



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 34239

Doc Description: Addendum 1: OPEN END CONTRACT:HVAC MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-12	2014-12-23 13:30:00	CRFQ 0511 HHR1500000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Nitro Electric Company Inc.
 4300 1st Avenue
 Nitro WV 25143

12/23/14 13:18:09
 West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 20 8844160

DATE 12/23/14

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Corrective Maintenance - Flat Hourly Rate	200.00000	HOUR		17,000.00

Comm Code	Manufacturer	Specification	Model #
72151003			

Extended Description :
Corrective Maintenance - Flat Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Parts Markup	1.00000	EA		10,500.00

Comm Code	Manufacturer	Specification	Model #
40101800			

Extended Description :
Vendor will charge actual cost of parts used in performance of corrective maintenance, plus bid markup. Per attached Pricing Pages (Exhibit B, Page 6), Vendor should enter PARTS TOTAL (\$10,000.00 in estimated parts times multiplier based on percentage markup) as Total Price/Contract Amount

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Preventive Maintenance Monthly Cost	12.00000	MO		127,428.00

Comm Code	Manufacturer	Specification	Model #
72151003			

Extended Description :

Preventive Maintenance: MONTHLY MAINTENANCE TOTAL (see Exhibit B, Pricing Pages, Page 6).
Unit Price is Monthly Cost for all equipment bid on Exhibit B.

HHR1500000006	Document Phase Final	Document Description Addendum 1: OPEN END CONTRACT: HVAC MAINTENANCE	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit B: Preventative Maintenance Bid Detail Form (Page 1 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
350 Capitol Street, Charleston, WV 25301 (Diamond Building)								
1	Computer Room Water-Cooled AC	2	Data Aire, Inc.	17 Ton	Section 1	O&M 10/89	Page 23	\$100.00
2	Computer Room Steam Humidifiers	2	Nortec Industries		Section 1	Mes-u Mes-P	Page 4	\$100.00
3	Water Source Heat Pumps	192	Trane	1-5 Tons	Section 2	WPHD	Pages 107-109	\$1,300.00
4	Programmable Thermostats	190 / 4	Honeywell Trane / Varirac II		Section 2	VAV-ION-8	Pages 1-2	\$400.00
5	Cooling Tower & Water Treatment	1	Baltimore Aire Coil	600 Ton	Section 3	M248/1-OBA PP-5m-8/96		\$100.00
6	Closed Recovery System & Separator	1	Lakos		Section 3	CRS-360-C/LS-574/LS-301N		\$50.00
7	Plate Frame Heat Exchanger	1	Armstrong		Section 4	PFX85		\$50.00
8	Centrifugal Pumps	3	Armstrong		Section 5	4030 SERIES		\$100.00
9	Flow Combination Valves	3	Armstrong		Section 5	FLO-TREX		\$100.00
10	Rooftop Gas Fired Make-up Air Units	3	Trane		Section 6	1200 PBH		\$100.00
11	Honeywell Damper Motor	3	Honeywell		Section 6	M436A/MK36A,B		\$50.00
12	Power Roof Ventilators	1	Loren Cook Company		Section 7	H-SERIES-M-A	Pages 7-11	\$50.00
13	Centrifugal Roof Ventilator	2	Loren Cook Company		Section 7	AC-SERIES-AC-M-8	Pages 6-8	\$75.00
14	Propeller Wall Fan	2	Loren Cook Company		Section 7	30-XLHP S / X-STREAM 5/97	Page 4	\$75.00
15	Motorized Outside Air Louvers	2	Siebe		Section 7	MA-305 / F-06491/ 22 BK	Page 4	\$75.00
16	Hot Water Heating Boiler	2	Lochinvar Copper-Fin		Section 8	CB00985 / MNL7019 REV A	Pages 8-11	\$100.00
17	Water Treatment	1			Section 10			\$100.00
18	Filter Service External Units	3			Section 11			\$100.00
19	Filter Service Internal Units	192			Section 11			\$50.00
20	Filter Service Computer Room	2	Data Aire, Inc.		Section 11			\$100.00
21	Wall Resistant Heaters	3 / 1	Qmark / Ray Wall		Section 12			\$100.00
22	Infrared Radiant Heater	1	Re Verber Ray		Section 12	TRACER 100 SERIES		\$50.00
23	DDC Controls Tracer Building Mgmt System	1	Tane		Section 13	TRACER 100 SERIES / EMTB-OG-15		\$95.00
24								
25							Page Total	\$3,420.00

Exhibit B: Preventative Maintenance Bid Detail Form (Page 2 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
500 Capitol Street, Charleston, WV 25301 (Parking Building)								
1	Packaged Terminal A/C	2	SANYO		Section 9	Santo 1/PTEC 1502G13A	Pages 18-19	\$100.00
2	Packaged Terminal A/C	1	Trane		Section 9		Pages 18-19	\$325.00
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25							Page Total	\$425.00

Exhibit B: Preventative Maintenance Bid Detail Form (Page 3 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
619 Virginia Street, West, Charleston, WV 25302 (Medical Examiner's Building)								
1	Outdoor Makeup Air Dx Cooling & Dehumidification Unit	2	Aaon	5 Ton		RM-013-8-0AB02-349-M000Y0B0CE0B00A0-A0B0000AC00000B		\$250.00
2	Outdoor Makeup Air Dx Cooling & Dehumidification Unit	1	Aaon	10 Ton		RM-010-8-0-AA02-339-A000D0B0CD0B00A0-A0B0000AC00000B		\$250.00
3	Outdoor Makeup Air Dx Cooling, Gas Heat Unit w/Condenser	1	Aaon	13 Ton		RM-005-8-0-AA01-329 A000D0B0GC0B00H0A0-B0000AC00000B		\$250.00
4	Outdoor Makeup Air Dx Cooling, Gas Heat Unit w/Condenser	1	Aaon	13 Ton		RM-005-8-AA01-329-M000U0B0GC0B00H0A0-B0000AC00000B		\$250.00
5	Administration Rooftop Unit	1	Trane			YCD150D3HABB		\$100.00
6	Belt Driven Exhaust Fan w/Backward Inclined Centrifugal Wheel	2	GREENHECK			SWB-215-30		\$75.00
7	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-071-6		\$75.00
8	Belt Driven Exhaust Fan w/Backward Inclined Centrifugal Wheel	1	GREENHECK			SWB-210-7		\$75.00
9	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-081-6		\$75.00
10	Centrifugal Upblast Exhaust Fan	1	GREENHECK			SQ-70-G		\$75.00
11	Lay-in Electric Ceiling Heater	1	Qmark			CDF-548		\$50.00
12	Wall Mount Electric Heater	4	Qmark			AWF-4404		\$50.00
13	Canopy Hood	1	LABCRAFTERS			H-466		\$50.00
14	Air Control Valve							\$25.00
15	Filter Service		American Air Filter					\$50.00
16	DDC Control System	1	Johnson			METASYS		\$100.00
17							Page Total	\$1,800.00

Exhibit B: Preventative Maintenance Bid Detail Form (Page 4 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
167 11th Avenue, South Charleston, WV (Laboratory Services Building)								
1	Rooftop Unit	1	YORK	7.5 Ton		DF090N10PAAA4		\$100.00
2	Rooftop Unit	1	YORK	5 Ton		DM060N08P2AAJ1		\$100.00
3	Rooftop Unit	1	YORK	5 Ton		DM060N08P2SSJ1		\$100.00
4	Rooftop Unit	1	YORK	4 Ton		DM048N06P2AAJ1		\$100.00
5	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1		\$100.00
6	Rooftop Unit	1	YORK	6 Ton		DF072n08P2AAJ1		\$100.00
7	Rooftop Unit	1	YORK	10 Ton		DF120N15P2AAA3		\$165.00
8	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1		\$100.00
9	Rooftop Unit	1	YORK	8.5 Ton		DF102N10P2AAA4		\$165.00
10	Rooftop Unit	1	YORK	5 Ton		DM060zN08P2AAJ1		\$100.00
11	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-070-6		\$60.00
12	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-141-3		\$60.00
13	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4		\$60.00
14	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-151-5		\$60.00
15	Belt Driven Exhaust Fan W/Balckward inclined Centgual Wheel	1	GreenCheck			SWB-131-5		\$60.00
16	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4		\$60.00
17	Belt Driven Exhaust Fan W/Balckward inclined Centgual Wheel	1	GreenCheck			SWB-131-5		\$60.00
18	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-131-5		\$60.00
19	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-100C2B		\$60.00
20	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-70C2B		\$60.00
21	Filter Service							\$100.00
22	Rooftop Unit	1	Aaon	10 Ton		RM-010-8-0AA02-334		\$100.00
23	Rooftop Unit	1	Aaon	6 Ton		RM-006-8-0-AA01-322		\$100.00
24	Rooftop Unit	1	Aaon	13 Ton		RM-013-8-0-AA		\$100.00
25	Server Closet Cooling	1	Goodman			CKL30-1D		\$100.00
							Page Total	\$2,230.00

Exhibit B: Preventative Maintenance Bid Detail Form (Page 5 of 6)

#	Building Location and Type of Equipment	No. of Units	Manufacture	Size	Area Served	Model Number	Serial Number	Manual Reference	Monthly Cost
167 11th Ave, South Charleston, WV (Laboratory Services Building - Refridgeration Units)									
1	Cooler Compressor	1	Tecumseh			2AJ201GT-188-J7	126836		\$222.00
2	Cooler Compressor	1	Cofelametic			KAE2-0050-CAV	93877635		\$222.00
3	Cooler Compressor	1	Unknown			AH256RT-169	GJ2490C087527		\$222.00
619 Virginia St., West, Charleston, WV (Medical Examiner's Building - Refridgeration Units)									
1	Cooler Compressor	1	Heatcraft			M02045L63CF	T05J00124		\$222.00
2	Cooler Compressor	1	Heatcraft			M02035M63CF	T05I00912		\$222.00
3	Cooler Compressor	1	Heatcraft			M02035M63CF	T05J00913		\$222.00
4	Cooler Compressor	1	Heatcraft			M02045L63CF	T05J00121		\$222.00
								Page Total	\$1,554.00

Exhibit B: Preventative Maintenance Bid Detail Form (Page 6 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O & M Manual Reference	Monthly Cost
167 11th Avenue, South Charleston, WV (Bio-Safety Level III Building)									
1	Makeup Air	1	Aaon	16 Ton		49207	200312-AKCH011201		\$270.00
2	Makeup Air	1	Aaon	8 Ton		49206	200312-AKCHO7823		\$270.00
3	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	235SD42118000007011110		\$225.00
4	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	235SD421180000033011110		\$225.00
5	Control System	1	Trane			Tracer Summit			\$100.00
6	Filter Service								\$100.00
								Page 6 Total	\$1,190.00
							Cost Breakdown by Location		
							350 Capitol Street (Page 1 Total)		\$3,420.00
							500 Capitol Street (Page 2 Total)		\$425.00
							619 Virginia Street (Page 3 Total)		\$1,800.00
							167 11th Avenue (Lab) (Page 4 Total)		\$2,230.00
							Refridgeration (Page 5 Total)		\$1,554.00
							167 11th Avenue (Bio) (Page 6 Total)		\$1,190.00
A	MONTHLY MAINTENANCE TOTAL (The Sum of Page 1 through Page 6 Totals, entered as Unit Price for Commodity Line 3 if responding in WVOasis) =								\$10,619.00
	MONTHLY MAINTENANCE TOTAL x 12 MONTHS = ANNUAL TOTAL (A)							\$127,428.00	A
B	CORRECTIVE MAINTENANCE								CORRECTIVE MAINTENANCE TOTAL (B)
	Flat Hourly Rate Bid of	\$	\$85.00	per hour	(Hourly Rate should be entered as Unit Price for Commodity Line 1if responding in WVOasis)	x 200	=	\$17,000.00	B
C	PARTS (Plus Percentage Markup)								PARTS TOTAL (C) (Entered as the Contract Amount of Line 2 if responding in WVOasis)
	Bid a percentage markup which will be applied to parts, per the specifications:		5.00	%					
	Convert bid markup percentage to a decimal (eg, 10% markup becomes .10 as a decimal), and add to 1.00 to calculate multiplier.								
	For example, a 10% markup would become a multiplier of 1.1		1.05	(Multiplier)					
	Estimated \$10,000.00 in parts	=	\$10,000.00	x	1.05	(Multiplier)	=	\$10,500.00	C
							GRAND TOTAL: (A + B + C)	\$154,928.00	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR150000006

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

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

Addendum Numbers Received:

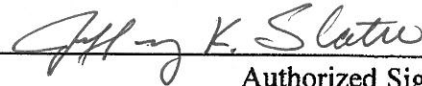
(Check the box next to each addendum received)

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

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

Nitro Electric Company Inc.

Company



Authorized Signature

12/23/2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

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

I, Cindi Lester, after being first duly sworn, depose and state as follows:

- I am an employee of Nitro Electric Company Inc.; and,
(Company Name)
- I do hereby attest that Nitro Electric Company Inc.
(Company Name)

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

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

By: *Cindi Lester*
 Title: Corporate Safety Director
 Company Name: Cindi Lester
 Date: 12/23/2014

Taken, subscribed and sworn to before me this 23 day of December, 2014.

By Commission expires June 30, 2018

(Seal)  OFFICIAL SEAL
 STATE OF WEST VIRGINIA
 NOTARY PUBLIC
 Lowell L. Ferguson
 Route 3, Box 9
 Hurricane, WV 25526
 My Commission Expires June 30, 2018

Lowell L. Ferguson
 (Notary Public)

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV042601

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING


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

Date Issued

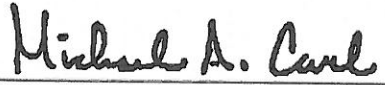
JUNE 13, 2014

Expiration Date

JUNE 13, 2015



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.

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Open End Contract for HVAC 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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
23rd day of December, 2014.

Principal Corporate Seal

Nitro Electric Company, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
President / CEO
(Title)

Surety Corporate Seal

Philadelphia Indemnity Insurance Company
(Name of Surety)
By [Signature]
Kimberly S. Burdette, Licensed WV Resident Agent **Attorney-in-Fact**

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.**

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Douglas P. Taylor, Andrew K. Teeter, Kimberly L. Miles and Kimberly S. Burdette of USI Insurance Services, LLC.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

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

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

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

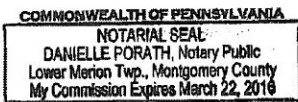
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

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

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of December, 2014.


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-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 exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Nitro Electric Company Inc.

Authorized Signature: *Jeffrey K. Slatio* Date: 12/23/14

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 23 day of December, 2014.

My Commission expires JUNE 30, 2018, 20 .

AFFIX SEAL HERE



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Lowell L. Ferguson
Route 3, Box 9
Hurricane, WV 25526
My Commission Expires June 30, 2018

NOTARY PUBLIC *Lowell L. Ferguson*
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Nitro Electric Company Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

304-204-1500 / 304-204-1350 / 12/23/14

(Phone Number) (Fax Number) (Date)