



State of West Virginia  
Agency Request for Quote

Proc Folder: 1290634		Reason for Modification:	
Doc Description: Equipment and Systems Maintenance and Repairs Contract RLSJC			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-11	2023-10-04 10:30	ARFQ 0608 DCR2400000018	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Nitro Construction Services

Address : 4300 First Ave.

Street :

City : Nitro

State : WV

Country : USA

Zip : 25143

Principal Contact : 304-204-1555

Vendor Contact Phone: Jamie Kuhn

Extension:

FOR INFORMATION CONTACT THE BUYER

Mary R Kemper  
304-957-8226  
mary.r.kemper@wv.gov

Vendor Signature X

FEIN# 20-8844160

DATE 10/4/23

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

**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 Robert L. Shell Juvenile Center located at Two O'Hanlon Pl, Barboursville, WV 25504 in Cabell County.

INVOICE TO		SHIP TO	
ROBERT L SHELL JUVENILE CENTER 2 O HANLON PL		ROBERT L SHELL JUVENILE CENTER 2 O HANLON PL	
BARBOURSVILLE	WV	BARBOURSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Cost				23,700.00

Comm Code	Manufacturer	Specification	Model #
72151201			

**Extended Description:**  
Equipment and Systems Maintenance and Repairs Contract

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Non-Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-09-20
2	Deadline for Questions Due is 2:00 PM E.S.T.	2023-09-27
3	Bid Due By 10:30 AM E.S.T.	2023-10-04

ROBERT L. SHELL JUVENILE CENTER

ARFQ 0608 DCR240000018 - EQUIPMENT AND SYSTEM 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				
Equipment and Systems	Bi-Annual	2	2,000.00	4,000.00

Subtotal A: 4,000.00

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	1,600.00
Holiday Labor Rate	Hour	8	100.00	800.00
Emergency Labor Rate	Hour	8	100.00	800.00

Subtotal B: 13,200.00

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 Amount
New Equipment, Devices, and Parts	\$5,000.00	1.30 %	6,500.00

Subtotal C: 6,500.00

OVERALL COST (by adding subtotals A, B, and C) 23,700.00

Bidder/Vendor Information:	
Name:	N. Tro Construction Services
Address:	4300 1st Ave N. Tro, WV 25143
Phone No.:	304-204-1335
Fax No.:	304-204-1330
Email Address:	cgf@n.trocs.com / jkuhn@n.trocs.com
Authorized Signature:	<i>[Signature]</i>

NOTES:

\* Quantities are estimated for bid evaluation purposes only.

\*\* Estimated cost for bid evaluation purposes only.





**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.

        *J. Kuhn* Commercial Service Manager          
(Name, Title)  
        *Jamie Kuhn Commercial Service Manager*          
(Printed Name and Title)  
        *4300 1<sup>st</sup> Ave Nitro WV 25143*          
(Address)  
        *304-204-1555 304-204-1350*          
(Phone Number) / (Fax Number)  
        *jkuhn@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 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 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 Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

        *Nitro Construction Services*          
(Company)  
        *J. Kuhn Commercial Service Manager*          
(Authorized Signature) (Representative Name, Title)  
        *Jamie Kuhn Commercial Serv. Manager*          
(Printed Name and Title of Authorized Representative) (Date)  
        *10/4/23*          
(Date)  
        *304-204-1555 304-204-1350*          
(Phone Number) (Fax Number)  
        *jkuhn@nitrocs.com*          
(Email Address)

Faint header text at the top of the page, possibly containing a date or reference number.

Handwritten text in the upper section, including a signature and several lines of cursive script.

A large block of very faint, illegible handwritten text in the middle of the page.

Handwritten text in the lower section, including a signature and several lines of cursive script.

Handwritten text at the bottom of the page, including a signature and several lines of cursive script.

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  
Company

Jani M  
Authorized Signature

10/4/23  
Date

NOTE: This addendum acknowledgment 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 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: [Signature] Date: 10/4/23

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 4 day of October, 2023

My Commission expires April 3, 2024

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 03/09/2019)



**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, Jamie Kuhn, after being first duly sworn, depose and state as follows:

1. I am an employee of Nitro Construction Serv.; and,  
(Company Name)
2. I do hereby attest that Nitro Construction Serv.  
(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: Jamie Kuhn  
 Signature: [Handwritten Signature]  
 Title: Commercial Service Manager  
 Company Name: Nitro Construction Services  
 Date: 10/4/23

Taken, subscribed and sworn to before me this 4 day of October, 2023.

By Commission expires April 3, 2024

(Seal)



[Handwritten Signature]  
(Notary Public)

ARFQ 0608 DCR2400000018  
REQUEST FOR QUOTATION  
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT  
ROBERT L. SHELL JUVENILE CENTER

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**1.15 CONTRACTOR DEFAULT:**

- A. The following shall be considered a Contractor default under this Contract.
- 1) Failure to perform Contract Services in accordance with the requirements contained herein.
  - 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: jkuhn@n.trocs.com

**END OF SPECIFICATIONS**