



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

**Procurement Folder:** 933739

**Procurement Type:** Central Master Agreement

**Vendor ID:** 000000114773

**Legal Name:** NITRO CONSTRUCTION SERVICES INC

**Alias/DBA:**

**Total Bid:** \$62,160.00

**Response Date:** 09/30/2021

**Response Time:** 7:58

**Responded By User ID:** nitroelectric

**First Name:** Chris

**Last Name:** White

**Email:** cwhite@nitro-electric.com

**Phone:** 3047412330

**SO Doc Code:** CRFQ

**SO Dept:** 0803

**SO Doc ID:** DOT2200000042

**Published Date:** 9/29/21

**Close Date:** 9/30/21

**Close Time:** 13:30

**Status:** Closed

**Solicitation Description:** ADDENDUM NO. 2 HVAC  
PREV/CORR MAINTENANCE

**Total of Header Attachments:** 1

**Total of All Attachments:** 1



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:** 933739  
**Solicitation Description:** ADDENDUM NO. 2 HVAC PREV/CORR MAINTENANCE AND PARTS  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-09-30 13:30	SR 0803 ESR09302100000002178	1

**VENDOR**  
 000000114773  
 NITRO CONSTRUCTION SERVICES INC

**Solicitation Number:** CRFQ 0803 DOT2200000042  
**Total Bid:** 62160  
**Response Date:** 2021-09-30  
**Response Time:** 07:58:40  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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	HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS	1.00000	EA	62160.000000	62160.00

Comm Code	Manufacturer	Specification	Model #
72151201			

**Commodity Line Comments:**

**Extended Description:**

HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Nitro Construction Services, 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  
HVAC Preventive/Corrective Maintenance and Parts

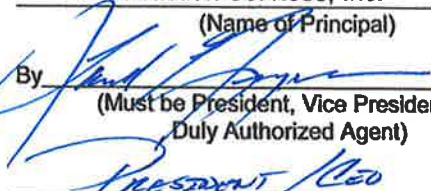
**NOW THEREFORE,**

- (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 30th day of September, 2021.

Principal Seal

Nitro Construction Services, Inc.  
(Name of Principal)  
By:   
(Must be President, Vice President, or  
Duly Authorized Agent)  
President/CEO  
(Title)

Surety Seal

Philadelphia Indemnity Insurance Company  
(Name of Surety)  
By:   
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.**

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, 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 Tammy S. Selbe 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 on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (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 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 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

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

On this 27<sup>th</sup> day of October, 2017, 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: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 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 30th day of September, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 933739		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ADDENDUM NO. 2 HVAC PREV/CORR MAINTENANCE AND PARTS		ADDENDUM NO_2 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-09-29	2021-09-30 13:30	CRFQ 0803 DOT2200000042	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Nitro Construction Services, Inc.

**Address :** 4300 First Avenue

**Street :**

**City :** Nitro

**State :** WV **Country :** USA **Zip :** 25143

**Princlpal Contact :** Chad McLaughlin

**Vendor Contact Phone:** 304-204-1500 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *Chad McLaughlin* **FEIN#** 20-8844160 **DATE** 9/29/2021

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

**ADDITIONAL INFORMATION**

Addendum No. 2

Addendum No\_2 Issued to publish and distribute the attached information to the vendor community.

Vendor Questions and Responses

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
 DISTRICT ONE HQ  
 1340 SMITH ST  
 CHARLESTON WV  
 US

DIVISION OF HIGHWAYS  
 DISTRICT ONE HQ  
 1340 SMITH ST  
 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS	1.00000	EA		\$62,160

**Comm Code****Manufacturer****Specification****Model #**

72151201

**Extended Description:**

HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	9:00am @ District 1 HQ	2021-09-17
2	Tech Qustions due by 10:00am	2021-09-22



**SOLICITATION NUMBER: CRFQ DOT2200000042**

**Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000042 ("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

**Additional Documentation:**

Bid Opening remains 09/30/2021 at 1:30pm

**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.

**Addendum 1 Clarifications CRFQ-0803-DOT2200000042-1**

**Item 1:**

To answer the question: Is the contractor responsible for the filters for the equipment? If so can you please provide a list of the filters and sizes.

**Answer:**

Yes, the contractor is responsible for filters changed quarterly. As part of the pre-bid meeting vendors were given the opportunity to look at the equipment and take pictures of the model and serial numbers.

**Item 2:**

To answer the question: Is the contractor responsible for the belts for the equipment? If so can you please provide a list.

**Answer:**

Yes, the contractor is responsible for belts changed as needed when determined by the routine preventative maintenance inspection. As part of the pre-bid meeting vendors were given the opportunity to look at the equipment and take pictures of the model and serial numbers.

**Item 3:**

To answer the question: Can you provide a list of electric VAV that will need yearly serviced? Will they be included in the contract?

**Answer:**

There are 44 electric VAV's that will need to be serviced annually. Yes, they are included in the contract.

**Item 4:**

To answer the question: Is there a more complete list of the equipment with the equipment's location, model number, serial number, filter quantities and sizes, belt quantities and sizes, and may we have this information?

**Answer:**

As part of the pre-bid meeting vendors were given the opportunity to look at the equipment and take pictures of the model and serial numbers.

**Item 5:**

To answer the question: Is there a comprehensive service history covering the last few years of service on this equipment available, may we have this information? Some of the equipment has

**had repeatable service issues for years. We would like to address the cause of these issues and stop the cycle.**

**Answer:**

**The WV DOH will provide the previous service information to the vendor awarded the contract.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000042**

**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 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 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 Construction Services, Inc.

\_\_\_\_\_  
Company

*Chad M. Laughlin*

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

*9/29/2021*

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.



**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.

Chad McLaughlin, Project Manager

**(Name, Title)**

Chad McLaughlin, Project Manager

**(Printed Name and Title)**

4300 First Avenue, Nitro, WV 25143

**(Address)**

304-204-1500 / 304-204-1350

**(Phone Number) / (Fax Number)**

cmclaughlin@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, Inc.

**(Company)**

*Chad McLaughlin, Project Manager*

**(Authorized Signature) (Representative Name, Title)**

Chad McLaughlin, Project Manager

**(Printed Name and Title of Authorized Representative)**

9/29/2021

**(Date)**

304-204-1500 / 304-204-1350

**(Phone Number) (Fax Number)**

**REQUEST FOR QUOTATION  
012200112 HVAC Maintenance**

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**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>2680</u>	x	12	=	\$ <u>32,160</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>90</u>	x	200	=	\$ <u>18000</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.2</u>	=	\$ <u>12000</u>

**Total Cost \***      \$ 62,160

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



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

I, Carey Marra, after being first duly sworn, depose and state as follows:

1. I am an employee of Nitro Construction Services, Inc.; and,  
(Company Name)
2. I do hereby attest that Nitro Construction Services, 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: Carey Marra  
 Signature: *Carey Marra*  
 Title: Corporate Safety Director  
 Company Name: Nitro Construction Services, Inc.  
 Date: 9-29-21

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 29 day of September, 2021.

By Commission expires May 5, 2024

(Seal)



*Jennifer L. Kelly*  
 (Notary Public)



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 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: (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, Inc.

Authorized Signature: Chad McLaughlin Date: 9/29/2021

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 29 day of September, 2021.

My Commission expires May 5, 2024.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Jennifer L Kelly



# 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

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.

