

**Purchase
Change Request**



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
MU19SPRNKLR

FY 22	Buyer TB	Date 7/29/2021	Account VARIOUS	P.O. Date 07/02/2018	Contract MU19SPRNKLR
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. HERITAGE FIRE PROTECTIONS INC 400 SOUTH BIG RUN RD SUITE 1 ASHLAND, KY 41102-9657	Vendor Code 61-1159344	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph#	Fax	FEIN# 61-1159344

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # <u>3</u></p> <p>PART A - SPRINKLERS & BACKFLOW SERVICES PART B - FIRE EXTINGUISHERS & FIRE SUPPRESSION SYSTEMS</p> <p>To renew contract MU19SPRNKLR according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.</p> <p>Effective: July 1, 2021 - June 30, 2022 Renewal: 3 of 5 Remaining Renewals: 2</p>		

Reason for Change: Contract Renewal	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: *Treacy Grandolini* 7/29/21
 Authorized Signature Date

N/A _____
 Attorney General if required Date

Contract Synopsis

Part A. Sprinklers & Backflow Devices	\$25,580.00
Pricing pages 5 and 13	
Part B2. Extinguishers	\$4,808.00
Pricing page 11	
Part B3. Range Hoods	\$4,600.00
Pricing page 12	
TOTAL:	\$34,988.00

Part A: Inspection and Maintenance of Sprinkler Systems and Backflow Prevention Devices

A1. Scope of Work:

General maintenance and repair services for all fire suppression systems for all buildings associated with Marshall University. Contractor will provide four (4) complete inspections per year of each wet, dry and deluge sprinkler system. The four (4) inspections shall occur quarterly in March, June, September and December or at the request of Marshall University. Service covered under this contract shall include the draining of all low points on the dry systems twice per year, during the months of October and January in addition, CO2 fire suppression systems shall be inspected annually in July and fire pump flow tests shall be conducted in May. These inspections must meet all standards set forth by the National Fire Protection Association, including but not limited to NFPA 12, 13, 25, 101, and the WV State Fire Code.

If additional fire suppression systems are added during the life of this contract, the vendor shall provide all required services as noted above.

Testing of backflow prevention devices installed on fire service lines and complete any required test results form that is provided by the agency from utility. At a minimum, the vendor will test the device per the requirements of the State of West Virginia Department of Health and Human Resources Bureau for Public Health, under Title 64 Legislative Rule, Series 15, Cross Connection Control and Backflow Prevention.

All permits, fee and licenses necessary to do this work shall be obtained and paid for by the contractor, who shall give all required notices and comply in every way with all County, State and City laws relating to the work.

All work shall be executed in a workmanlike manner, according to the best practices of the trade and shall present a neat and mechanical appearance when completed. Workmen employed on this project shall be qualified and competent to perform the task to which they are assigned. Any workman found to be incapable of performing his work due to lack of skill, neglect, ungentlemanly character shall be removed from the project at the written request of the Director of Safety and Health, the Director of Physical Plant, or the Director of Public Safety.

No changes shall be made in this contract without the written permission or request by the Owner. This contract shall not be sublet without the permission of the Owner.

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.

The Contractor or Sub-Contractor shall pay the prevailing minimum wage rates as established by the West Virginia Department of Labor for the trade involved for the counties of (Cabell, Wayne and Kanawha) in which this contract is performed. Documentation of job payroll shall be provided at the request of Marshall University. *House Bill 4005 passed February 4, 2016 and became effective on May 4, 2016 repealed the statutory authority for the prevailing wages. As a result, there are no prevailing wages in West Virginia at this time.*

A2. Qualifications:

The Vendor and employee's must be certified /licensed by the West Virginia State Fire Marshal to perform fire protection work as defined in West Virginia Code, Chapter 29, Article 3D and certified to perform backflow preventions testing.

Personnel will be equipped with the appropriate equipment necessary for proper trouble-shooting maintenance and repair service for the equipment covered by this policy. Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.

A3. Specific Requirements:

The Contractor shall provide, and keep current, a check chart suitable for each system, to indicate the status of all scheduled inspections and work performed and the date of performance. The chart shall be posted at the sprinkler system riser or other location convenient to each system. The Contractor must initial and date chart to indicate that the work has been accomplished.

Any malfunctions or noted deficiencies are to be corrected immediately. System Impairment notification must be given anytime a system is taken offline. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be scheduled with the Department of Environmental Health & Safety.

Contractor will be responsible to insure a supply of spare sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises is kept in a cabinet located where temperatures will at no time exceed 100-degree F; as shall an appropriate sprinkler wrench(s).

The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

The Contractor shall be required to maintain the adequate spare parts so as not to delay repair of systems due to lack of material, subject to inspection by Marshall University personnel during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday. Marshall University Police department must be notified at 304-696-4357 prior to any inspection or maintenance of a fire or security alarm system.

In the event of an emergency service calls, the vendor shall provide service within four (4) hours of receipt of call maximum. Normal response time during regular work hours shall be sooner.

A copy of each inspection report shall be provided to the Department of Safety and Health, 209 Sorrel Maintenance Building, within one business day upon the completion of each inspection.

A4. Pricing Breakdown:

Quarterly Inspections to be performed in the months of March, June, September and December for wet and dry systems:

1. Price per Wet Sprinkler Inspection (56 Wet Systems) - \$70.00
 Price per Quarter: $56 \times \$70.00 = \$3,920.00$
Annual Cost: \$15,680.00

2. Price per Dry Sprinkler Inspection (13 Dry Systems) - \$85.00
 Price per Quarter: $13 \times \$85.00 = \$1,105.00$
Annual Cost: \$4,420.00

3. Price per Deluge Sprinkler Inspection (4 Deluge Systems) - \$80.00
 Price per Quarter: $4 \times \$80.00 = \320.00
Annual Cost: \$1,280.00

Annual inspections to be performed in July for CO2 Fire Suppression System:

4. Price per CO2 System Inspection (1 System) - \$400.00
Annual Cost: \$400.00

Annual Inspection and flow rest to be performed in May for each Fire Pump:

5. Price per Fire Pump Flow Test (3 Fire Pumps) - \$400.00
Annual Cost: \$1,200.00

6. Price per Backflow Preventer Inspections (52) - \$50.00
Annual Cost: \$2,600.00

Total Quarterly: \$5,345.00

Total Annual: \$25,580.00

A5. Billing/Building List:

Inspections/Services performed shall be invoiced according to the billing group below. Vendor shall submit invoices by group and shall include building and description of service provided. Marshall University may add buildings to the contract as needed.

Group 1 – Physical Plant

Art Warehouse	Morrow Library
Band Storage Building	Marshall Plaza
Bias (Crime Scene House)	Myers Hall
Chemical Storage Building	MU Plaza
Corbly Hall	Old Main
Dewco Warehouse/Print Shop	Placement Center/Career Services
Dot Hicks Memorial Softball Complex	President's House
Drinko Library	Prichard Hall
East Hall	Public Safety Building
Gullickson Hall	Science Building
Harris Hall	Shewey Building
Henderson Center	Smith Hall/Music/Communication
Indoor Practice Facility	Sorrell Maintenance Building
Jenkins Hall	Veterans Memorial Soccer Complex
Joan C. Edwards Fine Arts Building	Visual Arts Complex
Jomie Jazz Center	Weight Training Complex
Gillette Welcome Center	Weisberg Engineering Complex
Memorial Student Center	

Group 2 – Housing and Residence Life

Buskirk Hall	Twin Towers Cafeteria
Fairfield Landing	Twin Towers East
Gibson Hall	Twin Towers West
Harless Dining Hall	Wellman Hall
Haymaker Hall	Willis Hall
Holderby Hall	

Group 3 – Athletics

Edwards Stadium	Stadium Store
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Group 4 – Medical Services

Joan C. Edwards School of Medicine	Health Information Center
Coon Educational Building	Rural Health Clinical Education Center
Erma Byrd Clinical Education Outreach Center	

Group 5 – Marshall University Graduate College – South Charleston

Administration Building

Academic Building

Group 6 – Forensics Science Complex

Forensic Science Building

Forensic Science Annex

Group 7 – Marshall University Child Development Academy

Group 8 – Public Safety

3rd Avenue Parking Garage

6th Avenue Parking Garage

Group 9 – Robert C. Byrd Institute

Group 10 – Robert C. Byrd Biotechnology Science Center

Group 11 – Capstone

Freshman Residence Hall North

Freshman Residence Hall South

Recreation Center

Part B: Inspection and Maintenance of Fire Extinguishers and Fire Suppression Systems

B1. Scope of Work

Contractor to provide annual inspections, refilling, hydrostatic testing, and six (6) year maintenance for fire extinguishers in all buildings associated with Marshall University, (attached building list), and bi-annual inspections of each kitchen (large and small) fire suppression systems. Provide on-call emergency response, backup and emergency support in areas of repair as needed and any corrective maintenance necessary to return systems to factory specified full operational condition.

All work shall be executed in a workmanlike manner, according to the best practices of the trade and shall be present a neat and mechanical appearance when completed. Inspections, repairs, and equipment must meet all standards set forth by the National Fire Protection Association, including but not limited to NFPA 10, 17, 96 and the West Virginia State Fire Code.

Any malfunctions or noted deficiencies are to be corrected immediately.

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.

B2. Fire Extinguishers

Contract includes general maintenance and repair services, refilling, hydrostatic testing, six-year maintenance, and annual inspections for all fire extinguishers in all buildings associated with Marshall University. Equipment or devices found not to be operating properly are to be corrected immediately. The Contractor shall be on-call for extinguishers that may have been discharged or damaged. Services shall include, but are not limited to, the provision of qualified labor; supervision; transportation (when are where required); establishment and maintenance of records; all parts, tools, and equipment. The Contractor shall ensure the extinguishers are properly hung to meet current codes. Where extinguishers are located in cabinets, the Contractor shall ensure that the doors are functioning properly and that any glass windows are intact. The Contractor shall repair any noted deficiencies with hanger brackets or cabinets, to include replacing broken glass. Inspections shall include the inspection tag, tag seal, pin seal, fluffing and cleaning of extinguishers.

Portable fire extinguishers shall be picked up at and re-delivered to all University properties by the Contractor.

Contractor will perform an annual inspection of all fire extinguishers.

B2.1. Quantities

The approximate number of extinguishers involved is 1,202. These quantities are only estimates; the contract shall cover the actual needs of the University throughout the term of the contract regardless of the quantities shown.

- a) Approximate number of Extinguishers requiring annual inspections: 1,202
- b) Approximate number of extinguishers requiring hydrostatic testing every 6 years

Class	Size	Estimated Quantity
Carbon Dioxide	5 lb.	19
	10 lb.	3
	15 lb.	24
	20 lb.	2
Wet Chemical K	6 L	13

- c) Approximate number of extinguishers requiring alternating maintenance/hydrostatic testing every 6 years:

Class	Size	Estimated Quantity
Dry Chemical ABC	2.5 lb.	16
	5 lb.	232
	10 lb.	878
	20 lb.	8
Dry Chemical BC	5 lb.	1
	10 lb.	3
Dry Chemical D	30 lb.	3

B3. Kitchen Fire Suppression Systems

Contractor will perform semi-annual inspections of each kitchen fire suppression system in July and December. Inspections shall be in accordance with all applicable NFPA codes. Marshall University’s kitchen fire suppression systems are located in Twin Towers Cafeteria (8), Memorial Student Center (4), and Harless Dining Hall (6); as well as smaller systems in the Housing Residence Halls (15), Henderson Center (1) and Edwards Stadium (3).

	Location	Number	Billing Group
2.2.1	Memorial Student Center	4 (large)	Group 1 – Physical Plant
2.2.2	Henderson Center	1 (small)	Group 1 – Physical Plant
2.2.3	Twin Towers Cafeteria	8 (large)	Group 2 – Housing
2.2.4	Harless Dining Hall	6 (large)	Group 2 – Housing
2.2.5	Buskirk	6 (small)	Group 2 – Housing
2.2.6	Marshall Commons (Gibson, Haymaker, Wellman, Willis)	4 (small)	Group 2 – Housing
2.2.7	Holderby Hall	3 (small)	Group 2 – Housing
2.2.8	Towers East	1 (small)	Group 2 – Housing
2.2.9	Towers West	1 (small)	Group 2 – Housing
2.2.10	Edwards Stadium	3 (small)	Group 3 – Athletics

B4. Personnel Service

Maintenance, hydrostatic testing, servicing and recharging shall be performed by trained and certified persons having available the appropriate servicing manual(s), the proper types of tools, recharge materials, lubricants and manufacturer's recommended replacement parts or parts specifically listed for use in the fire extinguisher or kitchen suppression system. Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.

Personnel will be equipped with the appropriate equipment necessary for proper trouble-shooting maintenance and repair service for the equipment covered by this service policy.

Workmen employed on this project shall be qualified and competent to perform the task to which they are assigned. Any workman found to be incapable of performing his work due to lack of skill, neglect, ungentlemanly character shall be removed from the project at the written request of the Director of Environmental Health & Safety, the Director of Physical Plant, or the Director of Public Safety.

Contractors will be required to wear their company uniform.

B5. Response Times

Contractor must provide a response time of 2-4 hours for all emergencies and/or systems that go down.

In the event of emergency service calls, the vendor shall provide within a maximum of four (4) hours of receipt of call. Normal response time during regular work hours shall be sooner.

Contractor must be available 24/7 (including holidays) for service calls, backup and emergency support.

B6. Reporting, Coordination and Notification

Contractor will coordinate maintenance and hydrostatic testing with the Marshall University Department of Environmental Health & Safety (EHS). EHS will establish a phased system of six-year maintenance and hydrostatic testing so approximately the same number of units will be serviced per year.

Prior to installation of new fire extinguishers, the contractor must receive authorization from the Department of Environmental Health & Safety.

Prior to an inspection or maintenance of a fire or security alarm system, Marshall University Police Department must be notified at 304-696-4357.

Upon completion of each inspection, a copy of each inspection report shall be provided to the Department of Environmental Health & Safety, 209 Sorrell Maintenance Building.

The Contractor shall maintain copies of all inspection reports and maintenance and hydrostatic testing results. A copy of each inspection report, maintenance and testing results shall be provided to the Department of Environmental Health & Safety, 209 Sorrell Maintenance Building within one business day of completion. The Contractor shall also maintain an accurate count of all equipment per location and provide that information to EHS in a timely manner upon request.

Any discrepancies found shall be noted individually and on separate summary page. Documentation of discrepancies shall be provided to Marshall University Health and Safety within one business day of inspection per facility. The service company shall keep copies on file for five years.

B7. Parts

All parts required to maintain any of the systems shall be offered to the University at the vendor's standard price.

The Contractor shall be required to maintain adequate spare parts as not to delay repair of systems due to lack of material, subject to inspection by Marshall University personnel during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.

The University reserves the right to purchase fire extinguishers and repair parts from the other vendors and provide them to the vendor of this contract for installation.

B8. Contract Add-Ons and Changes

If additional fire extinguishers or fire suppression systems are added during the life of this contract, the vendor shall provide all required services as noted above.

Vendor must submit a quotation for additional work to be approved by the Department of Safety and Health. This quotation will be forwarded to the Office of Purchasing for a contract purchase order release. Marshall University reserves the right to accept or reject any quotation that way be submitted in the "best" interests of the University.

No changes shall be made in this contract without the written permission or request by the Owner. This contract shall not be sublet without the permission of the owner.

B9. Pricing Information (includes group pricing for Part A)

Item #	Description	Price
	REFILL AND SERVICE	
1.	Dry Chemical (ABC) 2.5 lb.	\$12.00
2.	Dry Chemical (ABC) 5 lb.	\$15.00
3.	Dry Chemical (ABC) 10 lb.	\$26.75
4.	Dry Chemical (ABC) 20 lb.	\$35.00
5.	Dry Chemical (BC) 5 lb.	\$25.00
6.	Dry Chemical (BC) 10 lb.	\$26.75
7.	Carbon Dioxide (CO2) 5 lb.	\$20.00
8.	Carbon Dioxide (OC2) 10 lb.	\$30.00
9.	Carbon Dioxide (CO2) 15 lb.	\$30.00
10.	Carbon Dioxide (CO2) 20 lb.	\$30.00
11.	K Wet Agent 6L	\$40.00
	HYDROSTATIC TESTING	
12.	Dry Chemical (ABC) 2.5 lb.	\$15.00
13.	Dry Chemical (ABC) 5 lb.	\$15.00
14.	Dry Chemical (ABC) 10 lb.	\$15.00
15.	Dry Chemical (ABC) 20 lb.	\$20.00
16.	Dry Chemical (BC) 5 lb.	\$25.00
17.	Dry Chemical (BC) 10 lb.	\$25.00
18.	Carbon Dioxide (CO2) 5 lb.	\$50.00
19.	Carbon Dioxide (CO2) 10 lb.	\$50.00
20.	Carbon Dioxide (CO2) 15 lb.	\$50.00
21.	Carbon Dioxide (CO2) 20 lb.	\$50.00
22.	K Wet Agent 6L	\$20.00
	INSPECTION	
23.	Inspect and Tag Portable Extinguishers	\$4.00
24.	Semi-Annual Inspection of Range Hood Fire Control Systems – Large	\$75.00
25.	Semi-Annual Inspection of Range Hood Fire Control Systems – Small	\$50.00
	OTHER	
26.	Environmental Disposal Fee	\$5.00
27.	6 year Maintenance, Dry Chemical Extinguisher	\$26.75
	MISCELLANEOUS REPLACEMENT PARTS - EACH	
28.	Pull Station Break Rods	\$7.50
29.	Range Hood System Nozzles	\$30.00
30.	Plastic Nozzle Protector Caps	\$10.00
31.	360 Degree Temperature Links	\$10.00
32.	500 Degree Temperature Links	\$12.00
33.	Parts – Other (See Section B7.)	“Best Price” Quote
	LABOR – Hourly	
34.	Labor for Systems Repaired, Straight Time	\$95.00
35.	Emergency Service/After Hours Call	\$125.00
36.	2-hour response to job site	\$125.00

Range Hoods		Semi-Annual	Annual
37.	Memorial Student Center	\$300.00	\$600.00
38.	Henderson Center	\$50.00	\$100.00
39.	Twin Towers Cafeteria	\$600.00	\$1,200.00
40.	Harless Dining Hall	\$450.00	\$900.00
41.	Buskirk	\$300.00	\$600.00
42.	Marshall Commons	\$200.00	\$400.00
43.	Holderby Hall	\$150.00	\$300.00
44.	Towers East	\$50.00	\$100.00
45.	Towers West	\$50.00	\$100.00
46.	Edwards Stadium	\$150.00	\$300.00

GROUP PRICING (Sprinklers and Deluge)		Quarterly	Annual
47.	Group 1 – Physical Plant	\$4,115.00	\$16,460.00
48.	Group 2 – Housing Residence Life	\$855.00	\$3,420.00
49.	Group 3 – Athletics includes Stadium Store	\$155.00	\$620.00
50.	Group 4 – Medical Services		
51.	Group 5 – Marshall University Graduate College – South Charleston	Separate Contract	
52.	Group 6 – Forensic Science Complex	\$680.00	\$2,720.00
53.	Group 7 – Child Development Academy	\$155.00	\$620.00
54.	Group 8 – Public Safety	\$255.00	\$1,020.00
55.	Group 9 – Robert C. Byrd Institute	\$155.00	\$620.00
56.	Group 10 – Robert C. Byrd Biotechnology Center	\$155.00	\$620.00
57.	Group 11 – Capstone	\$350.00	\$1,400.00

GROUP PRICING (CO2 and Pumps)			Annual
58.	Group 1 – Physical Plant		\$400.00
59.	Group 1 – Physical Plant		\$1,200.00

B10. Group List

Inspections/Services performed shall be invoiced according to the billing group below. Vendor shall submit invoices by group and shall include building and description of service provided. Marshall University may add buildings to the contract as needed.

Group 1 – Physical Plant

Art Warehouse	Morrow Library
Band Storage Building	Marshall Plaza
Bias (Crime Scene House)	Myers Hall
Chemical Storage Building	MU Plaza
Corbly Hall	Old Main
Dewco Warehouse/Print Shop	Placement Center/Career Services
Dot Hicks Memorial Softball Complex	President's House
Drinko Library	Prichard Hall
East Hall	Public Safety Building
Gullickson Hall	Science Building
Harris Hall	Shewey Building
Henderson Center	Smith Hall/Music/Communication
Indoor Practice Facility	Sorrell Maintenance Building
Jenkins Hall	Veterans Memorial Soccer Complex
Joan C. Edwards Fine Arts Building	Visual Arts Complex
Jomie Jazz Center	Weight Training Complex
Gillette Welcome Center	Weisberg Engineering Complex
Memorial Student Center	

Group 2 – Housing and Residence Life

Buskirk Hall	Twin Towers Cafeteria
Fairfield Landing	Twin Towers East
Gibson Hall	Twin Towers West
Harless Dining Hall	Wellman Hall
Haymaker Hall	Willis Hall
Holderby Hall	

Group 3 – Athletics

Edwards Stadium	Stadium Store
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Group 4 – Medical Services

Joan C. Edwards School of Medicine	Health Information Center
Coon Educational Building	Rural Health Clinical Education Center
Erma Byrd Clinical Education Outreach Center	

Group 5 – Marshall University Graduate College – South Charleston

Administration Building

Academic Building

Group 6 – Forensics Science Complex

Forensic Science Building

Forensic Science Annex

Group 7 – Marshall University Child Development Academy

Group 8 – Public Safety

3rd Avenue Parking Garage

6th Avenue Parking Garage

Group 9 – Robert C. Byrd Institute

Group 10 – Robert C. Byrd Biotechnology Science Center

Group 11 – Capstone

Freshman Residence Hall North

Freshman Residence Hall South

Recreation Center

Office of Purchasing

Renewal Letter

July 22, 2021

Heritage Fire Protection Inc
400 South Big Run Rd Suite 1
Ashland, KY 41102-9657

Re: Contract Renewal for MU19SPRNKLR

Ms. Foster,

The above referenced contract expires on June 30, 2021.. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract, MU19SPRNKLR, effective July 1, 2021 through June 30, 2022 under the same terms and conditions as the original contract including any and all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to call me at 304-696-2727

Sincerely,

Michelle Wheeler
Associate Director of Purchasing

I agree to the current MU19SPRNKLR for an additional one (1) year period under the same terms and conditions as the original contract.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Guica Foster

Signature

7/22/21

Date

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: Heritage Fire Protection, Inc.

Authorized Signature: [Signature] Date: 7.23.21

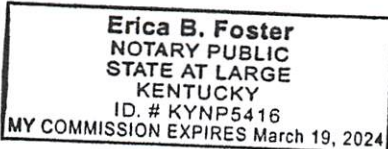
State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of July, 2021.

My Commission expires 3/19/2024, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC Erica B. Foster

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
00000218839	HERITAGE FIRE PROTECTION		Active	Inactive	
✓ 00000218840	HERITAGE FIRE PROTECTION INC		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

▼ **General Info**

Vendor/Customer : 00000218840	Restrict Use by Department : <input type="checkbox"/>
Legal Name : HERITAGE FIRE PROTECTI	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : <input type="text"/>	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name : <input type="text"/>	Healthcare Provider : <input type="checkbox"/>
First Name : <input type="text"/>	Never Archive : <input type="checkbox"/>
Middle Name : <input type="text"/>	Restrict VSS Access : No
Last Name : <input type="text"/>	Discontinue - No New Business : <input type="checkbox"/>
Company Name : HERITAGE FIRE PROTECTI	Prevent MA Reference : <input type="checkbox"/>
Previous Name : <input type="text"/>	PunchOut Enabled : <input type="checkbox"/>
Previous Street : <input type="text"/>	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City : <input type="text"/>	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province : <input type="text"/>	W-9 Received : <input type="checkbox"/>
Previous Country : <input type="text"/>	W-9 Received Date : <input type="text"/>
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 03/25/2009
	Active To : <input type="text"/>
	Last Usage Date : 07/23/2021
	Department : <input type="text"/>
	Unit : <input type="text"/>

- ▶ [Headquarters](#)
- ▶ [Organization](#)
- ▶ [Disbursement Options](#)
- ▶ [Prenote/EFT](#)
- ▶ [Remittance Advice](#)
- ▶ [Vendor Terms](#)
- ▶ [Accounts Receivable](#)
- ▶ [eMALL](#)
- ▶ [Location Information](#)

▶ **Fee and Vendor Compliance Holds**

Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date : 07/02/2018	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : 07/02/2018	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : 07/02/2019	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code : <input type="text"/>	Federal Debarred : <input type="checkbox"/>

- ▶ [Executive Compensation](#)
- ▶ [Additional Information](#)
- ▶ [Travel](#)
- ▶ [Change Management](#)

Office of Purchasing

July 23, 2021

Request for approval of Purchase: MU19SPRNKLR Co3 for Fire Extinguisher and Fire Suppression

Due to multiple staff assignment changes and an invoicing issue with Heritage Fire their contract expired prior to receipt of a signed renewal letter.

Our office has established a process to avoid this type of situation in the future. By having regularly scheduled staff meetings were everyone will have an opportunity to present the status of an Open-End Contracts.

Tracey Brown-Dolinski

Thank you,
Tracey Brown-Dolinski
Assistant Director of Purchasing

Angela White Negley 7/29/21

Angela White Negley
Director of Purchasing/CPO
Date:

Brandi Jacob-Jones

Brandi Jacob-Jones
Senior Vice President of Operations
Date:

WE ARE...MARSHALL.