

**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 Oblige, 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  
Replacing the 8 existing hot water heaters with new ones at the Southern Regional Jail and Correctional Facility

**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 Oblige 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 15th day of September, 2023.

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, Tammy S. Selbe and Jessica J. Bentley, 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.

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 5TH DAY OF MARCH, 2021.



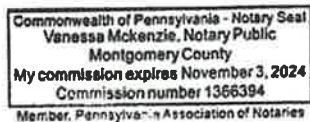
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 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 Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 15th day of September, 2023



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 1279204			<b>Reason for Modification:</b> Addendum No. 1:
<b>Doc Description:</b> Replacement of Hot Water Heaters Project			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-09-10	2023-09-15 10:30	ARFQ 0608 DCR2400000023	2

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:**

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

**Address :** 4300 First Avenue

**Street :**

**City :** Nitro

**State :** WV

**Country :** USA

**Zip :** 25143

**Principal Contact :** Scott Bay>

**Vendor Contact Phone:** 304.204.1500

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Philip K Farley  
(304) 549-1050  
philip.k.farley@wv.gov

**Vendor  
Signature X**

**FEIN#** 20-8844140

**DATE** 9/15/23

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

**ADDITIONAL INFORMATION**

Replacement of Eight (8) Natural Gas Fired Hot Water Heaters Project

INVOICE TO		SHIP TO	
DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US		SOUTHERN REGIONAL JAIL  1200 AIRPORT RD  BEAVER WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Bid Amount	0.00000			\$649,100

Comm Code	Manufacturer	Specification	Model #
40101826			

**Extended Description:**

Replacement of Eight (8) Natural Gas Fired Hot Water Heaters Project

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-08-29
2	Deadline for Questions at 2:00 PM. E..S.T.	2023-09-06
3	Bids Due by 10:30 AM E..S.T.	2023-09-15

	Document Phase	Document Description	Page
DCR240000023	Final	Replacement of Hot Water Heaters Project	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page 4
DCR240000023	Final	Replacement of Hot Water Heaters Project	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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.

Scott Bays, Project Manager

(Name, Title)

Scott Bays, Project Manger

(Printed Name and Title)

4300 First Avenue Nitro, WV 25143

(Address)

304-204-1500 / 304-204-1350

(Phone Number) / (Fax Number)

sbays@nitrocs.com

(Email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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..

Nitro Construction Services, Inc.

(Company)

Scott Bays, Project Manger



(Authorized Signature) (Representative Name, Title)

Scott Bays , Project Manager 9/15/2023

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

9/15/2023

(Date)

304-204-1500 / 304-204-1350

(Phone Number) (Fax Number)

sbays@nitrocs.com

(Email Address)



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.

Nitro Construction Services, Inc.

Company



Authorized Signature

09/15/2023

Date

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





ARFQ 0608 DCR240000023  
REQUEST FOR QUOTATION  
REPLACEMENT OF HOT WATER HEATERS PROJECT  
SOUTHERN REGIONAL JAIL AND CORRECTIONAL FACILITY

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- 2) Contractor must submit three (3) electronic formats in PDF format on CDs or USB drives.
- b. As-Built Drawings
  - 1) Contractor must submit two (2) full size hard copies.

1.09 MISCELLANEOUS

A. Contract Manager

- 1. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Contractor should list its Contract manager and his or her contact information below.

Contract Manager: Scott Bays

Telephone Number: 304.204.1500

Fax Number: 304.204.1350

Email Address: sbays@nitrocs.com

END OF SPECIFICATIONS



**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, Lowell L. Ferguson, 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**.

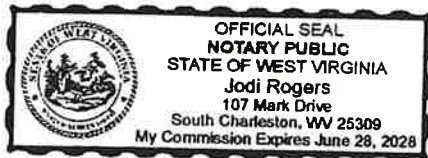
The above statements are sworn to under the penalty of perjury.

Printed Name: Lowell L. Ferguson  
 Signature: [Handwritten Signature]  
 Title: President / CEO  
 Company Name: Nitro Construction Services, Inc.  
 Date: 9/15/23

Taken, subscribed and sworn to before me this 15<sup>TH</sup> day of SEPTEMBER, 2023.

By Commission expires JUNE 28, 2028

(Seal)



[Handwritten Signature]  
(Notary Public)

STATE OF WEST VIRGINIA  
**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 §15A-3-14, 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, Inc.

Authorized Signature: [Signature] Date: 09/15/2023

State of WV

County of PUTNAM, to-wit:

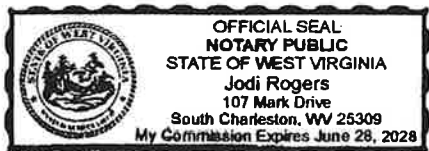
Taken, subscribed, and sworn to before me this 15<sup>TH</sup> day of SEPTEMBER, 2023

My Commission expires JUNE 28, 2028.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

*Purchasing Affidavit (Revised 03/09/2019)*





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV042601

**CLASSIFICATION:**

- ELECTRICAL
- GENERAL BUILDING
- HEATING, VENTILATING & COOLING
- PIPING
- SPECIALTY
- 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, 2023

JUNE 13, 2024

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.