

State of West Virginia Agency Request for Quote

Proc Folder:

1367410

Reason for Modification:

Doc Description: Equipment and Systems Maintenance and Repairs SMCC&J

Proc Type:

Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version

2024-01-31 2024-02-20 10:30 ARFQ 0608 DCR2400000087 1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name: N. tro Construction Services

Address: 4300 First Ave.

Street:

City : 1 2 500

State:\\

Country: USA

Zip: 25143

Principal Contact :

Vendor Contact Phone: 2

Extension:

FOR INFORMATION CONTACT THE BUYER

John S Caldwell (304) 558-9578

john.s.caldwell@wv.gov

Vendor

Signature X

DATE

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

Date Printed:

Jan 31, 2024

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract to provide preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment for the Equipment and Systems Maintenance and Repairs Contract at the Saint Marys Correctional Center and Jail, 2880 N. Pleasants Highway, St. Marys, WV 26170 (Pleasants County).

INVOICE TO		SHIP TO				
ST MARYS CORRECTIONAL CENTER		DIVISION OF CORRECTIONS				
2880 N PLEASANTS HWY		ST MARYS CORRECTIONAL CENTER				
		2880 N PLEASANTS HWY				
ST MARYS	WV	ST MARYS WV				
US		US				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
1	Overall Cost			11,00		
				do	1001	

Comm Code	Manufacturer	Specification Model #		
72151201				

Extended Description:

Equipment and Systems Maintenance and Repairs Contract

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Optional Pre-Bid Meeting at 10:00 AM E.S.T.	2024-02-06
2	Deadline for Questions Due is 2:00 PM E.S.T.	2024-02-13
3	Bid Due By 10:30 AM E.S.T.	2024-02-20

SAINT MARY'S CORRECTIONAL CENTER AND JAIL

ARFQ 0608 DCR2400000087 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount	
Equipment and Systems		_	2 20	I II DD	
Equipment and Systems	Biannual	2	3,200,00	6,400,00	
			Subtotal A:	C,400.00	
Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount	
Regular Labor Rate	Hour	100	100,00	10.000.00	
Overtime Labor Rate	Hour	16	100,00	1,00,00	
Holiday Labor Rate	Hour	8	100,00	300,00	
Emergency Labor Rate	Hour	8	100,00	800,00	
			Subtotal B:	New Equipment, Devices,	
New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **		New Equipment, Devices, and Parts Markup Percentage	new Equipment, Devices, and Parts Markup Percentage Extended	
Parts	\$5,000.00		1.30 %	Amount	
OVERALL COST (by adding subtotals A, B, and C)					
West Virginia Contractors License Address: Phone No.: Fax No.:					
NOTES: * Quantities are estimated for bid evaluation purposes only.					

^{**} Estimated cost for bid evaluation purposes only.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: 11to Construction Services				
Check this box if no subcontractors will perform	rm more than \$25,000.00 of work to complete the			
project.				
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.			
*				

(Name, Title) Jamie Yuhn HVAC Comm, Serv. Marager (Printed Name and Title) 4300 First Ave 1,40,40 AS 143 (Address) 304-204-1555 (Phone Number) / (Fax Number)
1/Subs@ 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
(Company) (Authorized Signature) (Representative Name, Title)
Printed Name and Title of Authorized Representative) (Date)
(Date)

4-1555 304-204-1350 Fax Number) Ontrocs.com

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.

(Email Address)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

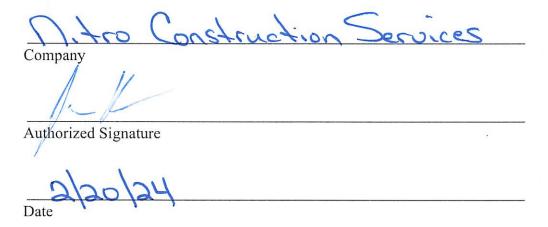
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

(Check the box next to each ad	dendum received)
[] Addendum No. 1	[] Addendum No. 6
[] Addendum No., 2	[] Addendum No. 7
[] Addendum No. 3	[] Addendum No. 8
[] Addendum No. 4	[] Addendum No. 9
[] Addendum No. 5	[] Addendum No. 10

Addendum Numbers Received:

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.



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

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 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:

Date:

Date:

Date:

State of

County of

Taken, subscribed, and sworn to before me this

AFFIX SEAL HERE

OFFICIAL SEAL

STATE OF WEST VIRGINIA
NOTARY PUBLIC

NOTARY PUBLIC

Cheryl L Griffith
4810 Spring Hill Ave
South Charleston WV 25309
My Commission Expires April 3, 2024

Purchasing Affidavit (Revised 03/09/2019)



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

STAT	E OF WEST VIRGINIA,
COUN	ITY OF Putcam, TO-WIT:
I, <u>Je</u>	, after being first duly sworn, depose and state as follows:
1.	I am an employee of <u>\(\sqrt{40}\) Construction Services</u> and, (Company Name)
2.	I do hereby attest that 1.40 Construction Services (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 a	bove statements are sworn to under the penalty of perjury.
	Printed Name: Janie Lubo
	Signature:
	Title: HVAC Comm Service Manager
	Company Name: 1. tro Construction Services
	Date: 8/20/24
Taken	, subscribed and sworn to before me this 20 day of February , 2024.
Ву Со	mmission expires April 3, 2024
(Seal)	OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC Cheryl L Griffith 4810 Spring Hill Ave, South Charleston WV 25309 My Commission Expires April 3, 2024

ARFQ 0608 DCR2400000087 REQUEST FOR QUOTATION EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT SAINT MARY'S CORRECTIONAL CENTER AND JAIL

- 2) Failure to comply with other specifications and requirements contained herein.
- 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 4) Failure to remedy deficient performance upon request.

1.16 CONTRACT MANAGER:

A. 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. The previously specified information must be submitted prior to award of contract.

Contract Manager: Jamie Kuhn
Telephone Number: 304-204-1555

Fax Number: 304-204-1350

Email Address: Kuhn@nitrocs.com

END OF SPECIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2023

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.

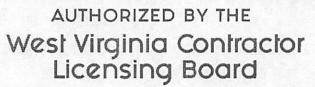
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

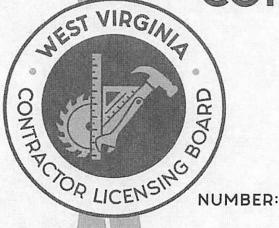
If SUBROGATION IS WAIVED, subject to the terms and co this certificate does not confer rights to the certificate holds	nditions of the pol		olicies may	require an end	orsemen	t. As	tatement on
PRODUCER				on Certificat	e Cente	<u>.</u>	
Willis Towers Watson Northeast, Inc.		PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378					
c/o 26 Century Blvd P.O. Box 305191	E-MA	ESS: Certifi	cates@willi	.s.com	1 (200, 140).		
Nashville, TN 372305191 USA	ADDR						T NAVO #
	 		nsurance Co	DING COVERAGE			11150
INSURED		TEIL W.		Liability C			38318
Nitro Construction Services, Inc			Indemnity a	DIADILICY C	ombana		30310
4300 1st Avenue	INSUI	RER C:	.				-
Nitro, WV 25143	INSU	RER D :					
	INSU	RER E :					
		RER F :					
COVERAGES CERTIFICATE NUMBER:				REVISION NU			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURA EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW	R CONDITION OF AI	NY CONTRACT / THE POLICIE I REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	OCUMENT WIT	H RESPE	CT TO O ALL	WHICH THIS
	LICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	1	
COMMERCIAL GENERAL LIABILITY		1		EACH OCCURREN	ICE TED	s	2,000,000
CLAIMS-MADE X OCCUR				DAMAGE TO RENT PREMISES (Ea occ	crueuce)	\$	2,000,000
A		1		MED EXP (Any one	person)	\$	5,000
ZA(GLB9222207	01/01/2024	01/01/2025	PERSONAL & ADV	INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGRE	GATE	s	4,000,000
POLICY X PRO-				PRODUCTS - COM	IP/OP AGG	s s	4,000,000
OTHER: AUTOMOBILE LIABILITY				COMBINED SINGL	ELIMIT	s	5,000,000
				(Ea accident) BODILY INJURY (P	Per nerenn)	\$	
	CAT9243307	01/01/2024	01 /01 /2025	BODILY INJURY (F		<u> </u>	
AUTOS ONLY AUTOS	_A19243301	01/01/2024	01/01/2025	PROPERTY DAMA			
AUTOS ONLY X NON-OWNED AUTOS ONLY				(Per accident)		\$	
						\$	
B UMBRELLA LIAB X OCCUR				EACH OCCURREN	ICE	\$	10,000,000
CLAIMS-WADE	0588155241	01/01/2024	01/01/2025	AGGREGATE		s	10,000,000
DED X RETENTION \$ 10,000						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X PER STATUTE	OTH- ER		
A ANYPROPRIETOR/PARTNER/EXECUTIVE 1		01 /01 /0004	01 /01 /0025	E.L. EACH ACCIDE	NT	\$	1,000,000
(Mandatory in NH)	WCI9402607	01/01/2024	01/01/2025	E.L. DISEASE - EA	EMPLOYEE	s	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - PO	LICY LIMIT	\$	1,000,000
					Ì		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional	Remarks Schedule, may	be attached if mor	e space is require	ad)		-	
,	•			•			
L							
CERTIFICATE HOLDER	CAN	ICELLATION					
	TH	E EXPIRATION	N DATE THE	ESCRIBED POLICE EREOF, NOTICE BY PROVISIONS.			
	AUTH	ORIZED REPRESE	NTATIVE				
	1	12/2	2				

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Evidence of Insurance

CONTRACTOR LICENSE





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.

	Division of Corrections and
Agency	Rehabilitation
	O# DCR240000087

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Nitro Construction Services, Inc.						
of	Nitro , WV	, as I	Principal, an	d <u>Philad</u>	elphia I	ndemnity Insurance
Company of_	Bala Cynwyd , PA	a corporat	ion organize	ed and e	odsting (under the laws of the State of
PA	with its principal office in the City ofBala	a Cynwyd	, as Sure	ety, are h	neld and	i firmly bound unto the State
of West Virginia	, as Obligee, in the penal sum of Five Percent (of Amount Bi	<u>t</u>	_(\$	5%) for the payment of which,
well and truly to	be made, we jointly and severally bind ourselves	, our heirs, ad	ministrators,	, executo	ors, suc	cessors and assigns.
The C	condition of the above obligation is such that w	hereas the Pri	ncipal has	submitte	ed to th	e Purchasing Section of the
Department of	Administration a certain bid or proposal, attached	hereto and ma	de a part he	ereof, to	enter in	to a contract in writing for
Equipment ar	nd Systems Maintenance and Repairs, Sair	t Marys Con	ectional C	enter a	nd Jail	
NOM.	THEREFORE,					
(a)	If said bid shall be rejected, or		•.•.			with the hid or moreoni
(b)	If said bid shall be accepted and the Princip o and shall furnish any other bonds and insurance	al shall enter a required by t	into a conti ne bid or pro	iract in a poosal a	ed shall	nce with the big or proposal I in all other respects perform
the encoment	created by the acceptance of said hid, then this o	hlication shall	be null and	void, off	1erwise	this obligation shall remain in
full force and e	ffect. It is expressly understood and agreed that	the flability of	the Surety	for any	and all	claims hereunder shall, in no
event, exceed t	he penal amount of this obligation as herein state	u.				
The Si	urety, for the value received, hereby stipulates ar	d agrees that	the obligatio	ons of se	ald Sure	ty 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.						
Maine lidrice of	any such extension.					
WITNE	ESS, the following signatures and seals of Princip	al and Surety,	executed a	nd seale	ed by a	proper officer of Principal and
Surety, or by Pr	rincipal individually if Principal is an Individual, this	<u> 20th day</u>	ofFe	ebruary		
Principal Seal			Nitro Co	nstructi		vices , Inc.
			l.		(Name	of Principal)
			By Az	1	San	<i>x</i>
			(1	Must be	Preside	nt, Vice President, or orized Agent)
	Mechanical VP					
			1016	crian		Title)
200	GRITY					1100)
Sumb Sade 16	active of the second		Philadeli	phia Ind	demnit	y Insurance Company
Surely Seat	1927 H					of Surety)
14	Was a Market Control of the Control			٨		0 1 1
			By:	Lan	mun	Selbe
			Terniny S. S WV Resider	nt Agent	()	Attomey-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. Tavlor, 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

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 14th 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,

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 SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th 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 Comorate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

monwealth of Pennsylvanie - Notary S Vanesse Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Notary Public:

Vanessa mckensie

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 5th 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 20th day of February

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY