



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: 294456

Doc Description: Addendum 3-Annual Chiller and Towers Maintenance

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2017-02-14  | 2017-02-22<br>13:30:00 | CRFQ 0211 GSD1700000012 | 4       |

**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 MECHANICAL

4300 1ST AVENUE

NITRO WV 25143

304-204-1500

02/22/17 13:04:18

WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 208844160

DATE 2/22/2017

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

**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*  
 The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division, to establish an open-end contract for HVAC Maintenance, specifically for the annual maintenance and cleaning of the chillers and towers in Building 11 as specified by OEM service schedules and manufacturer's recommendations per the specifications, and Terms and Conditions as attached.

| INVOICE TO   |  | SHIP TO  |  |
|--|--|--|--|
| DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION<br>1900 KANAWHA BLVD E, BLDG 1, RM MB-68<br>CHARLESTON WV25305<br>US |  | DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT<br>218 CALIFORNIA AVE<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc                                   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1    | Lump Sum Fee for Annual Preventive Maintenance | 1.00000 | LS         |            | 23,825.00   |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 73161517  |              |               |         |

**Extended Description :**  
 Lump Sum Fee for Annual Preventive Maintenance - see specifications

| INVOICE TO   |  | SHIP TO  |  |
|--|--|--|--|
| DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION<br>1900 KANAWHA BLVD E, BLDG 1, RM MB-68<br>CHARLESTON WV25305<br>US |  | DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT<br>218 CALIFORNIA AVE<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc      | Qty       | Unit Issue | Unit Price | Total Price |
|------|-------------------|-----------|------------|------------|-------------|
| 2    | Hourly Labor Rate | 200.00000 | HOUR       | 90.00      | 18,000.00   |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 73161517  |              |               |         |

**Extended Description :**  
 Corrective Maintenance Hourly Labor Rate - see specifications

| INVOICE TO   | SHIP TO  |
|--|--|
| DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION<br>1900 KANAWHA BLVD E, BLDG 1, RM MB-68<br>CHARLESTON WV25305<br>US | DEPARTMENT OF ADMINISTRATION<br>GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT<br>218 CALIFORNIA AVE<br>CHARLESTON WV 25305<br>US |

| Line | Comm Ln Desc     | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-----|------------|------------|-------------|
| 3    | Total Parts Cost |     |            | 1.18       | 11,800.00   |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 73161517  |              |               |         |

Extended Description :  
Corrective Maintenance Total Parts Cost - see specifications

**TOTAL COST: \$53,625.00**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD1700000012**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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 MECHANICAL

Company



Authorized Signature

2/22/2017

Date

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

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 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 §61-6-3) 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 MECHANICAL

Authorized Signature: *Jennifer L Kelly* Date: 2/22/2017

State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 22 day of FEBRUARY, 2017.

My Commission expires May 5, 2024.



NOTARY PUBLIC

*Jennifer L Kelly*  
Purchasing Affidavit (Revised 08/01/2015)



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

STATE OF WEST VIRGINIA,

COUNTY OF PUTNAM, TO-WIT:

I, NICHOLAS KAY, after being first duly sworn, depose and state as follows:

- 1. I am an employee of NITRO MECHANICAL; and,  
(Company Name)
- 2. I do hereby attest that NITRO MECHANICAL  
(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: NICHOLAS KAY

Signature: *Nicholas Kay*

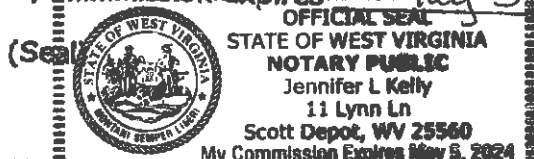
Title: CORPORATE SAFETY DIRECTOR

Company Name: NITRO MECHANICAL

Date: 2/22/2017

Taken, subscribed and sworn to before me this 22 day of FEBRUARY, 2017.

By Commission Expires May 5, 2024



*Jennifer L. Kelly*  
(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.**

**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.

\_\_\_\_\_  
 NITRO MECHANICAL  
 \_\_\_\_\_  
 (Name, Title)  
 JAMIE KUHN  
 \_\_\_\_\_  
 (Printed Name and Title)  
 43000 1ST AVENUE NITRO WV 25143  
 \_\_\_\_\_  
 (Address)  
 304-204-1500  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 jkuhn@nitromechanical.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.

\_\_\_\_\_  
 (Company)

\_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Phone Number) (Fax Number)

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV042601

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING

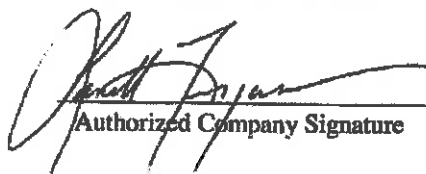
NITRO ELECTRIC COMPANY INC  
DBA NITRO MECHANICAL SERVICES  
4300 1ST AVE #2  
NITRO, WV 25143-1001

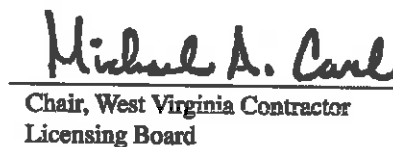
**Date Issued**

JUNE 13, 2016

**Expiration Date**

JUNE 13, 2017

  
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 Mechanical, 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  
Annual Chiller and Tower Maintenance, Charleston, WV

**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 22nd day of February, 2017.

Principal Seal

Nitro Mechanical, Inc.  
(Name of Principal)  
By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President / CEO  
(Title)

Surety Seal

Philadelphia Indemnity Insurance Company  
(Name of Surety)  
By: [Signature]  
Andrew K. Teeter, 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.**

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**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-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 **\$50,000,000.00**.

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 1<sup>st</sup> 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.

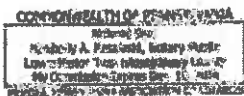
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

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

On this 10<sup>th</sup> day of June 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: December 18, 2016

I, Edward Sayago, Corporate 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 on this 10<sup>TH</sup> day of June 2013 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 22nd day of February, 20 17.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

REQUEST FOR QUOTATION  
Annual Chillers and Towers Maintenance

EXHIBIT C - PRICING PAGES

Preventive Maintenance:

|  |   |   |   |                     |
|--|---|---|---|---------------------|
| Lump Sum Fee for Annual Preventive Maintenance | x | 1 | = | Total Yearly Cost   |
| <u>\$ 23,825.00</u>                            | x | 1 | = | <u>\$ 23,825.00</u> |

Corrective Maintenance:

|                   |   |                 |   |                     |
|-------------------|---|-----------------|---|---------------------|
| Hourly Labor Rate | x | Estimated Hours | = | Total Labor Cost    |
| <u>\$ 90.00</u>   | x | 200             | = | <u>\$ 18,000.00</u> |

|                      |   |             |   |                     |
|----------------------|---|-------------|---|---------------------|
| Estimated Parts Cost | x | Multiplier  | = | Total Parts Cost    |
| <u>\$10,000.00</u>   | x | <u>1.18</u> | = | <u>\$ 11,800.00</u> |

Total Cost \*      \$ 53,625.00

\* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.