

**Purchase  
Change Request**



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

**Order #**  
MU21CHILLERS

FY 22	Buyer AWN	Date 8/5/2021	Account	P.O. Date 9/1/2020	Contract MU21CHILLERS
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<b>Document</b> <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	<b>Document Action</b> <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. Nitro Construction Services, Inc. 4300 1st Avenue Nitro, WV 25143	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# (304) 204-1500	Fax	FEIN# 20-8844160

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center"><b>Change Order # <u>1</u></b></p> <p>To renew contract MU21CHILLERS all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders.</p> <p align="center"><b>Chiller Maintenance Services</b></p> <p>Effective: September 1, 2021 - August 31, 2022 Renewal: No. 1 of 4 Renewals Remaining: Three (3)</p>		

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

Approved:

Authorized Signature

*Tracey Brandolini*

Date

8/5/21

N/A

Attorney General if required

Date

**MU21CHILLERS Marshall University Physical Plant  
Comprehensive Chiller Maintenance and Repair Services  
EXHIBIT D - PRICING PAGE**

**Comprehensive Inspection, Preventive Maintenance and Corrective Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ 2,100	x	12	=	\$ <u>25,200</u>

Semi-Annual Charge	x	twice annually	=	Total Yearly Charge
\$ 2,400	x	2	=	\$ <u>4,800</u>

Annual Charge	x	Annually	=	Total Yearly Charge
\$ <u>55,250</u>	x	1	=	\$ <u>55,250</u>

**TOTAL MONTHLY/SEMI-ANNUAL AND ANNUAL COST:**      \$ 85,250

<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>UNIT PRICE</b>
Smith Hall/chiller maintenance	QTR	4	\$ 3,987.00
Drinko Library/chiller maintenance	QTR	4	\$ 2,658.00
Science Hall/chiller maintenance	QTR	4	\$ 5,184.00
Biotech bldg/chiller maintenance	QTR	4	\$ 4,125.00
Applied Eng (WAEC)/chiller maintenance	QTR	4	\$ 2,858.50
Fine Arts/chiller maintenance	QTR	4	\$ 2,500.00

\* Above pricing is a breakdown of each unit/location per quarter.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.**

Randy Barnett, Project Manager

(Name, Title)

Randy Barnett, Project Manager

(Printed Name and Title)

4300 First Avenue Nitro, WV 25143

(Address)

304-204-1500

304-204-1350

(Phone Number)

(Fax Number)

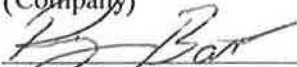
marnett@nitrocs.com

(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through BONFIRE, 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 Marshall University 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, Vendor will properly register with the WV Purchasing Division and Marshall University.

Nitro Construction Services, Inc.

(Company)



(Authorized Signature)

Randy Barnett, Project Manger

(Printed Name and Title of Authorized Representative)

8/17/2020

(Date)

304-204-1500

304-204-1350

(Phone Number)

(Fax Number)

December 2, 2019

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of Physical Plant to establish a contract for Chiller Maintenance and Repair Service. This is a Comprehensive Annual /Semi-Annual//Monthly service that includes predictive maintenance, preventive maintenance and systematic inspection that provides in part - adjustments, cleaning, lubrication, repairs, and parts replacements of all equipment listed in this document are the primary requirements of this contract.

The successful vendor will provide full-service maintenance and repair of eighteen (18) chillers located on the main campus of Marshall University in Huntington, West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 Chiller Maintenance**” means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract and shall not include the addition of new Chiller equipment to increase the size or coverage area of the existing Chiller system.

**2.2 “Preventive Maintenance”** means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.

**2.3 “Corrective Maintenance”** includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in a Chiller system and testing to ensure that equipment is in proper working order after the repair.

**2.4 “Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit D.

**2.5 “RFQ”** means the official RFQ published by the Office of Purchasing and identified as **MU21CHILLERS**.

**2.6 “OEM”** means Original Equipment Manufacturer. An original equipment manufacturer (OEM) makes equipment or components that are then marketed by its client, another manufacturer, or a reseller, usually under that reseller's own name.

- 2.7 “Inspection”** means pre-scheduled internal and external preventive maintenance work in accordance with (but not limited to) the equipment manufacturer's recommendation.
- 2.8 “Routine Overhaul and Repairs”** means prescheduled services on the equipment to ensure machines are kept operational. This includes all replacement parts and materials as necessitated by wear or manufacturers' recommendations.
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Department with Chiller Maintenance on a continuing basis as outlined in this Contract.
- 3.1 Chiller Maintenance (Preventive and Corrective)**
- 3.1.1** Vendor shall provide Chiller Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit C attached hereto and incorporated herein by reference.
- 3.1.2** Vendor shall keep abreast of all equipment changes and product improvements and will continually explore new and better methods of higher technology that will enhance the Department's preventive maintenance service agreement capabilities and enhancements to plant operations. It shall be the vendor's duty to notify the Department of these changes, improvements, and methods as they occur, so that the Department may enhance their operations and maintenance program.
- 3.1.3** Vendor shall furnish and install parts as necessary to keep the Chiller systems at each facility listed on Exhibit B in proper working order.
- 3.1.4** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Chiller Maintenance. Equipment and tools will be provided at no cost to the Department.
- 3.1.5** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Department. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.1.6** Vendor shall be responsible for supply, reclamation, disposal, and handling of all refrigerants and oils according to EPA, Federal, and State

regulations. All refrigerants and oils will be supplied at contractors' expense.

- 3.1.7 Vendor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Vendor at no cost to the Department. Department will make final determination whether to clean or replace tiles on a case-by-case basis.
- 3.1.8 Vendor may only remove equipment from service for a period of twenty-four (24) hours or more with written permission from the Department. Any request to remove equipment for twenty-four (24) hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.1.9 Vendor shall maintain a continuous twenty-four (24) hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.10 Vendor shall not perform any Chiller Maintenance under this contract without prior approval from the Department.
- 3.1.11 Vendor, upon request, will provide free of charge formal/informal training to Department so that its personnel understand the operation and diagnostic procedures necessary to keep the equipment operating in the most efficient manner.
- 3.1.12 Vendor shall schedule routine overhaul and repairs so that the equipment is ready for operation no later than March 1<sup>st</sup> annually. Department shall notify the Vendor immediately when the equipment is shut down for the heating season.
- 3.1.13 Vendor shall furnish a warranty of twelve (12) months for all labor performed under this contract.

### **3.2 Preventive Maintenance:**

- 3.2.1 Vendor shall perform Preventive Maintenance monthly in accordance with a schedule mutually agreed upon by the Vendor and the Department.

- 322** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Department. Any cost for such parts must be included in the monthly Preventive Maintenance fee.
- 323** Vendor shall submit a proposed schedule of all Preventive Maintenance within five (5) days of Vendor being awarded this contract for approval by Department, at Department's discretion.

### **3.3 Corrective Maintenance:**

Vendor shall perform Corrective Maintenance as needed to restore the Chiller Systems to working order.

- 331** Any machine that is non-operational is considered to need major repairs. This would include impellers and other internal parts. These are to be completed as soon as possible with no extra cost to the user, regardless of time.
- 332** Department may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency.
- 3.3.2.1** Vendor must respond to emergency calls within two (2) hours.
- 3.3.2.2** Vendor's emergency response for service must be answered within a thirty (30) minute timeframe of the initial call.
- 3.3.2.3** Service response time must be within the two (2) hours of the initial answered call-back.
- 3.3.2.4** Maximum response time for an emergency/unscheduled service call will be four (4) hours. Non-emergency call response time shall be less than twenty-four (24) hours.

### **333 Parts:**

- 333.1** Vendor is responsible for procuring all necessary parts needed to perform Chiller Maintenance under this Contract within the required time frames established herein.



**3.3.3.2** Vendor must provide OEM replacement parts. Any parts not OEM must be approved by the Department before installation

**3.3.3.3** Vendor shall maintain a supply or inventory of routinely used replacement parts for the Chiller equipment utilized by the Department. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

**3.3.3.4 Parts Warranty:** The Vendor shall provide a copy of the manufacturer's warranty on parts with the invoice.

**4. FACILITIES ACCESS:** The facilities identified in this contract may require access cards and/or keys to gain entrance.

**4.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**4.3** Vendor shall notify Department immediately of any lost, stolen, or missing card or key.

**4.4** Anyone performing under this Contract will be subject to Department's security protocol and procedures.

**4.5** Vendor shall inform all staff of Department's security protocol and procedures.

**5. QUALIFICATIONS:**

**5.1 Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained Chiller equipment of the type, character and magnitude currently being utilized by Department and included on the list of Chiller equipment, attached hereto as Exhibit C, on two or more occasions in the last five (5) years. Vendor should provide information confirming its experience prior to contract award.

**5.2 Training:** Vendor, or Vendor's employees that will be performing under this contract, shall be trained, and/or certified to provide Chiller Maintenance on the equipment located at the Department's facilities as shown on Exhibit C. Vendor must provide Department with documentation satisfactory to verify training and certification upon request.

**5.3 Factory Authorization:** Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit C.

**5.4 Certifications:** Vendor shall ensure that all Chiller Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

- 541** Electricians – WV Electricians License
- 542** Plumbers – WV Plumbers License
- 543** WV Contractor's License

**5.5 Building Codes:** At a minimum, the CHILLER Maintenance shall comply with the current editions of the following standards and codes in effect at the time of performance.

- 551** National Electric Code (NEC)
- 552** International Building Code (IBC)
- 553** International Mechanical Code (IMC)
- 554** Underwriters Laboratories: Products shall be UL-916-PAZX listed.
- 555** ANSI/ASHRAE Standard 135-2004 (BACnet)
- 556** ANSI/EIA/CEA-709.1 (LonTalk)
- 557** NFPA (National Fire Protection Association)

**6. REPORTS:** Vendor shall provide all of the reports as outlined below.

**6.1 Preventive Maintenance Log:** Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of chiller equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Department monthly.

- 6.2 Wiring Diagram:** Vendor shall maintain updated wiring diagrams for the Chiller equipment. Vendor must permanently mount wiring diagrams on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Department and will be surrendered upon termination of this contract.
- 6.3 Corrective Maintenance Log:** Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Department upon Department's request.
- 6.4 Quarterly and Annual Reports:** Vendor shall provide quarterly reports and annual summaries to the Department, and to the Office of Purchasing when requested, with a detailed listing of Chiller Maintenance performed under this Contract during that period. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Department or Office of Purchasing may request.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Department.
- 8. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.
- 8.1 Pricing Pages:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: An Annual/Semi-Annual/Monthly cost, and the total cost. Vendor

should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

## **9. ORDERING:**

- 9.1 Preventive Maintenance Ordering:** After award of this Contract Department and Vendor shall agree upon a Preventive Maintenance schedule.
- 9.2 Corrective Maintenance Ordering:** The Department shall define the scope of each Corrective Maintenance project to be performed under this Contract.

## **10. BILLING / PAYMENT:**

- 10.1 Preventive Maintenance and Corrective Maintenance:** All labor and parts associated with the Preventative and Corrective Maintenance activities must be included in the monthly charge. Vendor may submit monthly invoices to obtain payment for Preventive and Corrective Maintenance.

## **11. DEFAULT:**

**11.1** The following shall be considered a default under this Contract.

- 11.11** Failure to perform Chiller Maintenance in accordance with the requirements contained in herein.
- 11.12** Failure to comply with other specifications and requirements contained herein.
- 11.13** Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Chiller Maintenance generally.
- 11.14** Failure to remedy deficient performance upon request.

**11.2** The following remedies shall be available upon default.

- 11.21** Cancellation of the Contract.
- 11.22** Cancellation of one or more release orders issued under this Contract.

**11.23** Any other remedies available in law or equity.

**11.3** Department reserves the right to inspect the Chiller Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Department determines that Vendor has failed to perform in accordance with this Contract, Department may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

MU21CHILLERS Marshall University Physical Plant  
**Comprehensive Chiller Maintenance and Repair Services**  
**EXHIBIT A – MAINTENANCE REQUIREMENTS**

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**Maintenance Activities Include:**

1. Starter;
2. Electric wiring from the starter to motor;
3. Insulation of the refrigerant piping and equipment;
4. All pressure and temperature controls, thermometers, gauges, dampers, control devices and thermostats located at the equipment;
5. Vendor will furnish the owner with the written results or all test and analysis. Failure to furnish results may lead to termination of the contract; and
6. Vendor is responsible for the proper disposal or reclamation of all oils and or refrigerants per EPA regulations.

MU21CHILLERS Marshall University Physical Plant  
**Comprehensive Chiller Maintenance and Repair Services**  
**EXHIBIT A – SERVICE SCHEDULE AND INSPECTION REQUIREMENTS**

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**Monthly Service and Inspections:**

1. Inspect at least once a month operation of cooling equipment including semi-annual maintenance
2. Visual inspection of machines for corrosion, damaged insulation & leaks
3. Oil level and temperature and pressure
4. Refrigerant level
5. Operating hours (where metered)
6. Condenser pressure
7. Chilled water temperature controls
8. Delta temperature chilled water
9. Delta temperature condenser water
10. Delta temperature cooling water

**Semi-Annual Service and Inspections:**

1. To be performed at start-up and mid-season. Start-up shall be within forty-eight (48) hours of request for operation of cooling system.
2. Chilled water low temperature cutout and recycle switch
3. Refrigerant low temperature cutout switch
4. Condenser high pressure cutout switch
5. Low oil pressure cutout switch
6. Oil filter cutout switch were applicable

MU21CHILLERS Marshall University Physical Plant  
**Comprehensive Chiller Maintenance and Repair Services**  
**EXHIBIT A – SERVICE SCHEDULE AND INSPECTION REQUIREMENTS**

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**Annual Overhaul and Repairs:**

1. To be performed prior to March 1<sup>st</sup>
2. Brush/clean 100% condenser tubes/exchangers (Contractor to coordinate timing with operator at least two weeks in advance, so that water treatment provider can inspect tube condition.)
3. Perform non-destructive eddy current testing on 100% of condenser tubes first year then at a minimum every other year
4. Perform non-destructive eddy current testing on 100% of evaporator tubes first year – must brush all tubes before testing
5. Replace oil
6. Oil sample analysis (acid-metal erosion-insulation)
7. Vibration analysis
8. Infra-red scan of starters and motor connection
9. Megger motor
10. Change oil filter
11. Change refrigerant filters



**MU21CHILLERS Marshall University Physical Plant  
Comprehensive Chiller Maintenance and Repair Services  
EXHIBIT B – CHILLER LOCATIONS/INFORMATION**

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<b>NO.</b>	<b>LOCATION</b>	<b>UNIT MANUFACTURER</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
1a	Smith Hall	McQuay	PEH063KAN	5XCO1026
1b	Smith Hall	McQuay	PEH063KAN	5XCO1028
1c	Smith Hall	McQuay	PEH063KAN	5XCO1030
2a	Drinko	McQuay	PEH063	57F81063
2b	Drinko	McQuay	PEH063	57F81060
3a	Science	Clima Cool	UCW050AFASACMRS	N14868926
3b	Science	Clima Cool	UCW050AFASACMRS	N14868930
3c	Science	Clima Cool	UCW050AFASACMRS	N14868928
3d	Science	Clima Cool	UCW050AFASACMRS	N14868931
3e	Science	Clima Cool	UCW050AFASACMRS	N14868927
3f	Science	Clima Cool	UCW050AFASACMRS	N14868929
4a	WAEC	McQuay	C3612BLYY2	513K000300
4b	WAEC	McQuay	C3612BLYY2	513J009400
5a	RCBBSC	Carrier	19XR-4747384CPH64S	1605Q71076
5b	RCBBSC	Carrier	19XRV4141385CPH64S	71074
5c	RCBBSC	Carrier	19XRV4141385CPH64S	71075
6a	Fine Arts	Trane	RTWD140F2B	U11F00847
6b	Fine Arts	Trane	RTWD140F2B	U11F00848



Office of Purchasing

July 26, 2021

Randy Barnett  
Nitro Construction Services, Inc.  
4300 1st Avenue  
Nitro, WV 25143

**Re: MU21CHILLERS Contract Renewal**

Dear Mr. Barnett,

The above referenced agreement will expire on August 31, 2021. There is a provision for another renewal and changes upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew services for **one-year**, effective September 1, 2021 through August 31, 2022.

Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

If you have any questions, please feel free to call me at 304-696-3157

Sincerely,

Tracey Brown-Dolinski  
Assistant Director of Purchasing

I agree to renew the current contract # **MU21CHILLERS** an additional twelve (12) month period under the same terms and conditions.

Yes  No

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

Signature

Aug 2 2021  
Date

Randy Barnett  
Printed Name

HVAC Division Manager  
Title

Comments: \_\_\_\_\_

**WE ARE...MARSHALL.**

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: Nitro Construction Services, Inc.

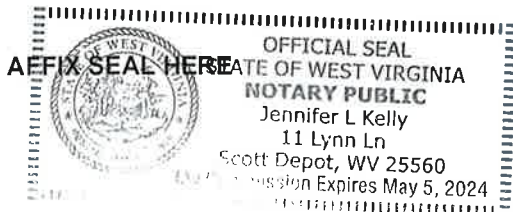
Authorized Signature: [Signature] Date: 7/15/21

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 15 day of July, 2021.

My Commission expires May 5, 2024.



NOTARY PUBLIC Jennifer L. Kelly  
Purchasing Affidavit (Revised 01/19/2018)

**Vendor/Customer**









[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000114773	NITRO CONSTRUCTION SERVICES INC		Active	Inactive	
000000114774	Nitro Mechanical Services		Active	Inactive	

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**General Info**

<p><b>Vendor/Customer :</b> <input type="text" value="000000114773"/></p> <p><b>Legal Name :</b> <input type="text" value="NITRO CONSTRUCTION SE"/></p> <p><b>Alias/DBA :</b> <input type="text"/></p> <p><b>Vendor Active Status :</b> <input type="text" value="Active"/> ▼</p> <p><b>Vendor Approval Status :</b> <input type="text" value="Complete"/></p> <p><b>Customer Active Status :</b> <input type="text" value="Inactive"/> ▼</p> <p><b>Customer Approval Status :</b> <input type="text" value="Incomplete"/></p> <p><b>Location Name :</b> <input type="text"/></p> <p><b>First Name :</b> <input type="text"/></p> <p><b>Middle Name :</b> <input type="text"/></p> <p><b>Last Name :</b> <input type="text"/></p> <p><b>Company Name :</b> <input type="text" value="NITRO CONSTRUCTION SE"/></p> <p><b>Previous Name :</b> <input type="text"/></p> <p><b>Previous Street :</b> <input type="text"/></p> <p><b>Previous City :</b> <input type="text"/></p> <p><b>Previous State/Province :</b> <input type="text"/> </p> <p><b>Previous Country :</b> <input type="text"/> </p>	<p><b>Restrict Use by Department :</b> <input type="checkbox"/></p> <p><b>Miscellaneous Account :</b> <input type="checkbox"/></p> <p><b>Internal Account :</b> <input type="checkbox"/></p> <p><b>Third Party Only :</b> <input type="checkbox"/></p> <p><b>Third Party Vendor :</b> <input type="checkbox"/></p> <p><b>Third Party Customer :</b> <input type="checkbox"/></p> <p><b>Inventory Customer :</b> <input type="checkbox"/></p> <p><b>Healthcare Provider :</b> <input type="checkbox"/></p> <p><b>Never Archive :</b> <input type="checkbox"/></p> <p><b>Restrict VSS Access :</b> <input type="text" value="No"/> ▼</p> <p><b>Discontinue - No New Business :</b> <input type="checkbox"/></p> <p><b>Prevent MA Reference :</b> <input type="checkbox"/></p> <p><b>PunchOut Enabled :</b> <input type="checkbox"/></p> <p><b>Re-PunchOut Enabled :</b> <input type="checkbox"/></p> <p><b>Electronic Order Enabled :</b> <input type="checkbox"/></p> <p><b>W-9 Received :</b> <input type="checkbox"/></p> <p><b>W-9 Received Date :</b> <input type="text"/> </p> <p><b>W-8 Received :</b> <input type="checkbox"/></p> <p><b>W-8 Received Date :</b> <input type="text"/> </p> <p><b>Accepts Credit Cards :</b> <input type="checkbox"/></p> <p><b>Active From :</b> <input type="text" value="01/01/1999"/> </p> <p><b>Active To :</b> <input type="text"/> </p> <p><b>Last Usage Date :</b> <input type="text" value="08/05/2021"/></p> <p><b>Department :</b> <input type="text"/> </p> <p><b>Unit :</b> <input type="text"/> </p>
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Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date : 08/06/2020 <input type="text"/>	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : 09/21/2020 <input type="text"/>	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : 09/21/2021 <input type="text"/>	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code : <input type="text"/>	Federal Debarred : <input type="checkbox"/>

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