



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: 205511

Doc Description: ADDENDUM NO. 01 - FIRE SUPPRESSION EQUIPMENT MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-19	2016-06-09 13:30:00	CRFQ 0705 LOT1600000008	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

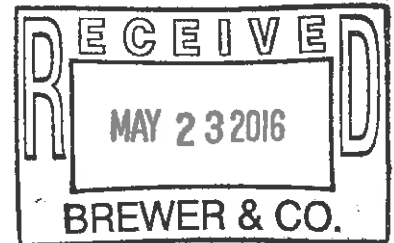
WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

*IBREWER + Co.*  
*3601 7<sup>th</sup> AVE*  
*CHARLESTON, WV 25387*  
*304-744-5314*



06/09/16 13:19:14  
 Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 55-0334215

DATE 6-9-2016

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for qualified vendors to inspect, test, and maintain the fire suppression systems at Lottery headquarters located at 900 Pennsylvania Avenue, Charleston, WV. Items to be maintained include fire extinguishers, fire pumps, sprinklers, alarms, detection and smoke control systems.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		PURCHASING	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INSPECTION/TEST/MAINTENANCE OF FIRE SUPPRESSION SYSTEM	1		36,598.00	36,598.00

Comm Code	Manufacturer	Specification	Model #
46191608			

**Extended Description :**

INSPECTIONS, TESTING AND MAINTENANCE OF FIRE SUPPRESSION SYSTEM FOR THE PERIOD OF 8/1/2016 - 7/31/2017  
 REFERENCE EXHIBIT A PRICING PAGE

<b>LOT1600000008</b>	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM NO. 01 - FIRE SUPPRESSION EQUIPMENT MAINTENANCE	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ LOT1600000008**

**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the pre-bid sign-in sheet.
2. To modify the price sheet for lines 6, 8, and 11 and corresponding specifications 4.1.16, D,E and G.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number:

CRFQ LOT 16\*8

Date:

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	WV LOTTERY
Firm Address:	900 PENNSYLVANIA AVENUE CHARLESTON WV 25302
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	Electronic Specialty
Firm Address:	1325 Dunbar Ave Dunbar, WV 25064
Representative Attending:	Karen Ratliff
Phone Number:	766-6277
Fax Number:	
Email Address:	Karen@Electronicspecialty.com

Firm Name:	BREWER CO.
Firm Address:	3614 7th Ave CHARLESTON, WV 25387
Representative Attending:	J. FLANAGAN
Phone Number:	304-744-5314
Fax Number:	304-744-4899
Email Address:	jeff.flanagan@brewerfire.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Service Pump Supply
Firm Address:	1111 Veterans Street Huntington WV
Representative Attending:	Ron Keesee
Phone Number:	304-425-6735
Fax Number:	304-425-6737
Email Address:	Ron.Keesee@Servicepump.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

**Jeff Flanagan**  
Service and Inspection Sales  
Cell: 304.741.5404  
jeff.flanagan@brewerfire.com

3601 7th Avenue  
Charleston, WV 25387  
P.O. Box 3108  
Charleston, WV 25331  
Ph. 304.744.5314  
1.800.642.8598  
Fax: 304.744.4899  
www.brewerfire.com

Local (304) 429-6731  
Toll Free: (800) 480-7867  
Fax: (304) 429-3005

P.O. Box 2097 - 11111 Vernon Street  
Huntington, WV 25721-2097  
Email: ronl@heesee@servicepump.com

**SERVICE PUMP  
& SUPPLY**  
Industrial / Mining  
Municipal

**Ron L. Heesee**



EXHIBIT "A" PRICING PAGE  
 LOTTERY  
 INSPECT, TEXT AND MAINTAIN FIRE SUPPRESSION SYSTEMS

	Description	Unit of Measure	Unit cost	Qty/Frequency	Extended Cost
1	Annual cost to inspect one (1) ABC Fire Extinguisher	Each	8.00	90	720.00
2	Annual cost to inspect one (1) Class K Fire Extinguisher	Each	8.00	1	8.00
3	Semi-annual cost to inspect and service commercial hood suppression system	Each	700.00	2	1,400.00
4	Monthly cost to inspect and service fire pump	Each	400.00	12	4,800.00
5	Annual cost to inspect and service fire pump	Each	500.00	1	500.00
6	Quarterly cost to inspect and service sprinkler system	Each	600.00	3	1,800.00
7	Annual cost to inspect and service sprinkler system	Each	600.00	1	600.00
8	Quarterly cost to inspect, test and service fire alarm and detection system	Each	1,250.00	3	3,750.00
9	Annual cost to inspect, test and service fire alarm and detection system	Each	1,250.00	1	1,250.00
10	Annual cost to inspect and service fire doors and smoke dampers	Each	500.00	1	500.00
11	Quarterly cost to inspect, service and clean smoke and duct detectors	Each	1,850.00	1	1,850.00
12	Annual cost to inspect and service smoke management system	Each	1,450.00	1	1,450.00
<b>Total of 1 through 12 = A</b>					<b>(A) 18,628.00</b>



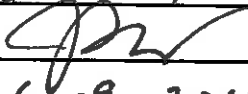
EXHIBIT "A" PRICING PAGE  
 LOTTERY  
 INSPECT, TEXT AND MAINTAIN FIRE SUPPRESSION SYSTEMS

Service Calls/Trouble Shooting: Indicate the hourly rate as specified for service calls/repairs outside the scope of the specific inspection/maintenance process. All invoices must be itemized					
	Description	Unit of Measure	Hourly Rate	Estimated Hours	Extended Cost
11	Corrective Maintenance DURING NORMAL BUSINESS HOURS	Hour	95.00	120	11,400.00
12	Corrective Maintenance OUTSIDE NORMAL BUSINESS HOURS	Hour	148.00	40	5,920.00
<b>Total of 11 through 12 = B</b>					(B) 17,320.00

Bid Scenario - For evaluation purposes the estimated cost of materials will be \$500.00				
	Net Cost + Parts Mark - Up (Expressed as multiplier) 20% markup = 1.20    10% markup = 1.10    5% markup = 1.05		Estimated Cost of Materials	Extended Cost
13	30% = .30	X	\$ 500.00	(C) 650.00

<b>Total Bid Amount (A + B + C)</b>				<b>36,598.00</b>
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EXHIBIT "A" PRICING PAGE  
LOTTERY  
INSPECT, TEXT AND MAINTAIN FIRE SUPPRESSION SYSTEMS

Company Name	TBREWEN & Co.
Address	3601 7 <sup>th</sup> AVE
City/ State/ Zip Code	CHARLESTON, WV 25387
Contact Person	JEFF FLANAGAN
Signature	
Date	6-9-2016
Phone Number	304-744-5314
Email Address	jeff.flanagan@brewerfire.com
Fax	304-744-4899

**CRFQ LOT160000008**  
**Fire Suppression Equipment Maintenance**  
**Specification Clarification**

**Section 4.1.16**

- D. Sprinkler Systems:** The inspection, testing, maintenance, and repair of fire sprinkler systems shall be performed in accordance with NFPA 25 and manufacturer's recommendations. Service will be performed on a quarterly and annual basis by a certified technician.

**Clarification:**

- D. Sprinkler Systems:** The inspection, testing, maintenance, and repair of fire sprinkler systems shall be performed in accordance with NFPA 25 and manufacturer's recommendations. Service will be performed by a certified technician once annually and then quarterly after that.

- E. Fire Alarm Systems:** Quarterly and Annual inspection, testing, maintenance, and repair of fire alarm systems shall be performed in accordance with NFPA 72. Service will be performed on a quarterly and annual basis by a certified technician. Tests shall be performed so that all initiating devices are tested at least once in a 12 month period. Annual inspection and testing of fire alarm systems to include, but not limited to, all smoke detectors, duct detectors, heat detectors, pull stations, strobes, horns, audio/visuals, beam detectors, and flame detectors in accordance with NFPA 72 and manufacturer's recommendations. Cleaning and adjustment of detection devices is to be included in the contract.

**Clarification:**

- F. Fire Alarm Systems:** Quarterly and Annual inspection, testing, maintenance, and repair of fire alarm systems shall be performed in accordance with NFPA 72. Service will be performed by a certified technician once annually and then quarterly after that. Tests shall be performed so that all initiating devices are tested at least once in a 12 month period. Annual inspection and testing of fire alarm systems to include, but not limited to, all smoke detectors, duct detectors, heat detectors, pull stations, strobes, horns, audio/visuals, beam detectors, and flame detectors in accordance with NFPA 72 and manufacturer's recommendations. Cleaning and adjustment of detection devices is to be included in the contract.

**G. Duct Detectors:** Inspection, testing, maintenance, and repair of duct detectors shall be performed in accordance with NFPA 80 and manufacturer's recommendations. Service will be performed on a quarterly basis by a certified technician.

**Clarification:**

**G. Duct Detectors:** Inspection, testing, maintenance, and repair of duct detectors shall be performed in accordance with NFPA 80 and manufacturer's recommendations. Service will be performed on an annual basis by a certified technician.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

*BREWER & Co.*

\_\_\_\_\_  
Company

*[Signature]*

\_\_\_\_\_  
Authorized Signature

*6-9-16*

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement 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 Kanawha, TO-WIT:

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

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

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

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

By:

Title:

President

Company Name:

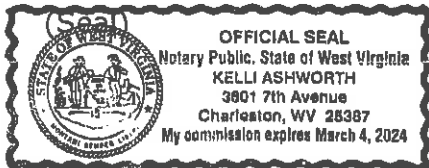
Brewer & Company of WV, Inc.

Date:

6/2/2016

Taken, subscribed and sworn to before me this 2nd day of June, 2016.

By Commission expires 3/4/2024

  
(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.**

**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  
Fire Suppression Equipment 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 9th day of June, 2016.

Principal Seal

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

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

Douglas Meeks, President  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)

By: [Signature]  
Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/16/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4750172 01

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, 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 16th day of MARCH A.D., 2016.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 16th day of MARCH A.D., 2016, 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, 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 9th day of June A.D., 2016.



Frank A. Carrino, Secretary



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

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

Authorized Signature: *[Handwritten Signature]* Date: 6/2/2016

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of June, 2016.

My Commission expires 3/4, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC *[Handwritten Signature]*

