



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

State of West Virginia
 Centralized Request for Quote

RECEIVED
 05/19/21 11:01:56
 WV PURCHASING DIVISION

Proc Folder: 876125		Reason for Modification:	
Doc Description: Addendum No.1 Inspections Testing Maintenance		Addendum No.1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-12	2021-05-19 13:30	CRFQ 0613 VNF2100000024	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000200161

Vendor Name : Brewer & Company of WV, Inc.

Address :

Street : 3601 7th Avenue

City : Charleston

State : WV **Country :** US **Zip :** 25387

Principal Contact : Casey Harbour

Vendor Contact Phone: 304-744-5314 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 55-0334215 **DATE** 5/17/2021

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

ADDITIONAL INFORMATION

Addendum No.1

To address and answer vendor questions

Bid opening remains May 19, 2021 at 1:30 pm

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fire Alarm System Monitoring 24/7 (Annual)	1		\$320.00	\$320.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:

Fire Alarm System Monitoring 24/7 (Annual)

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Fire Alarm Systems Inspections (Quarterly)	4		\$1,250.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:

Fire Alarm Systems Inspections (Quarterly)

INVOICE TO			SHIP TO		
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY			VETERAN'S NURSING FACILITY 1 FREEDOMS WAY		
CLARKSBURG US	WV		CLARKSBURG US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sprinkler Systems Inspection (Quarterly)	4		\$750.00	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:
Sprinkler Systems Inspection (Quarterly)

INVOICE TO			SHIP TO		
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY			VETERAN'S NURSING FACILITY 1 FREEDOMS WAY		
CLARKSBURG US	WV		CLARKSBURG US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Fire Alarm Repairs (Regular Rate) Hourly	40		\$100.00	\$4,000.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:
Fire Alarm Repairs (Regular Rate) Hourly

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Fire Alarm Repairs (Overtime Rate) Hourly	10		\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:
Fire Alarm Repairs (Overtime Rate) Hourly

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Sprinkler Systems Repair (Regular Rate) Hourly	20		\$100.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:
Sprinkler Systems Repair (Regular Rate) Hourly

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV	CLARKSBURG	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Sprinkler System Repairs (Overtime Rate)	10		\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
92121702			

Extended Description:
Sprinkler System Repairs (Overtime Rate)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00 am	2021-05-10

	Document Phase	Document Description	Page 6
VNF2100000024	Final	Addendum No. I Inspections Testing Maintenance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

(Name, Title)

Casey Harbour Sales and Service

(Printed Name and Title)

3601 7th Ave Charleston, WV 25387

(Address)

304-744-5314 / 304-744-4899

(Phone Number) / (Fax Number)

casey.harbour@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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Brewer and Co of WV

(Company)

C.W. Harbour SALES

(Authorized Signature) (Representative Name, Title)

Casey Harbour Sales and Service

(Printed Name and Title of Authorized Representative)

5/19/2021

(Date)

304-744-5314- / 304-744-4899

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION - CRFQ VNF21*24
FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
MAINTENANCE, REPAIR AND MONITORING

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility located at One Freedom Way, Clarksburg WV 26301 to establish an open-end contract for Monitoring, Inspections, Testing, Maintenance and Repair of the Fire Alarm and Sprinkler Systems.

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 and in the Performance Requirements as defined below.
 - 2.1 **“Monitoring”** means the continuous observation, progress, tracking and/or quality of the mechanical or physical components of the Fire Alarm System(s) hardware, software or peripherals contained in the Facility.

 - 2.2 **“Preventative Maintenance”** means activities that have been specifically identified on Exhibit A. Preventative maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.

 - 2.3 **“Corrective maintenance”** includes all work not identified as Preventative Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in testing to ensure that equipment is in proper working order after the repair.

 - 2.4 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit C upon which the Vendor should list its proposed price for the Construction Services.

 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the state with goods or services that is published by the Purchasing Division.

 - 2.6 **“Inspections and Testing”** shall be defined as organized examinations or formal evaluation of the equipment listed on Exhibit B and their parts and components in accordance with all current state and federal laws, to include any annual, bi-annual, quarterly, or monthly inspections.

 - 2.7 **“Manufacturer’s Specifications”** are written guidelines established by a manufacturer for the installation and operation of the manufacturer's equipment.

 - 2.8 **“Holidays”** shall include days designated by WV Code 2-2-1 as legal holidays (New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, WV Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Lincoln’s Day, Election Days, and Christmas Day).

**REQUEST FOR QUOTATION - CRFQ VNF21*24
FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
MAINTENANCE, REPAIR AND MONITORING**

3. PERFORMANCE REQUIREMENTS: Vendor shall provide Agency with Fire Alarm and Sprinkler Systems Inspections, Testing and Monitoring on an open-end and continuing basis as outlined in this Contract.

3.1 MONITORING: Vendor must provide continuous and uninterrupted 24 hours a day 7 days a week monitoring of the fire alarm and sprinkler systems. This shall include all weekends and holidays.

- 3.1.1** Vendor must comply with the U.S National Fire Alarm Code.
- 3.1.2** Vendor must monitor our Dialer which is currently a HONEYWELL MODEL # OOD02D91E025 and utilizes a combination of internet and cellular lines.
- 3.1.3** Vendor must monitor the entire facility which consists of one building comprised of 120,000 square feet.
- 3.1.4** Vendor must monitor our dialer for Fire and Sprinkler alarms, trouble signs indicating electrical or other malfunctions.
- 3.1.5** Vendor must monitor all fire and sprinkler equipment including, but not limited to, smoke detectors, pull stations, heat detectors, carbon monoxide detectors and duct detectors.
- 3.1.6** Vendor must monitor the fire monitoring panel that is installed and connected to the fire alarm systems and automatic sprinkler devices.
- 3.1.7** Vendor's monitoring station operator shall dispatch the appropriate emergency personnel (fire department or otherwise) to attend the building in alarm.

3.2 FIRE ALARM/SPRINKLER MAINTENANCE (PREVENTIVE AND CORRECTIVE)

- 3.2.1** Vendor shall provide Fire Alarm/Sprinkler Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices.
- 3.2.2** Vendor shall furnish and install parts as necessary to keep the Fire Alarm/Sprinkler systems in proper working order. See Section 3.5 for additional information regarding Parts.
- 3.2.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Fire Alarm/Sprinkler Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.2.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to grease, cleaning supplies and rags.
- 3.2.5** Vendor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Vendor at no cost to the Agency. Agency will make final determination whether to clean or replace tiles on a case-by-case basis.

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
MAINTENANCE, REPAIR AND MONITORING**

- 3.2.6 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.2.7 Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Weekends and Holidays.
- 3.2.8 Vendor shall not perform any Fire Alarm/Sprinkler Maintenance under this contract without prior approval from Agency.
- 3.2.9 **Labor Warranty:** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

3.3 PREVENTIVE MAINTENANCE:

- 3.3.1 Vendor shall perform Preventive Maintenance on a quarterly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.3.2 Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.
- 3.3.3 Vendor shall submit a proposed schedule of all Preventive Maintenance within five (5) days of Vendor being awarded this contract for approval by the Agency, at Agency's discretion.

3.4 CORRECTIVE MAINTENANCE:

- 3.4.1 Vendor shall perform Corrective Maintenance as needed to restore the Fire Alarm/Sprinkler Systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described in Section 12.2.2 below.
- 3.4.2 Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four-hour response time with written permission from the Agency.
- 3.4.3 Corrective Maintenance must be performed between the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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3.4.3.1 Agency may request Corrective Maintenance on an emergency basis by notifying the vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by the Building & Grounds Manager, the Director or Assistant Director of the WV Veterans Nursing Facility.

If the vendor is unable to respond on site within two hours for any Emergency Service, the vendor must contact the Agency in writing prior to the expiration of the given time allowed. The deadline to respond on site may only be waived or extended by written approval of the Agency. Written request and approval may be in the form of an email, text, or fax to an authorized Agency Representative.

Additionally, liquidated damages will be imposed against the Vendor in the amount of \$100.00 per hour for failing to meet the required onsite response time in emergency situations unless written approval is obtained.

3.4.4 Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by the Building and Grounds Manager.

3.5 PARTS:

3.5.1 Vendor is responsible for procuring all necessary parts needed to perform Fire Alarm/Sprinkler 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 \$500.00. Freight charges for parts are not permitted. See Section 12.2.2 for more detail on freight charges.

3.5.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the Fire Alarm/Sprinkler equipment utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

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

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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- 4. FACILITIES ACCESS:** The facilities identified in this contract may require access cards and/or keys to gain entrance.
- 4.1** Vendor must identify principal service personnel which may be issued access cards and/or keys to perform service.
- 4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 4.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures, included as Exhibit D.
- 4.5** Vendor shall inform all staff of Agency's security protocol and procedures.
- 5. QUALIFICATIONS:**
- 5.1 Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained Fire Alarm/Sprinkler equipment of the type, character and magnitude currently being utilized by Agency and included on the list of Fire Alarm/Sprinkler equipment, on two or more occasions in the last five years. Vendor must provide Agency with documentation satisfactory to verify training and certification upon request.
- 5.2 Training:** Vendor, or Vendor's employees that will be performing under this contract, shall be trained and/or certified to provide Fire Alarm/Sprinkler Maintenance on the equipment located at the Agency's facilities as shown on Exhibit B.
- 5.3 Factory Authorization:** Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit B.
- 5.4 Certifications:** Vendor shall ensure that all Fire Alarm/Sprinkler Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:
- 5.4.1** Electricians – WV Electricians License.
- 5.4.2** Plumbers – WV Plumbers License.
- 5.4.3** WV Contractor's License.

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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5.5 Building Codes: At a minimum, the Fire Alarm/Sprinkler Maintenance shall comply with the current editions of the following standards and codes in effect at the time of performance.

- 5.5.1 National Electric Code (NEC).
- 5.5.2 International Building Code (IBC).
- 5.5.3 International Mechanical Code (IMC).
- 5.5.4 Underwriters Laboratories: Products shall be UL-916-PAZX listed.
- 5.5.5 ANSI/ASHRAE Standard 135-2004 (BACnet).
- 5.5.6 ANSI/EIA/CEA-709.1 (LonTalk).
- 5.5.7 NFPA (National Fire Protection Association).
- 5.5.8 NFPA codes and regulations can be found at <http://www.nfpa.org/Codes-and-standards/ALL-Codes-and-Standards/List-of-Codes-and-Standards.wv.gov>
- 5.5.9 West Virginia State Fire Marshal codes and regulations can be found at <https://firemarshal.wv.gov/Laws/Pages/default.aspx.wv.gov>

6. REPORTS: Vendor shall provide all the reports as outlined below.

6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of Fire Alarm/Sprinkler equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a quarterly basis.

6.2 Wiring Diagram: Vendor shall maintain updated wiring diagrams for the Fire Alarm/Sprinkler equipment. Vendor must permanently mount wiring diagrams on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

6.3 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Fire Alarm/Sprinkler Maintenance performed under this Contract during that period. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

**REQUEST FOR QUOTATION - CRFQ VNF21*24
FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.
8. **CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.
9. **PRICING Pages:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An Example of a properly completed Pricing Page is shown below for reference purposes only:

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>		x <u>12</u>		= <u>\$2,400</u>
 Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>		x <u>200</u>		= <u>\$ 10,000</u>
 Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>		x <u>1.20</u>		= <u>\$ 12,000</u>
		Total Cost		<u>\$ 24,400</u>

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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10. ORDERING:

- 10.1 Preventive Maintenance Ordering:** After award of this Contract, the Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.
- 10.2 Corrective Maintenance Ordering:** The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.
- 10.3** Vendor is not permitted to perform any work other than that specified on the release order issued under Section 10.1 or 10.2 of this Contract.

11. CONTRACT VALUE LIMIT

- 11.1** In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.
- 11.2** Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

12. BILLING / PAYMENT:

- 12.1 Preventive Maintenance:** All labor and parts associated with the Preventative Maintenance activities must be included in the monthly charge. Vendor may submit quarterly invoices to obtain payment for Preventive Maintenance.
- 12.2 Corrective Maintenance:**
- 12.2.1 Labor:** Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours worked and the hourly rate bid by vendor. Vendor shall submit request for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

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12.2.2 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier. Vendor shall provide a copy of its cost as backup documentation to the invoice.

Multiplier	
<u>Example</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost.
1.0	Vendor sells parts to Agency at Vendor's cost.
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

13. DEFAULT: The following shall be considered a default under this contract:

- 13.1** Failure to perform Fire Alarm/Sprinkler Maintenance, Testing or Monitoring in accordance with the requirements contained herein.
- 13.2** Failure to comply with other specifications and requirements contained herein.
- 13.3** Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Fire Alarm/Sprinkler Maintenance generally.
- 13.4** Failure to remedy deficient performance upon request.

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13.5 The following remedies shall be available upon default.

- 2.3.1** Cancellation of the Contract.
- 2.3.2** Cancellation of one or more release orders issued under this Contract.
- 2.3.3** Any other remedies available in law or equity.

13.6 Agency reserves the right to inspect the Fire Alarm/Sprinkler Maintenance, Testing and/or Monitoring to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

14. MISCELLANEOUS:

14.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Casey Harbour
Telephone Number: Office 304-744-5314
Telephone Number: Cell 304-807-3566
Fax Number: 304-744-4899
Email Address: casey.harbour@brewerfire.com

**REQUEST FOR QUOTATION - CRFQ VNF21*24
FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
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EXHIBIT A – PREVENTATIVE MAINTENANCE: FIRE ALARM SYSTEMS

Preventative Maintenance Activities Include all Preventative Maintenance required by the manufacturer's maintenance service manual, manufacturer's specifications and everything listed below.

All Equipment must be Tested to NFPA 72 Standards:

1. Workstation

- a. Check monitor for clarity, focus, and color.
- b. Clean read/write heads of removable disk drives.
- c. Cycle power.
- d. Verify proper system restart and hardware status.
- e. Clean exterior surfaces.

2. Software

- a. Review control system for critical follow-up and off-line status indications, i.e. system error encountered items.
- b. Review system event log with customer, discuss controls operational concerns.
- c. Perform or schedule corrective maintenance procedures as appropriate to resolve situations noted in the preceding reviews.
- d. Verify correct time and date.
- e. Save/Copy Backup: workstation data base, including custom graphics, and expanded messages.

3. Category's

- a. Control units 23 Total
- b. Auxiliary units 15 Total
- c. Initiating units 216 Total
- d. Indicating units 110 Total
- e. Zone/Circuit 1.
- f. Zone/Circuit 2.
- g. Zone/Circuit 3.

4. Control

- a. Annunciators Entire Facility.
- b. Batteries Entire Facility.
- c. Control Panels Entire Facility.
- d. Expander Panels Entire Facility.
- e. Voice Evacuation Entire Facility.

5. Auxiliary

- a. Locking Devices.

**REQUEST FOR QUOTATION - CRFQ VNF21*24
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MAINTENANCE, REPAIR AND MONITORING**

- b. Duct Detectors.
- c. Heat Detectors.
- d. Duct Detectors.
- e. Smoke Detectors.
- f. Elevator Recall.
- g. Locking Device.
- h. Magnetic lock.
- i. Pull Stations.
- j. Chimes.
- k. Speaker/Strobes.

6. System Sensor

- a. Chime SPR24
- b. Speaker/Strobe SR24
- c. Strobe SR24

7. Siemens

- a. Smoke Detector OP921.

8. Power Patrol

- a. Battery sealed lead acid SLA1075.

9. Siemens

- a. Control Panel. FSC-924
- b. Expander Panel. PAD-4
- c. Heat Detector. OH921
- d. Pull Station. OH921

10. Wheel lock

- a. Voice evacuation. Safe Path 4

11. Siemens

- a. Annunciator. FT2015
- b. Duct Detector. OOH941
- c. Pull Station. HMS-D
- d. Pull Station. MS501
- e. Smoke Detector. OH921
- f. Smoke Detector. OP921

12. Watch Mate

- a. Locking Device.

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FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
MAINTENANCE, REPAIR AND MONITORING

PREVENTATIVE MAINTENANCE: SPRINKLER SYSTEMS

Preventative Maintenance Activities Include all Preventative maintenance required by the manufacturer's maintenance service manual, manufacturer's specifications and everything listed below.

All Preventative Maintenance must be Tested to NFPA 72 Standards

1. Categories (Entire Facility)

- a. Device.
- b. Alarm.
- c. Valve.
- d. Hose.
- e. Sprinkler.

2. Locations

- a. Area-A.
- b. Area-B.
- c. Area-C.
- d. Area-M.

3. Devices (Entire Facility)

- a. Tamper Switch's Alarm.
- b. Carbon Monoxide Detectors Alarm.
- c. Duct Detectors Alarm.
- d. Smoke Detectors Alarm.
- e. Waterflow Switches Alarm.
- f. Heat Detectors Alarm.
- g. Inspectors Tests Valve.
- h. Gauges Device.
- i. Pull Stations Device.
- j. Control Valves Valves.
- k. Piping Sprinkler.
- l. Sprinkler Box Spares Sprinkler.
- m. Fire Department Connection Hose.
- n. Drain Device.
- o. Wrenches Sprinkler.
- p. Backflow Prevention Device
- q. Antifreeze System Device.

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4. Manufacturers

- | | |
|------------------------|-------------------------------------|
| a. Control Valve | Potter Electric VSC. |
| b. Butterfly | Victaulic VSC and Milwaukee BB-SCS. |
| c. Vane | Potter Electric VSC. |
| d. Inspectors Test | United Brass. |
| e. System Pressure | Tyco. |
| f. Backflow Prevention | Ames 2000B |

**REQUEST FOR QUOTATION - CRFQ VNF21*24
FIRE ALARM AND SPRINKLER SYSTEMS INSPECTIONS, TESTING,
MAINTENANCE, REPAIR AND MONITORING**

EXHIBIT B – EQUIPMENT LIST

FIRE ALARM SYSTEM EQUIPMENT LIST

<u>DEVICE TYPE</u>	<u>QUANTITY</u>
Annunciator	5
Battery	12
Chime	1
Control Panel	1
Duct Detector	13
Expander Panel	3
Heat Detector	15
Locking Device	15
Pull Station	35
Smoke Detector	153
Speaker/Strobe	93
Strobe	16
Voice Evacuation	2

TOTAL	364

SPRINKLER SYSTEM EQUIPMENT LIST
--

<u>DEVICE TYPE</u>	<u>QUANTITY</u>
Wet Standpipe Risers/Systems	9
Back Flow Preventors	3

TOTAL	12

CRFQ VNF21*24 Exhibit C
Pricing Page


Line	Item: Monitoring	Unit of Measure	# of Times per Year*	UNIT PRICE	ANNUAL PRICE
1	Fire Alarm System Monitoring: Parts/labor/travel will not be paid separately.	24 hrs/day, 7 days/week	1	\$320.00	\$320.00 -
Line	Item: Inspections	Unit of Measure	# of Times per Year*	UNIT PRICE	ANNUAL PRICE
2	Fire Alarm System Inspections: Parts/labor/travel will not be paid separately.	Quarterly	4	\$1,250.00	\$5,000.00 -
3	Sprinkler System Inspections: Parts/labor/travel will not be paid separately.	Quarterly	4	\$750.00	\$3,000.00 -
Line	Item: Repairs - Labor	Unit of Measure	Estimated Annual Hours*	UNIT PRICE	Extended Amount
4	Fire Alarm Repairs (Regular Rate): Travel will not be paid separately	Hourly	40	\$100.00	\$4,000.00 -
5	Fire Alarm Repairs (Overtime Rate): Travel will not be paid separately	Hourly	10	\$125.00	\$1,250.00 -
6	Sprinkler System Repairs (Regular Rate): Travel will not be paid separately	Hourly	20	\$100.00	\$2,000.00 -
7	Sprinkler System Repairs (Overtime Rate): Travel will not be paid separately	Hourly	10	\$125.00	\$1,250.00 -

Continued on Next Page

Line	Item: Repairs - Estimated Parts Cost	Markup Percentage	Extended Amount
10	\$10,000.00		\$10,000.00
OVERALL COST:			\$26,820.00

***ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY**

***DO NOT ALTER ESTIMATED AMOUNTS**

Vendor:	Brewer & Company of WV, Inc.		
Address:	3601 7th Avenue		
	Charleston, WV 25387		
Phone:	Office: 304-744-5314	Cell: 304-807-3566	Other:
Email:	casey.harbour@brewerfire.com		
Name:	Casey Harbour		
Signature:		Date:	5/19/2021



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

I, Douglas P. Meeks, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Douglas P. Meeks
Signature: [Handwritten Signature]
Title: President
Company Name: Brewer & Company of WV, Inc.
Date: 5/19/2021

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 19th day of May, 2021.

By Commission expires 3/4/2024

(Seal)



[Handwritten Signature]
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

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

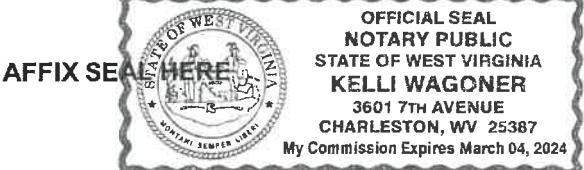
Authorized Signature: [Signature] Date: 5/19/2021

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of May, 2021.

My Commission expires 3/4/2024, 20 .



NOTARY PUBLIC [Signature]

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
WV Veterans Nursing Facility Inspections Testing Maintenance Repair Monitoring

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 19th day of May, 2021.

Principal Seal

Brewer & Company of West Virginia, Inc.
(Name of Principal)

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

Douglas P. Meeks, President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: [Signature]
Tammy Selbe, Licensed WV Resident Agent Attorney-in-Fact

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of May AD. 2021



Frank A Carrino Secretary Frank A. Carrino, Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF210000024

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 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 & Company of WV, Inc.

Company



Authorized Signature

5/19/2021

Date

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

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

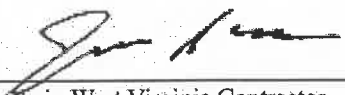
Date Issued

Expiration Date

AUGUST 12, 2020

AUGUST 12, 2021


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.