Date: 8/01/2017

Taken, subscribed and sworn to before me this 1st day of August, 2017.

By Commission expires May 5, 2024



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Jennifer L. Kelly
11 Lynn Ln
Scott Depot, WV 25560

Jennifer L. Kelly
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 (Name, Title)
 Jamie Kuhn , Project Manager

 (Printed Name and Title)
 4300 1st Avenue Nitro WV 25143

 (Address)
 304-204-1500 304-204-1350

 (Phone Number) / (Fax Number)
 jkuhn@nitromechanical.com

 (email address)

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

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042601

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING
LOW VOLTAGE SYSTEMS
SPRINKLER AND FIRE PROTECTION

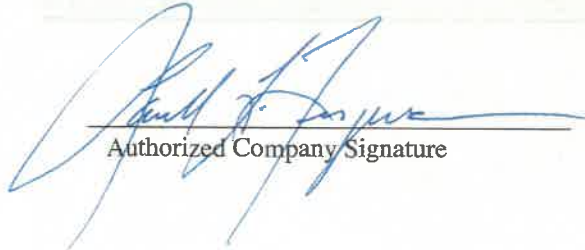
NITRO ELECTRIC COMPANY INC
DBA NITRO MECHANICAL SERVICES
4300 1ST AVE #2
NITRO, WV 25143-1001

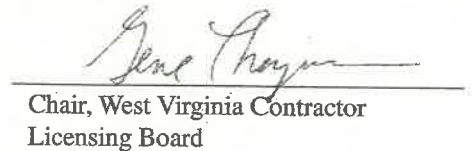
Date Issued

Expiration Date

JUNE 13, 2017

JUNE 13, 2018


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Nitro Electric Company, Inc. 4300 1st Ave Nitro, WV 25143		

COVERAGES **CERTIFICATE NUMBER: W1876583** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		ZAGLB9222200	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZACAT9243300	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	ZAWCI9402600	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
West Virginia Police is included as an Additional Insured as respects to General Liability and Auto Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia Purchasing Division Building 15 2019 Washington Street East Charleston, WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Nitro Mechanical, Inc.
of Nitro, WV, as Principal, and Philadelphia Indemnity Insurance Company
of Bala Cynwyd, PA, a corporation organized and existing under the laws of the State of
PA with its principal office in the City of Bala Cynwyd, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Central Master Agreement / HVAC Preventive / Corrective Maintenance and Parts

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 1st day of August, 2017.

Principal Seal

Nitro Mechanical, Inc.

(Name of Principal)

By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Vice President

(Title)

Surety Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

By: [Signature]

Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Douglas P. Taylor, Andrew K. Teeter, Kimberly L. Miles, Kimberly S. Burdette, and Jaime L. Carpenter of USI Insurance Services, LLC.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$100,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

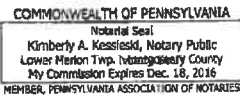
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.




(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: 
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of August, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY