



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 7

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 987360

Procurement Type: Central Master Agreement

Vendor ID: 000000176479

Legal Name: S A COMUNALE CO INC

Alias/DBA:

Total Bid: \$34,970.00

Response Date: 01/25/2022

Response Time: 11:37

Responded By User ID: Comunale2022

First Name: Pamela

Last Name: Gray

Email: pamela.gray@comunale.

Phone: 3307977558

SO Doc Code: CRFQ

SO Dept: 0618

SO Doc ID: BVH2200000003

Published Date: 1/12/22

Close Date: 1/25/22

Close Time: 13:30

Status: Closed

Solicitation Description: Fire Protection System Inspection & Maintenance-

Total of Header Attachments: 7

Total of All Attachments: 7



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 987360  
**Solicitation Description:** Fire Protection System Inspection & Maintenance-  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-01-25 13:30	SR 0618 ESR01252200000004477	1

**VENDOR**  
 000000176479  
 S A COMUNALE CO INC

**Solicitation Number:** CRFQ 0618 BVH2200000003  
**Total Bid:** 34970      **Response Date:** 2022-01-25      **Response Time:** 11:37:45  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Fire extinguisher inspection maintenance and repair service	4.00000	EA	2025.000000	8100.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Quarterly sprinkler system inspections on wet systems located in Buildings B (10, C (5), D South (4) D North (5), and E (3). Complete and file all necessary forms and other tags to meet NFPA code. Vendor must have West Virginia sprinkler license.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Fire protection system and equipment maintenance or repair s	2.00000	EA	1.000000	2.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Semi-annual vane and pressure switch type devices testing

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Fire protection system and equipment maintenance or repair s	1.00000	EA	2025.000000	2025.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Annual full testing and tagging of wet sprinkler system

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Fire protection system and equipment maintenance or repair s	2.00000	EA	150.000000	300.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Semi-annual Range hood inspection of kitchen range hood located in D113 replacing all seals, tags and fusible links. Complete and file forms and other tags to meet NFPA code.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Fire protection system and equipment maintenance or repair s	1.00000	EA	273.000000	273.00

Comm Code	Manufacturer	Specification	Model #
72101516			

**Commodity Line Comments:**

**Extended Description:**

Annual fire extinguisher inspections for 91 fire extinguishers located in various locations in seven (7) buildings replacing all seals and tags. Complete and file forms and other tags to meet NFPA code..

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Fire protection system and equipment maintenance or repair s	1.00000	EA	600.000000	600.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Annual fire pump test per NFPA code on 1500 GPM electric fire pump. A complete pump test report shall be supplied the agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Fire protection system and equipment maintenance or repair s	1.00000	EA	150.000000	150.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Annual flow of three (3) fire hydrants

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Fire protection system and equipment maintenance or repair s	1.00000	EA	1020.000000	1020.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Annual backflow test on sprinkler pit and above ground domestic devices. Complete and file all certification and all supporting documentation. The Vendor must have a West Virginia Sprinkler License

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Fire protection system and equipment maintenance or repair s	1.00000	EA	14850.000000	14850.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:** This price of \$14850.00 is for a quantity of 27 Wet System, IPI 5 Year Test and Inspection.

**Extended Description:**

Five (5) year hydrostatic test and inspection of the insides of the fire sprinklers' piping (2022 only)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Fire protection system and equipment maintenance or repairs	50.00000	HOUR	107.000000	5350.00

Comm Code	Manufacturer	Specification	Model #
72101509			

**Commodity Line Comments:**

**Extended Description:**

Corrective Maintenance Regular Work Hours 8am - 4pm M-F\* (50 hour estimate)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Fire protection system and equipment maintenance or repairs	2000.0000	PCT	1.150000	2300.00

Comm Code	Manufacturer	Specification	Model #
56111905			

**Commodity Line Comments:**

**Extended Description:**

Estimated parts cost

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: (Solicitation # CRFQ 0618 BVH2200000003)

Contract Purpose: Fire Protection System Inspections and Maintenance

Agency Requesting Work: West Virginia Veterans Home

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Additional information can be provided upon contract award**

**Vendor Contact Information:**

Vendor Name: S.A. Comunale Co., Inc.

Vendor Telephone: 330-858-8482

Vendor Address: 2900 Newpark Dr.

Vendor Fax: 330-797-8630

Barberton, OH 44203

Vendor E-Mail: pamela.gray@comunale.com



## Topic: 3- Substance Abuse

### 1.0 Purpose

To define minimum company requirements and reporting of SA Comunale Co., Inc. drug screening to assure proper analysis and results of the drug test.

### 2.0 Scope

This section is applicable to all SA Comunale employees and operations.

### 3.0 Requirements

3.1 Any person found in violation of this policy or who refuses to submit to urine and/or blood drug testing shall be removed from company property and to be subject to disciplinary action which could include discharge. Any person who, as a result of drug testing and screening, is found to have a detectable level of an illegal drug or substance in his system will be considered in violation of this policy, will be removed from Company premises and will be subject to disciplinary action, up to and including discharge.

3.2 SA Comunale believes that it is responsible to maintain a safe, healthful, and efficient working environment for all of its personnel and customers. This includes providing a drug- free work place.

3.3 SA Comunale believes that it is responsible to assure the safety of personnel, to protect Company property, and to foster efficient operation has adopted a Substance Abuse and Safety Policy. This is being done to ensure a safe, healthy and productive work environment for all personnel on Company property and to ensure a safe and productive work force for an owner when the Company is working on the owner's property. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on Company premises is prohibited. The misuse of any prescription, non-prescription, or illegal drugs on Company premises is also prohibited.

3.4 Any employee who is found to be under the influence of drugs or alcohol which impairs judgment, performance, or behavior while on Company premises or Company business will be subject to discipline, including termination. The attached Fitness for Duty form should be used by the supervisor to document any situation where an employee is under the influence, or suspected to be under the influence of substances. This form should be maintained in the supervisor's file and a copy should be sent to the Corporate Safety Director. Employee shall be transported to the clinic for testing and not permitted to drive themselves from the site or clinic.

3.5 Any time an employee is using prescribed medication which may impair judgment, performance, or affect behavior, the employee must report the use of that medication to his supervisor.

3.6 As a condition of employment, employees are required to:

- Abide by the terms of this policy, and

- Notify the Company of any federal or state criminal drug statute conviction involving the manufacture, distribution, dispensing, possession, or use of a controlled substance in the work place, no later than five (5) days after such conviction.
- 3.7 Any employee who is convicted will be subject to discipline, including termination, or be required to satisfactorily participate in a drug abuse assistance or rehabilitation program which is approved by the Company.
- 3.8 Personnel are expected to cooperate in enforcing this policy by cooperating in searches of an employee's personal effects and searches of any and all areas of the Company when the presence of drugs or alcohol is suspected. Information regarding substance abuse shall not be communicated outside the Company under any circumstances unless explicitly required by law. Internal communications are to be limited on an absolute need-to-know basis.
- 3.9 Abuse of alcohol and drugs is recognized as an illness responsive to treatment and rehabilitation that affects the Company as well as society and creates a need for guidelines regarding assistance.
- 3.10 Accordingly, when it is determined that an employee is suffering from an alcohol or drug abuse problem, efforts will be made to assist the employee using available Company and community resources. However, this does not preclude disciplinary action up to and including discharge.
- 3.11 Any provisions of this policy which conflicts with applicable law shall be modified to comply with that law. The terms "Company Premises" or "Company Property" for the purpose of this policy shall include: all property owned and its subsidiaries, including but not limited to the job-site of a customer, structures, building, offices, facilities, installations, company vehicles, and parking lots.
- 3.12 The term "illegal drugs" means a controlled substance included in Schedule I or II, as defined by Section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The five (5) more common illegal substances include:
- Marijuana (THC metabolite)
  - Cocaine
  - Amphetamines
  - Opiates (including heroin)
  - Phencyclidine (PCP)
- The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- 3.13 Or those employees who work on and are hired for projects controlled by regional building trades or third party operated substance abuse programs such as MUST/MOST those programs are hereby incorporated fully in this policy. Copies of the above plus any others that we may work under are available from the Corporate Safety Director. SA Comunale will comply with and adhere to the substance abuse policy required by the project owner.
- 3.14 After an accident during which A. death B. property damage C. bodily injury that requires treatment away from the scene of the accident, occurs, a substance abuse/alcohol screen will be required of the individual within two hours of the accident. This screen is to be handled in the same manner as DOT Department of Transportation screening.

Complete this checklist when you have reasonable suspicion that an employee is under the influence of a prohibited drug or alcohol.

<b>Employee Name</b>		<b>Day/Time of Incident or Observation</b>	
<b>Immediate Supervisor</b>		<b>Telephone</b>	
<b>Senior Supervisor</b>		<b>Telephone</b>	
<input type="checkbox"/> <b>1. Illicit Behavior</b> (observed) or (reported) possession, use, transaction or "under the influence" behavior of a prohibited substance.		<input type="checkbox"/> <b>1. Speech Behavior</b> (verbally abusive) (rambling and nonsensical). Specify _____ _____	
<input type="checkbox"/> <b>2. Under Influence</b> (observed) or (reported) apparent "under the influence" behavior.		<input type="checkbox"/> <b>2. Physical Behavior</b> (extreme aggressiveness) (agitation) (physical abusiveness). Specify _____	
<input type="checkbox"/> <b>3. Erratic Behavior</b> (observed) or (reported) abnormal or erratic behavior.		<input type="checkbox"/> <b>3. Attitude</b> (withdrawn) (depressed) (tearful) (secretive) (unresponsive). Specify _____	
<input type="checkbox"/> <b>4. Other</b> (e.g., flagrant violation of safety or serious misconduct, accident or "near miss," fighting or argumentative abusive language, unauthorized absence from the job). Specify _____ _____ _____		<input type="checkbox"/> <b>4. Other</b> erratic or inappropriate behavior (e.g., hallucinating, disoriented, excessive euphoria, talkativeness, confused, frequent absences). Specify _____ _____ _____	
<b>Physical Signs or Symptoms</b>			
<input type="checkbox"/> <b>1. Eyes</b> (red) (pupils dilated) (pupils constricted).		<input type="checkbox"/> <b>7. Pulse Rate</b> (rapid) (slow).	
<input type="checkbox"/> <b>2. Nose</b> (runny) (sores in nostrils) (red and inflamed).		<input type="checkbox"/> <b>8. Physical Control</b> (gait unsteady) (poor coordination) (tremors) (twitching).	
<input type="checkbox"/> <b>3. Skin</b> (flushed and sweating) (pale) (blood spots and needle marks).		<input type="checkbox"/> <b>9. Muscle Tone</b> (rigid) (shakes and tremors) (limp).	
<input type="checkbox"/> <b>4. Salivation</b> (dry mouth) (hyper salivation).		<input type="checkbox"/> <b>10. Speech</b> (rapid) (slurred).	
<input type="checkbox"/> <b>5. Breath</b> (odor of alcohol, or alcohol flavor) (solvents) (marijuana).		<input type="checkbox"/> <b>11. Mental State</b> (confusion) (hyperactive) (lackadaisical)	
<input type="checkbox"/> <b>6. Breathing Rate</b> (rapid) (slow)		<input type="checkbox"/> <b>12. Other</b> Please Specify	

## Long Term Indicator Checklist

### Quality and Quantity of Work

- Clear refusal to do assigned tasks
- significant increase in errors
- Repeated errors in spite of increased guidance
- Reduced quantity of work
- Inconsistent, "up and down" quality and quantity of work
- Behavior that disrupts work flow
- Procrastination of significant decisions or tasks
- More than usual supervision necessary
- Frequent, unsupported explanations for poor work performance
- Noticeable change in written or verbal communication
- Other (please specify) \_\_\_\_\_

### INTERPERSONAL WORK RELATIONSHIPS

- supervisors
- Major change in physical health
- Concerns about sexual behavior or sexual harassment
- Frequent or intense arguments
- Verbal abusiveness
- Physical abusiveness
- "behind your back"
- Intention avoidance of supervisor
- Expressions of frustration or discontent
- Change in frequency or nature of complaints
- Cynical "distrustful of human nature" comments
- Unusual sensitivity to advice or critique of work
- Unpredictable response to supervision
- Persistently withdrawn or less involved with people

### GENERAL JOB PERFORMANCE

- last 12 months
- Excessive authorized absences in last 12 months
- Excessive use of sick leave in last 12 months
- Frequent Monday/Friday absence or other pattern
- Excessive "extensions" of breaks or lunch
- Frequently left work early
- offenses involving the employee
- Experienced or caused job accidents
- Major change in duties or responsibilities
- Interfered with or ignored established procedures
- Inability to follow through on job performance

### PERSONAL MATTERS

- Changes in or unusual appearances (dress, hygiene)
- Changes in or unusual speech (incoherent, stuttering, loud)
- Changes in or unusual topics of conversation
- Changes in or unusual facial expressions
- Concerns about sexual behavior or sexual harassment
- Demanding, rigid, inflexible
- Increasingly irritable or tearful
- Excessive fatigue
- Frequent colds, flu, or other illness
- Major change in physical health
- Temper tantrums or angry outbursts
- Unpredictable or out-of-context displays of emotion or fears
- Lack appropriate caution
- Secretive or furtive
- Makes unreliable or false statements
- Unrealistic self-appraisal or grandiose statements
- someone
- Has personal relationship problems
- Has received professional assistance for emotional or physical problems
- Makes unfounded accusations toward others; i.e., has feelings of persecution
- Changes in or unusual level of activity - significantly reduced or increased
- Persistently boisterous or rambunctious

### WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions taken, and any other pertinent information not previously noted. Please note the date, time, and location of reasonable cause testing or note if employee refused the test. Attach additional sheets as needed.

Signature of Immediate Supervisor	Date/Time	Signature of Next Supervisor in Line	Date/Time
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**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

I, Stephen Comunale, after being first duly sworn, depose and state as follows:

1. I am an employee of S.A. Comunale Co., Inc.; and,  
(Company Name)

2. I do hereby attest that S.A. Comunale Co., Inc.  
(Company Name)

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

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

Printed Name: Stephen Comunale

Signature: 

Title: President

Company Name: S.A. Comunale Co., Inc.

Date: 1/25/2022

STATE OF ~~WEST VIRGINIA~~ Ohio

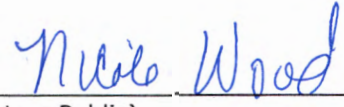
COUNTY OF Summit, TO-WIT:

Taken, subscribed and sworn to before me this 25th day of January, 2022.

By Commission expires: \_\_\_\_\_

(Seal)



  
Nicole Wood (Notary Public)  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 8/26/2022

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: S.A. Comuanle Co., Inc. Address: 2900 Newpark Dr.  
Barberton, OH 44203

Name of Authorized Agent: Pamela Gray Address: 25 N. Canfield Niles Rd., Ste. 25  
Austintown, OH 44515

Contract Number: Central Master Agreement Contract Description: Fire Protection Sys Insp & Maintenan

Governmental agency awarding contract: State of WV Department of Administration for West Virginia Veterans Home

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Not Applicable - EMCOR Group, Inc via EMCOR Construction Services, Inc.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 1/25/2022

**Notary Verification**

State of Ohio, County of Summit:

I, Stephen Comunale, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 25th day of January, 2022  
Nicob Wood  
Notary Public's Signature



**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

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: S.A. Comunale Co., Inc.

Authorized Signature: \_\_\_\_\_ Date: 1/25/2022

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 25th day of January, 2022.

My Commission Expires \_\_\_\_\_  
Nicole Wood  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 8/26/2022



AFFIX SEAL HERE

NOTARY PUBLIC

*Nicole Wood*

Deal 99

**CRFQ BVH22\*03 - EXHIBIT A**

**FIRE PROTECTION SERVICES AND MAINTENANCE PRICING PAGE**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>USAGE</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>1</b>	Quarterly sprinkler system inspections on wet systems located in Buildings B (10, C (5), D South (4) D North (5), and E (3). Complete and file all necessary forms and other tags to meet NFPA code. Vendor must have West Virginia sprinkler license.	4	\$ 2,025.00	\$8,100.00
<b>2</b>	Semi-annual vane and pressure switch type devices testing	2	included	\$2.00
<b>3</b>	Annual full testing and tagging of wet sprinkler system	1	\$ 2,025.00	\$2,025.00
<b>4</b>	Semi-annual Range hood inspection of kitchen range hood located in D113 replacing all seals, tags and fusible links. Complete and file forms and other tags to meet NFPA code.	2	\$ 150.00	\$300.00
<b>5</b>	Annual fire extinguisher inspections for 91 fire extinguishers located in various locations in seven (7) buildings replacing all seals and tags. Complete and file forms and other tags to meet NFPA code..	1	\$ 273.00	\$273.00
<b>6</b>	Annual fire pump test per NFPA code on 1500 GPM electric fire pump. A complete pump test report shall be supplied the agency.	1	\$ 600.00	\$600.00
<b>7</b>	Annual flow of three (3) fire hydrants	1	\$ 150.00	\$150.00
<b>8</b>	Annual backflow test on sprinkler pit and above ground domestic devices. Complete and file all certification and all supporting documentation. The Vendor must have a West Virginia Sprinkler License	1	\$ 1,020.00	\$1,020.00
<b>9</b>	Five (5) year hydrostatic test and inspection of the insides of the fire sprinklers' piping (2022 only)	1	\$ 14,850.00	\$14,850.00
<b>10</b>	Corrective Maintenance Regular Work Hours 8am - 4pm M-F* (50 hour estimate)	50	\$ 107.00	\$5,350.00
<b>11</b>	ESTIMATED ANNUAL PARTS USAGE x % MARK-UP**	\$2,000.00	\$ 1.15	\$2,300.00
			<b>GRAND TOTAL</b>	<b>\$34,970.00</b>
	This form is for bidding evaluation purposes only *Corrective Maaintenance is an estimate for bid purposes only. The actual hours worked may be more or less than the estimate. **Estimated annual usage for parts is an estimate only. Actual parts cost may be more or less depending on need.			



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, S. A. Comunale Co., Inc.  
of 2900 Newpark Drive, Barberton, OH 44203, as Principal, and Travelers Casualty and Surety Company of America  
of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of CT  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ 5% of Amt. Bid) 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 Home, 512 Water Street, Barboursville, WV 25504; Fire Protection System Inspection & Maintenance

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 25th day of January, 20 22.

Principal Seal



S. A. Comunale Co., Inc.  
(Name of Principal)

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

President  
(Title)

Surety Seal



Travelers Casualty and Surety Company of America  
(Name of Surety)

[Signature]  
Attorney-in-Fact Camille Maitland

**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.**



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

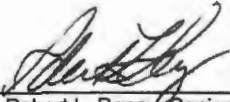
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

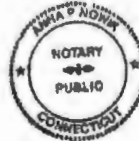
City of Hartford ss.

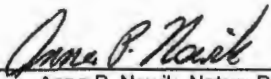
By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **January**, **2022**.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of OH, County of Summit )ss.

On this 25<sup>th</sup> day of January in the year 2022, before me, the undersigned, personally appeared Stephen Comunale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Debra L. Friedrichsen*  
Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU )ss.

On this 25<sup>th</sup> day of January in the year 2022, before me, the undersigned, personally appeared Camilie Maitland, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Nassau County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

DEBRA L. FRIEDRICHSEN  
Notary Public - State of Ohio  
Residence - Medina County  
My Commission Expires 5-28-2026  
Camilie Maitland

*Nelly M. Renchwich*  
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HARTFORD, CONNECTICUT 06183  
FINANCIAL STATEMENT AS OF DECEMBER 31, 2020  
AS FILED IN THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,480,000

NELLY M RENCHIWICH  
Notary Public, State of New York  
No. 01RE6218158  
Qualified in Nassau County  
Commission Expires March 1, 2022

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	\$ 2,534,855,020
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$ 4,625,889,627



**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** S.A. Comunale Co., Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**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.

Pamela Gray Inspection Representative  
(Name, Title)  
Pamela Gray Inspection Representative  
(Printed Name and Title)  
25 N Canfield Niles Rd. Ste 25 AUSTINTOWN OH 44515  
(Address)  
0: 330-797-7558 C: 330 858 8632 FAX: 330 797 8630  
(Phone Number) / (Fax Number)  
pamela.gray@comunale.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.

S.A. Comunale Co., Inc.  
(Company)  
Pamela Gray Pamela Gray Insp. Rep.  
(Authorized Signature) (Representative Name, Title)  
Pamela Gray Inspection Representative  
(Printed Name and Title of Authorized Representative)  
January 25, 2022  
(Date)  
330-858-8632 F: 330-797-8630  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ BVH22\*03  
Fire Protection System Inspection and Maintenance

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10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

**11 MISCELLANEOUS:**

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

Contract Manager: Pamela Gray  
Telephone Number: 330-797-7558 C: 330-858-8232  
Fax Number: 330-797-8630  
Email Address: pamela.gray@comunale.com