



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 598117

Doc Description: Addendum No. 1 Sprinkler/Waterflow, Domestic Backflow & Fire

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-30	2019-09-13 13:30:00	CRFQ 0211 GSD2000000007	2

**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:  
*BREWER & Co. of WV, Inc.*  
*3601 7th AVE.*  
*CHARLESTON, WV 25387*  
*304-744-5314*

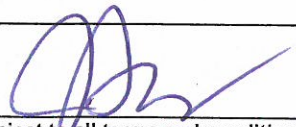
RECEIVED

2019 SEP 13 PM 1:17

WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X  FEIN # *55-0334215* DATE *9-13-19*

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

**ADDITIONAL INFORMATION:**

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

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Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration's, General Services Division to establish an Open-End contract for an inspection contract for domestic backflow preventers and sprinkler maintenance, in accordance with the specifications set forth in the following sections on a variety of wet, dry, or chemical fire suppression equipment in various buildings owned by the West Virginia Department of Administration, per the bid requirements, specifications, terms and conditions attached to this solicitation

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sprinkler/Waterflow, Domestic Backflow & Fire Pump Inspectns	1		39,500.00	39,500.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Sprinkler/Waterflow, Domestic Backflow & Fire Pump Inspections

Enter Total Bid Cost amount from Exhibit A: Pricing Page

GSD2000000007	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 1 Sprinkler/Waterflow, Domestic Backflow & Fire	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Exhibit A Pricing Page

A	B	C	D	E	F	G	H	I	J	K	Lines
Building Location (See Attachment B)	Type & # of inspections	1 Sprinkler Waterflow /Backflow Annually		2 Sprinkler Waterflow/ Backflow Quarterly	QTY To be verified by Vendor	1 Domestic Backflow Annually		12 Fire Pump Monthly	Corrective Maintenance Hour Labor Rate	Totals	
Building	Quantity	Annually	Qty	Quarterly	Qty	Annually	Qty	Monthly	Rates per Hour		
EXAMPLE	Bldg. 6; qty 1	\$ 75.00	1	\$ 50.00	1	\$ 75.00	1	\$ 25.00	\$ 40.00	\$ 265.00	1
EXAMPLE	Bldg. 1; qty 1	\$ 75.00	1	\$ 50.00	2	\$ 150.00	0	\$ -	\$ 50.00	\$ 325.00	2
B01	1	90.00	1	1260.00		90.00				\$ -	3
B03	1	90.00	1	1260.00		90.00	1	2880.00		\$ -	4
B04	1	90.00	1	1260.00		90.00				\$ -	5
B05	1	\$ 90.00	1	\$ 1260.00		\$ 90.00				\$ -	6
B06	1	90.00	1	1260.00		90.00	1	2880.00		\$ -	7
B07	1	90.00	1	1260.00		90.00				\$ -	8
B08						90.00				\$ -	9
B11	1	90.00	1	1260.00		90.00				\$ -	10
B12						90.00				\$ -	11
B13						90.00				\$ -	12
B15						90.00				\$ -	13
B16	1	90.00	1	1260.00		90.00				\$ -	14
B17	1	90.00	1	1260.00		90.00				\$ -	15
B18						90.00				\$ -	16
B22						90.00				\$ -	17
B23	1	90.00	1	1260.00		90.00				\$ -	18
B25	1	90.00	1	1260.00		90.00				\$ -	19
B27	1	90.00	1	1260.00		90.00				\$ -	20
B29	1	90.00	1	1260.00		90.00				\$ -	21
B32	1	90.00	1	1260.00		90.00				\$ -	22
B33						90.00				\$ -	23
B34	1	90.00	1	1260.00		90.00				\$ -	24
B36	1	90.00	1	1260.00		90.00				\$ -	25
B37	1	90.00	1	1260.00		90.00				\$ -	26
										\$ -	27
										\$ -	28

Building Location (See Attachment B)	Type & # of inspections	1 Sprinkler Waterflow / Backflow Annually		2 Sprinkler Waterflow / Backflow Quarterly	QTY To be verified by Vendor	1 Domestic Backflow Annually		12 Fire Pump Monthly	Corrective Maintenance Hour Labor Rate	Totals	
Building	Quantity	Annually	Qty	Quarterly	Qty	Annually	Qty	Monthly	Rates per Hour		
B53	1	90.00	1	1260.00		90.00				\$ -	29
B54	1	90.00	1	1260.00		90.00				\$ -	30
B55	1	90.00	1	1260.00		90.00				\$ -	31
B74						90.00				\$ -	32
B84						90.00				\$ -	33
B86	1	90.00	1	1260.00		90.00				\$ -	34
B97	1	90.00	1	1260.00		90.00				\$ -	35
Totals		\$1,980.00		\$27,720.00		\$2,790.00	2	\$5,760.00		\$ -	36
											37
											38
Parts	Supplier Parts Markup (%)		Supplier Parts Multiplier (1.X)*(See	Supplier Parts Multiplier times							
EXAMPLE	20		1.2	1200				\$1,200.00			40
Your Cost	25		1.25	1000				1,250.00			41
Total Cost											42
											43
Total Bid										\$39,500.00	44

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

General Services Division  
112 California Avenue  
Bldg. 4, 1st Floor Conference Room  
Charleston, WV 25305  
August 26, 2019 at 1:00 P.M.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 28, 2019 by 3:00 pm

Submit Questions to: Melissa K. Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

SEALED BID: Sprinkler Waterflow/Backflow, Domestic Backflow, & Fire Pump Inspections  
BUYER: Melissa K. Pettrey, Senior Buyer  
SOLICITATION NO.: CRFQ 0211 GSD2000000007  
BID OPENING DATE: September 06, 2019  
BID OPENING TIME: 1:30pm  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **September 06, 2019 at 1:30pm**

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the



equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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:** This Contract becomes effective on UPON AWARD and extends for a period of One (1) year(s).

**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 maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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.

**Other:** See attached.

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

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$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.

**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.



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. [Reserved]**

**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

**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:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**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 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.

**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 with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**43. 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.

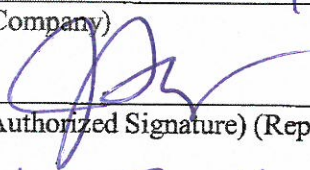
**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.



**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.

JEFF FLANAGAN, SALES, SERVICE & INSPECTIONS  
(Name, Title)  
JEFF FLANAGAN, SALES, SERVICE, & INSPECTIONS  
(Printed Name and Title)  
3601 7<sup>th</sup> AVE, CHARLESTON, WV 25387  
(Address)  
304-744-5314 304-744-4899  
(Phone Number) / (Fax Number)  
jeff.flanagan@brewerfire.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.

BREWER & Co. of WV, Inc  
(Company)  
 SALES, SERVICE, & INSPECTIONS  
(Authorized Signature) (Representative Name, Title)  
JEFF FLANAGAN  
(Printed Name and Title of Authorized Representative)  
9-13-19  
(Date)  
304-744-5314 304-744-4899  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ GSD2000000007

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Brewer & Co. of WV, Inc.  
Company

[Signature]  
Authorized Signature

9-13-19  
Date

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

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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#### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Administration, General Services Division to establish an open-end contract for an inspection contract for domestic backflow preventers and sprinkler maintenance in accordance with the specifications set forth in the following sections on a variety of wet, dry, or chemical fire suppression equipment in various buildings owned by the West Virginia Department of Administration. No new equipment installations will be allowed under this contract. ALL Maintenance will be performed at the facilities located within the specifications. Vendors should carefully review all documents.
  
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 back flow preventer and sprinkler system inspection, maintenance and repair services.
  
  - 2.2 **“Pricing Pages”** means the pages upon which Vendor should list its proposed price per hour for the Contract Services. The Pricing Page(s) are either included on the last page(s) of this RFQ or referred to as Exhibit A. The Vendor will indicate three (3) things on the price sheet. 1). The Vendor will list a cost for *each type* of Inspection for each *building*, to be completed by the correct quantity to come up with a grand total. 2). The Vendor will determine an Hourly Rate for “Corrective Maintenance” for “each” Building. “Corrective Maintenance” **Delivery Orders** will be initiated based on the Hourly Rate for the Building location once approved by General Services Division. 3). The Vendor will determine a parts markup for Corrective Maintenance, and this will be determined as the last item on the bid sheet. The total of all three items will be added together to come up with the grand total of the bid and the lowest vendor meeting specification will be reviewed for award of contract.
  
  - 2.3 **“Repair”** shall be defined as corrective maintenance performed as requested to correct a malfunction or failure in the BackFlow preventer and/or sprinkler system. No repair shall be performed without authorization from the Agency in the form of an approved **“Delivery Order”**.
  
  - 2.4 **“Delivery Order”** is an official request to the Vendor against a master account authorizing quantities of commodities and/or services to be delivered all in accordance with the terms, conditions and prices stipulated in the original contract.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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- 2.5 "RFQ" means the official request for quotation published by the Purchasing Division.
- 2.6 "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.
- 2.7 "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.
- 2.8 "Corrective Maintenance" is the work to be performed to rectify a fault so that failed equipment, machine, or system can be restored to an operational condition.
- 2.9 "Agency Representative/Contact" shall be defined as the person designated by the Director of General Services Division as having authority to act on behalf of the General Services Division.
- 2.10 "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).
3. **QUALIFICATIONS:** By submitting a response to this RFQ, Vendor certifies that its employees that will perform services under the Contract meet the minimum qualifications outlined below. Vendor shall provide documentation of certification and licenses within 24 hours upon request.
- 3.1 **Electricians:** 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 Contractor shall have the minimum qualifications to perform such inspections.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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

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

**3.6 Plumbers/Pipe-fitters:** Contractor shall supply a list of all plumbers/pipe-fitters including name(s), copy of WV State license/type, years of experience to perform type of work listed under scope. This list shall be supplied to the Agency Representative within 3 days of contract award.

**4. MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed.

**4.1 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.

**4.1.1 Inspection Services:**

**Annual** – on Sprinkler Waterflow/Backflow  
**Quarterly** – on Sprinkler Waterflow/Backflow  
**Monthly** – on Fire Pumps (Buildings 3 & 6 only)  
**Annual** – on Domestic Backflow

Vendor will bid on the type of service by the required number of times the service is required and list the price for all of the inspections per building location.

**A: SPRINKLER WATERFLOW/BACKFLOW INSPECTION  
– ANNUALLY**

Vane and pressure type waterflow switch alarms for the sprinkler and standpipe systems should be conducted by flowing the inspectors test drain for vane switches or by using the bypass connection for pressure switches. 2-inch main drain test should be conducted to ensure that the water supply to the sprinkler system has not deteriorated for the system with backflow prevention device. Test records from the past three years should contain the static and residual pressure readings from the system

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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water pressure gauge. The drain shall be fully opened for minimum of 2 minutes duration to allow for water pressure to stabilize.

#### **B. SPRINKLER WATERFLOW/BACKFLOW INSPECTION – QUARTERLY**

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".

**C: MONTHLY** fire pump inspection for **Buildings 3 and Building 6.**

**D: DOMESTIC BACKFLOW INSPECTION – ANNUALLY**  
Inspect for proper operation and manufacturer's specifications.

**4.1.2 SERVICE:** Agency will contact vendor for the type of inspection to be done and the building to be inspected and a Delivery Order 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.

4.1.2.1 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 Contractor must contact the Agency prior to the expiration of the given time allowed.

**4.1.3 REPAIR SERVICE:** An Agency Delivery Order shall be issued to the Vendor for work to be performed.

4.1.3.1 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 Contractor 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.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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4.1.3.2 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 Contractor by an authorized Agency Representative and on-site response shall be guaranteed within **(four) 4 hours** of the receipt of the emergency service call.

4.1.3.3 If the Contractor is unable to respond on-site within the given time allowed for any emergency repair call, the Contractor must contact the Agency.

**4.1.4 LABOR WARRANTY:** The Contractor will furnish a warranty of 1 year for all labor performed under this Contract.

4.1.4.1 The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor 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 Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

4.1.4.2 The Contractor 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.

4.1.4.3 If the Contractor is unable to provide and install parts within the given time allowed for any repair service (non-emergency or emergency), the Contractor must so notify the Agency, prior to the expiration of the given time

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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allowed. The deadline to install parts may only be waived or extended by approval of the Agency.

**4.1.4.4** The Vendor shall be responsible for all freight charges incurred as a result of the purchase of parts under this Contract. For emergency service parts orders where expedited delivery has been requested and authorized by the Agency, the vendor may invoice for these charges provided that it be given as a pass-through cost to the Agency. No markup shall be permitted for expedited delivery. A copy of the freight bill must be provided with the invoice.

**4.1.4.5 *Parts Warranty:*** The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

**4.1.4.6** Vendor is responsible for procuring all necessary parts needed to perform Corrective Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2500.00. Freight charges for parts are not permitted.

#### **4.1.5 Telephone Service:**

Contractor 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.

#### **4.1.6 Reports:**

**4.1.6.1** 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.

**4.1.6.2** Annual reports will be submitted to the Agency Contact within 30 days of request to complete system inspection or evaluation in accordance Federal and State Guidelines. Such report may be in an electronic format available to the Agency's Contact. In such 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



## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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(sprinkler waterflow/backflow, domestic waterflow, or fire pump) and the specific time of inspection (quarterly, annually, or monthly) and any discrepancies.

**4.1.6.3** 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).

**4.1.6.4** 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.

**4.1.6.5** 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.

- 4.2** Contractor 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.
- 4.3** This contract will be based on a fee per inspection per back flow preventer and per sprinkler inspection or repair plus a price per hour on corrective maintenance plus cost markup.
- 4.4** Unless otherwise requested by the Agency, work will be conducted during the normal business hours of 7:00AM to 5:00PM, Monday through Friday.
- 4.5** Successful contractor 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.
- 4.6** There is no guarantee that Contractor's services will be required, and the Agency reserves the right to not request service in any of the facilities listed on Attachment B. Facilities throughout the state *may be added to or removed* from the list on Attachment B during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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**5. CONTRACT:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

#### **5.1 CONTRACT Award:**

**5.1 Pricing Page:** Vendor should complete the Pricing Pages by indicating the following information. Vendor will be required to submit a price inspection by type/building location for work indicated on 4.1.1 A-D and a total of parts per markup. The parts markup will be based on \$1,000 and you will come up with your markup based on our *estimates only* given for the Vendor to calculate a Bid Cost based on these are estimates only for bidding purposes, and are **not** a guarantee of the value of parts that will be ordered on this contract. They are for Bid Evaluation only. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

#### **VENDOR SHALL INCLUDE THE ATTACHED EXHIBIT A PRICING PAGES AS PART OF THEIR BID.**

5.2.a If responding with a paper bid (hand delivered, mailed, or faxed), Vendor should print out the **Exhibit A Pricing Page**, complete the fields as described below (by handwriting or typing), and include completed Pricing Page **with paper bid submission (preferred)**.

5.2.b If responding in wvOasis, Vendor should print out or download the **Exhibit A Pricing Page**, complete the fields as described below, then attach completed Pricing Pages to their Solicitation Response in wvOasis. For Commodity Line 1 in wvOasis, enter the Total in from the spreadsheet, enter the Total Amount for ***all Inspections*** + the ***Total Hourly Rate*** for Corrective Maintenance in all Locations to come up with the total in Column/Row **K36**. Then get the total for the Corrective Maintenance for services + the Parts Markup on Column/Row **K42** Price. Add the Total price in **K36 + K42** for your total amount to go into Column/Row 44 and Commodity Line 1 in wvOasis. **(We prefer a paper bid from the Attachment A).**

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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Complete Exhibit A Page, Pricing Page, as follows:

**Column A (Location):** On the Pricing Attachment A, only the Building # will be referenced. See the Attachment B for the address location for each building.

**Column B -** The Type of Inspection is Listed Across the top of Column B Line 2. Vendor should specify the number of equipment to be inspected (verified by the Vendor) for each Building to complete the type of inspection on **Column H**.

**Column C –** This is the total amount of bids for **annual** inspections for each building listed for Sprinkler Waterflow/Backflow.

**Column D -** Quantity

**Column E –** This is the total amount of annual **quarterly** inspections for each building listed for Sprinkler Waterflow/Backflow.

**Column F –** Quantity to be verified by Vendor.

**Column G –** This is the total amount of **annual** Domestic Backflow inspections for each building listed.

**Column H –** Quantity

**Column I –** This is the total amount of **monthly** fire pump inspections for only Buildings 3 and Building 6.

**Column J –** Corrective Maintenance Hourly Labor Rate for each different building location.

**Column K –** This column will be the total of all bids for the whole building added across for C, E, G, I, & J.

**Totals on Line 36 –** This will be the total of all the buildings added down each column for B, C, D, E, F, G, H, I, J & K\*.

**Line 40 –** Example (Supplier Parts Multiplier times \$1,000.00): multiply the Supplier Parts Multiplier provided in B37 by \$1,000.00 and enter result (e.g., a 1.20 Multiplier would equal \$1,200.00). Example only.

**Line 40 –** Example only

**Line 41 –** L41 multiplied by \$1,000 = K41.

**Line 42 –** Total of K36 plus the total of K41 = Total of K44.

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.

- Once Contract is Awarded, Vendor will meet with Agency to discuss scheduled dates for inspections within seven days.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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**6 PERFORMANCE:** Vendor shall perform in accordance with the Delivery Orders that may be issued against this Contract.

**6.1 DELIVERY ORDERS:**

**6.2** The Agency will issue Delivery Orders 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.

**6.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7 DELIVERY AND RETURN:**

**7.1 Delivery Time:** Vendor shall deliver standard orders within fifteen working days after orders are received. Vendor shall deliver emergency orders within two working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing, email, fax, or phone if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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**7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**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.

### **9 VENDOR DEFAULT:**

- a. The following shall be considered a vendor default under this Contract.
  - i. Failure to provide Contract Items in accordance with the requirements contained herein.
  - ii. Failure to comply with other specifications and requirements contained herein.
  - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - iv. Failure to remedy deficient performance upon request.

## REQUEST FOR QUOTATION

### Inspection & Repair Services for Sprinkler & Domestic Back Flow Preventers

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- b. The following remedies shall be available to Agency upon default.
  - i. Immediate cancellation of the Contract.
  - ii. Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - iii. Any other remedies available in law or equity.

#### 10 MISCELLANEOUS:

- a. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- b. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- c. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- d. **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: JEFF FLANAGAN  
Telephone Number: 304-744-5314  
Fax Number: 304-744-4899  
Email Address: jeff.flanagan@brewerfire.com

CRFQ GSD2000000007  
Sprinkler/Waterflow, Domestic Backflow & Fire Pump Inspection  
Vendor Q&A

**Q1.** Could you please extend the bid deadline from 9/6/19 to 9/13/19?  
It is not possible to visit each site within a week and get a bid together.

**A1.** Yes, we can extend the bid deadline to 9/13/19.

**Q2.** What is the location physical address & is it possible to set up a time to go look at the job?

**A2.** Yes, please see Attachment B which was accidentally left out of the attachments with each physical Address. Also, see the list of Contacts along with their specific buildings they are responsible for to Schedule any site visits:

Bldgs. 1, 8, 10 - Scotty Pauley 304-957-7123 office

Bldgs. 3, 5, 6, 7, 12, 13 – Jeff Gillenwater 304-957-7130 office

Bldgs. 4, 11, 14, 15, 16, 17, 18, 33, 98 – Greg Edelman 304-957-7121 office

Bldgs. 27, 29, 74, 84, 86, 88 – Morgan Hurley 304-957-7125 office

Bldgs. 23, 25, 32, 34, 53, 54, 55, 97 – Doug Pate 304-957-7124 office

Bldgs. 22, 36, 37 – William Dodson 304-957-7134 office

**Q3.** Monthly Test Runs or Inspections?

**A3.** Monthly Test Runs.

**Q4.** Should NFPA Code be given by apparent winner for every infraction/deficiency for repair?

**A4.** Yes.

**Q5.** Will service quotes for deficiencies be handled like the Dept. of Military Affairs (Jails), to the not exceed the amount of \$2,500.00 without requiring a formal quote?

**A5.** No. We must have a quote for ALL repairs.

**Q6.** Will Labor and materials be required to be line itemed per each service quote?

**A6.** Yes; per the specifications.

**Q7.** Are there actually quarterly backflow preventer inspections or annually?

**A7.** Annually.

**SIGN IN SHEET**

Page 1 of 1

Request for Proposal No. 1200PM

PLEASE PRINT

Date: 8-26-19

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>S.A. Comunale</u>		PHONE <u>304-400-3002</u>
Rep: <u>Tim Wilson</u>		TOLL FREE
Email Address: <u>tim.wilson@comunale.com</u>		FAX
Company: <u>Brewer &amp; Co of WV Inc.</u>		PHONE <u>304-744-5314</u>
Rep: <u>JEFF FLANAGAN</u>		TOLL FREE
Email Address: <u>jeff.flanagan@brewerfire.com</u>		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: <u>1:39pm</u>		FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		
Company: _____		
Rep: _____		
Email Address: _____		



**S.A. Comunale**

An EMCOR Company

S.A. Comunale  
251 1st Avenue, South  
Nitro, WV 25143  
Cell: 304.400.3002  
tim.wilson@comunale.com

Tim Wilson  
WV Branch  
Service Manager

Fire Protection Contractors  
**BREWER**  
& COMPANY OF WV, INC.

**Jeff Flanagan**

Fire Sprinkler Service & Inspection Sales  
Cell: 304.741.5404  
jeff.flanagan@brewerfire.com

3601 7th Avenue  
Charleston, WV 25387  
Ph. 304.744.5314  
1.800.642.8598  
Fax: 304.744.4899  
www.brewerfire.com



**ATTACHMENT 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 15	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 18	103 MICHIGAN AVE	CHARLESTON	WV	25301
BLDG 22 - TAX AND REVENUE	1001 LEE ST	CHARLESTON	WV	25301
BLDG 23	407 NEVILLE ST	BECKLEY	WV	25801
BLDG 25	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 32	2699 PARK AVE	HUNTINGTON	WV	25704
BLDG 33 - CENTRAL MAIL RM	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 34	100 MUNICIPAL PLAZA	WEIRTON	WV	26062
BLDG 36	ONE DAVIS SQUARE	CHARLESTON	WV	25301
BLDG 37	604 57TH ST SE	CHARLESTON	WV	25304
BLDG 53	153 WEST MAIN ST	CLARKSBURG	WV	26301
BLDG 54	400 ADAMS ST	FAIRMONT	WV	26554
BLDG 55	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	1124 SMITH ST	CHARLESTON	WV	25301
BLDG 97	203 E 3RD AVE	WILLIAMSON	WV	25661

## ATTACHMENT B

LIST OF BUILDINGS				
BLDG 1	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
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BLDG 6	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
BLDG 7 - CONFERENCE CENTER	1900 KANAWHA BLVD E	CHARLESTON	WV	25305
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BLDG 15	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 18	103 MICHIGAN AVE	CHARLESTON	WV	25301
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BLDG 86	1124 SMITH ST	CHARLESTON	WV	25301
BLDG 97	203 E 3RD AVE	WILLIAMSON	WV	25661

**ATTACHMENT B**

<b>MILEAGE FROM CAPITOL IS ESTIMATED FOR YOUR HOURLY RATE</b>		
<b>DISTRICT A</b>		
B01	* CHARLESTON CAPITOL	EST 1 MILE
B03		EST 1 MILE
B04		EST 1 MILE
B05		EST 1 MILE
B06		EST 1 MILE
B07		EST 1 MILE
B08		EST 1 MILE
B11		EST 1 MILE
B12		EST 1 MILE
B13		EST 1 MILE
B15		EST 1 MILE
B16		EST 2 MILES
B17		EST 2 MILES
B18		EST 2 MILES
B22		EST 4 MILES
B27		EST 8 MILES
B29		EST 8 MILES
B32	Huntington	EST 52 MILES
B33		EST 1 MILE
B36		EST 4 MILES
B37		EST 4 MILES
B55	Logan	EST 57 MILES
B74	Plaza Four	EST 8 MILES
B84		EST 2 MILES
B86		EST 2 MILES
<b>Everything over 60 Miles away from the Capitol</b>		
<b>DISTRICT B</b>		
<b>B23</b>	<b>*** BECKLEY</b>	<b>EST 62 MILES</b>
<b>B25</b>	<b>*** PARKERSBURG</b>	<b>EST 82 MILES</b>
<b>B34</b>	<b>*** WEIRTON</b>	<b>EST 205 MILES</b>
<b>B53</b>	<b>*** CLARKSBURG</b>	<b>EST 125 MILES</b>
<b>B54</b>	<b>*** FAIRMONT</b>	<b>EST 139 MILES</b>
<b>B97</b>	<b>*** WILLIAMSON</b>	<b>EST 82 MILES</b>

**\*\* Vendor is responsible for verifying mileage to determine hourly rate**

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Brewer & Co. of WV, Inc.

Authorized Signature: [Signature] Date: 9-13-19

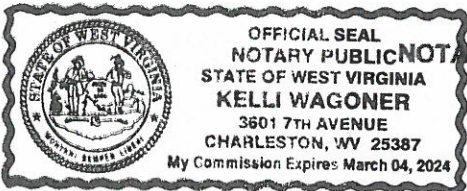
State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 13th day of September, 2019

My Commission expires 3-4, 2024

AFFIX SEAL HERE



Kelli Wagoner

Purchasing Affidavit (Revised 01/19/2018)



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

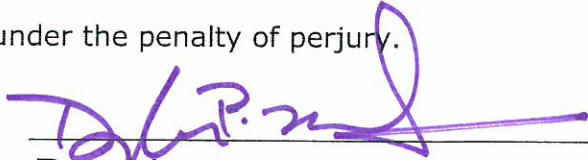
STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

I, Doug Meeks, after being first duly sworn, depose and state as follows:

1. I am an employee of Brewer & Company of WV, Inc.; and,  
(Company Name)
2. I do hereby attest that Brewer & Company of WV, Inc.  
(Company Name)

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

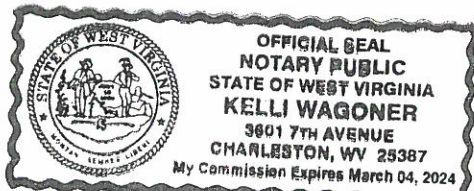
The above statements are sworn to under the penalty of perjury.

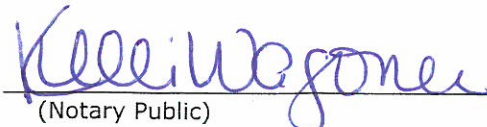
By:   
 Title: President  
 Company Name: Brewer & Company of WV, Inc.  
 Date: 9/13/2019

Taken, subscribed and sworn to before me this 13th day of September, 2019.

By Commission expires 3/4/2024

(Seal)



  
(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.**

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV001124

**Classification:**

ELECTRICAL  
SPRINKLER AND FIRE PROTECTION  
LOW VOLTAGE SYSTEMS

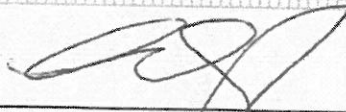
BREWER & COMPANY OF WV INC  
DBA BREWER & COMPANY OF WV INC  
PO BOX 3108  
CHARLESTON, WV 25331-3108

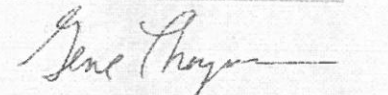
**Date Issued**

**Expiration Date**

AUGUST 12, 2019

AUGUST 12, 2020

  
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.