

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

Robert McCallister - FP Division Manager
(Name, Title)
Robert McCallister, Division Manager, Fire Protection
(Printed Name and Title)
4300 1st Avenue, Nitro, WV 25143
(Address)
304-204-1565 / 304-204-1350
(Phone Number) / (Fax Number)
rmccallister@nitrocs.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

Nitro Construction Services
(Company)

Robert McCallister FP Division Manager
(Authorized Signature) (Representative Name, Title)

Robert McCallister, Division Manager, Fire Protection
(Printed Name and Title of Authorized Representative)

05/20/2021
(Date)

304-204-1565 / 304-204-1350
(Phone Number) (Fax Number)

EXHIBIT A PRICING PAGE

| | COST EACH | QUANTITY* | TOTAL PER YEAR |
|---|-------------|-----------|--------------------|
| ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHERS | \$ 5.00 | 90 | \$ 450.00 |
| SEMI-ANNUAL INSPECTION OF KITCHEN HOOD SUPPRESSION SYSTEM | \$ 125.00 | 2 | \$ 250.00 |
| MONTHLY INSPECTION FIRE PUMPS | \$ 180.00 | 12 | \$ 2,160.00 |
| ANNUAL INSPECTION FIRE PUMPS | \$ 680.00 | 1 | \$ 680.00 |
| ANNUAL INSPECTION FIRE SPRINKLER SYSTEMS | \$ 680.00 | 1 | \$ 680.00 |
| ANNUAL INSPECTION FIRE ALARM SYSTEMS | \$ 2,080.00 | 1 | \$ 2,080.00 |
| ANNUAL INSPECTION AND CLEANING OF SMOKE MANAGEMENT SYSTEM | \$ 1,000.00 | 1 | \$ 1,000.00 |
| SEMI-ANNUAL INSPECTION OF CLEAN AGENT FIRE SUPPRESSION SYSTEM | \$ 125.00 | 2 | \$ 250.00 |
| TOTAL COST PER YEAR FOR INSPECTIONS | | | \$ 7,550.00 |

A.

| | Cost Per Hour | Estimated Hours/Year* | Extended Cost |
|--|---------------|-----------------------|---------------|
| MAINTENANCE AND REPAIR HOURLY RATE - NORMAL BUSINESS HOURS | \$ 90.00 | 120 | \$ 10,800.00 |

B.

| | | | |
|--|-----------|----|-------------|
| MAINTENANCE AND REPAIR HOURLY RATE - AFTER HOURS, WEEKENDS, AND HOLIDAYS | \$ 120.00 | 40 | \$ 4,800.00 |
|--|-----------|----|-------------|

C.

| | % Markup | Estimated Cost* | Extended Cost |
|-------------------------------|----------|-----------------|---------------|
| MATERIAL MARK-UP - PERCENTAGE | 25.00% | \$1,000.00 | \$ 1,250.00 |

D.

TOTAL BID AMOUNT (A+B+C+D) \$ 24,400.00

*Hours and material quantities are estimates utilized for bid evaluation purposes only. No future use of this contract or any individual item is guaranteed or implied.

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: Nitro Construction Services

Authorized Signature: Robert McCallister Date: 5-20-21

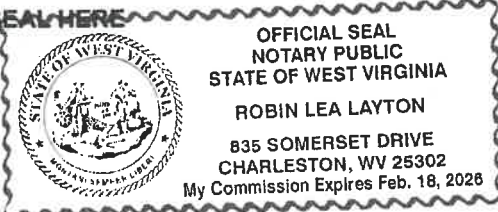
State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2021.

My Commission expires Feb 18, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042601

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
PIPING
LOW VOLTAGE SYSTEMS
SPRINKLER AND FIRE PROTECTION

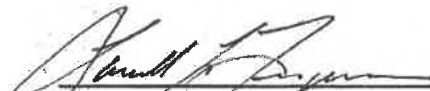
NITRO CONSTRUCTION SERVICES INC
DBA NITRO MECHANICAL SERVICES
4300 1ST AVE #2
NITRO, WV 25143-1001


Date Issued

Expiration Date

JUNE 13, 2021

JUNE 13, 2022


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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|--|--|---|
| PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURED Nitro Construction Services, Inc 4300 1st Avenue Nitro, WV 25143 | INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** W19429359 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | ZAGLB9222204 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | ZACAT9243304 | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of West Virginia is included as an Additional Insured as respects to General Liability per the written contract.

| | |
|---|---|
| CERTIFICATE HOLDER State of West Virginia 2019 Washington Street, East Charleston, WV 25305 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |