


Purchase Order	 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304)	Purchase Order # MU24SPRNKLR
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TO: S.A. Comunale Co Inc 6702 MacCorkle Avenue St. Albans, WV 25177 FEIN: 34-1122758 PH: 304-767-3088	Vendor Code: 34-1122758	Ship to: Marshall University Rec Dept 201 21st Street Huntington, WV 25703 Room #	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
08/01/2024	25	LL			NET 30	MU24SPRNKLR

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of S.A. Comunale Co Inc

General maintenance, repair and inspection services for fire suppression systems

signed by Ray M. Hunter

Title Fire Systems Specialist

on May 25, 2024

OFFICE OF THE WEST VIRGINIA
ATTORNEY GENERAL APPROVAL:

Approved as to form this 22nd day of August, 2024

By: John S. Gray
Deputy Attorney General

General maintenance, repair and inspection services for fire suppression systems

THIS ORDER IS EXEMPT FROM ALL SALES TAX
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount	
1.					Total: 109,797.00
2.					
3.					
4.					

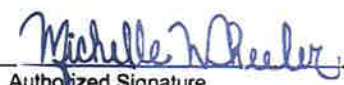
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	<u>8/22/24</u> Date
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Exhibit A: Pricing Page
MU24SPRNKLR

Bidder Company Name:

S. A. Comunale

Item #	Description	Cost	Unit of Measure	Estimated Usage	Line Total
Fire Extinguisher Refill and Service - As needed service					
1	Dry Chemical (ABC) 2.5 lb.	16	Each	1	16
2	Dry Chemical (ABC) 5 lb.	20	Each	1	20
3	Dry Chemical (ABC) 10 lb.	36	Each	1	36
4	Dry Chemical (ABC) 20 lb.	58	Each	1	58
5	Dry Chemical (BC) 5 lb.	50	Each	1	50
6	Dry Chemical (BC) 10 lb.	70	Each	1	70
7	Carbon Dioxide (CO2) 5 lb.	30	Each	1	30
8	Carbon Dioxide (CO2) 10 lb.	40	Each	1	40
9	Carbon Dioxide (CO2) 15 lb.	45	Each	1	45
10	Carbon Dioxide (CO2) 20 lb.	50	Each	1	50
11	K Wet Agent 6 L	250	Each	1	250
Hydrostatic Testing - Every 6 years					
12	Dry Chemical (ABC) 2.5 lb.	30	Each	16	480
13	Dry Chemical (ABC) 5 lb.	38	Each	232	8816
14	Dry Chemical (ABC) 10 lb.	55	Each	878	48290
15	Dry Chemical (ABC) 20 lb.	75	Each	8	600
16	Dry Chemical (BC) 5 lb.	50	Each	1	50
17	Dry Chemical (BC) 10 lb.	50	Each	1	50
	Dry Chemical (C) 30 lb.	425	Each	3	1275
18	Carbon Dioxide (CO2) 5 lb.	55	Each	19	1045
19	Carbon Dioxide (CO2) 10 lb.	68	Each	3	204
20	Carbon Dioxide (CO2) 15 lb.	80	Each	24	1920

21	Carbon Dioxide (CO2) 20 lb.	90	Each	2	180
22	K Wet Agent 6 L	275	Each	13	3575
Fire Extinguisher Inspection					
23	Inspect and Tag Portable Extinguishers	3	Each	1200	3600
24	Semi-Annual Inspection of Range Hood Fire Control Systems - Large*	100	Each	38	3800
25	Semi-Annual Inspection of Range Hood Fire Control Systems - Small*	75	Each	44	3300
Other					
26	Environmental Disposal Fee	16	per/pound	1	16
27	6 year Maintenance, Dry Chemical Extinguisher	28	Each	1	28
28	Refill and Service CO2 100 lb.	195	Each	1	195
29	New Dry Chemical (ABC) 5 lb.	80	Each	1	80
30	New Dry Chemical (ABC) 10 lb.	85	Each	1	85
31	New K Wet Agent 6 L	360	Each	1	360
32	Sprinkler Gauges (Wet/Dry)	14	Each	1	14
Range Hood Replacement Parts					
34	Pull Station Break Rods	5	Each	1	5
35	Range Hood System Nozzles	45	Each	1	45
36	Plastic Nozzle Protector Caps	5	Each	1	5
37	360 degree Temperature Links	12	Each	1	12
38	500 degree Temperature Links	12	Each	1	12
	Refill and Service due to discharge	120	Each	1	120
Labor					
39	Labor for Systems Repair, Straight Time	110	Hourly		0
40	Emergency Service/After Hours Call	140	Hourly		0
41	2-hour response to job site	140	Hourly		0
Sprinkler Inspections					
42	Wet Sprinkler Inspection (62 systems)	75	Quarterly	248	18600
43	Dry Sprinkler Inspection (15 systems)	100	Quarterly	60	6000
44	Deluge Sprinkler Inspection (4 systems)	95	Quarterly	16	1520
45	Standpipe 5-year testing (Flow/Hydrostatic)	500	Each	1	500
Annual Inspections					
46	CO2 fire suppression system inspection - July	350	Annual	1	350
47	Backflow Prevention Devices (Fireline only)	2800	Annual	1	2800

Total Bid 109797

MARSHALL UNIVERSITY

GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____.
- Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.
- One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

- Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

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INSERT ADDITIONAL CONDITIONS BELOW:

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000.
- Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \$100,000 per occurrence and an aggregate of \$200,000.
- Cyber Liability Insurance** in an amount of: _____ per occurrence and an aggregate of _____. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
_____ per occurrence and an aggregate of _____.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

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16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

25. TIME: Time is of the essence with regard to all matters of time and performance in the Contract.

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

27. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

33. SUBSEQUENT FORMS: The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. ASSIGNMENT: Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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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.

Ray M Hunter, FIRE SAFETY SPECIALIST
(Name, Title)

RAY M. HUNTER, FIRE SAFETY SPECIALIST
(Printed Name and Title)

6702 MACCORKLE AVE. ST. ALBANS, WV 25111
(Address)

304-767-3088
(Phone Number) (Fax Number)

RAY.HUNTER@COMUNALE.COM
(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract 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/will properly register with the WV Purchasing Division and Marshall University.

S. A. COMUNALE
(Company)


Ray M Hunter
(Authorized Signature)

RAY M. HUNTER - FIRE SAFETY SPECIALIST
(Printed Name and Title of Authorized Representative)

5/25/24
(Date)

304-767-3088
(Phone Number) (Fax Number)

Revised: 7/15/21

Request for Bids		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3056		Bid# MU24SPRNKLR		
Vendor:		For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: lemonl@marshall.edu & purchasing@marshall.edu				
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.						
DATE 05/28/2024		MANDATORY PRE-BID MEETING: N/A	DEPARTMENT REQUISITION NO. MU24SPRNKLR	BIDS OPEN: 06/25/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price	Extended Price
		Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for: <p style="text-align: center;">Project Name: MU24SPRNKLR General maintenance, repair and inspection services for fire suppression systems MARSHALL UNIVERSITY – HUNTINGTON, WV</p> Technical Question Deadline: June 11, 2024, at 9:00 a.m. EST send via email to lemonl@marshall.edu . Bid Opening: Technical - June 25, 2024 at 3:00 PM EST and via Microsoft Teams at the following link: https://tinyurl.com/MU24SPRNKLR-Tech-Bid-Opening Cost – July 9, 2024 at 3:00 PM EST and , via Microsoft Teams at the following link: https://tinyurl.com/MU24SPRNKLR-Cost-Bid-Opening				
Total						109797.00

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from	<u>S.A. COMMUNALE</u>	Bidder's name Vendor	<u>S.A. COMMUNALE</u>
	within <u>7</u> days	Signed By	<u>[Signature]</u>
FOB	After receipt of order at address shown	Typed Name	<u>RAY M. HUNTER</u>
Terms	<u>NET 30</u>	Title	<u>FIRE SYSTEMS SPECIALIST</u>
		Email	<u>RAY.HUNTER@COMMUNALE.COM</u>
		Street Address	<u>6702 MACCORKLE AVE.</u>
		City/State/Zip	<u>ST. ALBANS, WV, 25177</u>
		Date	<u>5/25/24</u> Phone <u>304</u>
		Fcin	

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SECTION 4: PROJECT SPECIFICATIONS

4.1 Background and Current Operating Environment: Marshall University is soliciting bids to establish a contract for general maintenance, repair, and inspection services for all fire suppression systems for all buildings associated with Marshall University.

4.2 Project Goals: Marshall University is soliciting bids to establish a contract for general maintenance, repair, and inspection services for all fire suppression systems for all buildings associated with Marshall University. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1 Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 To ensure Marshall University remains in compliance with all applicable local, state, and federal regulations, rules, standards, code and law related to fire prevention and life safety code.

4.2.1.2 To provide a proactive approach to fire prevention, detection, and suppression to minimize risks to occupant life, safety, and health, as well as Marshall University property.

4.2.1.3 To develop successful partnerships with University representatives, West Virginia Office of State Fire Marshal, and other Authorities Having Jurisdiction to provide a safe environment for all University Stakeholders.

4.3 Mandatory Requirements: The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with and meet the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.3.1 Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as

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desirable or mandatory below. Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 Vendor shall have at least 5 years of experience with similar size and scope contracts.

4.3.1.2 The Vendor and its employee 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.

4.3.1.2.1 A qualified staff member is considered one who is 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.

4.3.1.2.2 The Vendor must provide the Owner with a list of technician name(s), including copies of service training certificates and licenses, prior to beginning any work covered by this Contract. This includes employees hired by the Vendor throughout the Contract term.

4.3.2 License and Certification

4.3.2.1 The Vendor and its employee 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.

4.3.2.2 A qualified staff member is considered one who is 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.

4.3.2.3 The Vendor must provide the Owner with a list of technician name(s), including copies of service training certificates and licenses, prior to beginning any work covered by this Contract. This includes employees hired by the Vendor throughout the Contract term.

4.3.3 Staffing

4.3.3.1 Vendor must describe their standard staffing levels in their bid.

4.3.3.2 This must include an Organization Chart, and a description of management levels specifying who is responsible for the daily supervision of vendor staff working on University property and who is responsible for training and certifications.

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4.3.3.3 Vendor must provide a staffing plan for hiring and stating how the minimum staffing level will be maintained. Minimum staffing is more specifically stated in Sections 4.3.2.2 and 4.3.3.4.

4.3.3.4 Vendor must provide and assign a minimum of two (2) qualified staff members for each inspection as needed. It at the discretion of the assigned to department to provide and escort and/or assistance during an inspection(s).

4.3.4 Supervisor Responsibilities

4.3.4.1 Vendor supervisors are responsible for initiating, maintaining, and supervising all safety precautions in connection with work under contract.

4.3.4.2 Vendor is responsible for ensuring their employees are qualified and trained to perform the contract requirements. Any vendor employee 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 Marshall University.

4.3.5 Uniforms

4.3.5.1 Vendor is required to provide company uniforms to their employees.

4.3.5.2 Uniforms are required to be worn at all times while conducting work as part of this contract.

4.3.5.3 The uniforms must meet the following minimum requirements.

4.3.5.3.1 Visible company patch or logo that clearly identifies the person as an employee of Vendor.

4.3.5.3.2 Badge that includes photo, person's name, and company logo.

4.3.5.3.3 Shirts must be a set style and color to allow quick identification of Vendor employees.

4.3.5.3.4 Shirts must be an appropriate style and size to allow the person to fulfill the requirements of their role.

4.3.5.3.5 Pants must be long. Shorts are not acceptable.

4.3.5.3.6 Shoes must be closed toe, with slip-resistant soles.

4.3.5.3.7 Uniforms must be clean and in good repair.

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4.3.6 Training

4.3.6.1 Vendor is responsible for ensuring their staff are trained and certified for all services they are providing as part of this contract.

4.3.6.2 Vendor must provide an overview of their training program for review. The overview should include:

4.3.6.2.1 Frequency of training

4.3.6.2.2 Topics covered

4.3.6.2.3 Training verification or tracking process.

4.3.6.3 The training topics must include at least the following:

4.3.6.3.1 Proper use and handling of chemicals, supplies, and equipment.

4.3.6.3.2 Fire Prevention and Safety procedures.

4.3.6.3.3 Location and understanding of Safety Data Sheets (SDS).

4.3.6.3.4 Accident reporting and prevention.

4.3.6.3.5 All training required by the Environmental, Health, and Safety Department at Marshall University.

4.3.6.4 Throughout the duration of the contract, vendor must provide verification of training completion as requested by the University.

4.3.6.5 Vendor will ensure their employees complete any University training required by the Facilities and Operations Department or Environmental, Health and Safety Department.

4.3.7 Physical Requirements

4.3.7.1 All Vendor staff provided for contract must have the physical ability to perform contract requirements; including climbing ladders, lift up to 50 pounds on a regular basis, stand, walk, bend, and stoop on a daily basis.

4.3.8 Vendor and Vendor's Employees Responsibilities

4.3.8.1 Vendor is responsible for ensuring their employees understand the requirements of this contract.

4.3.8.2 The Vendor and Vendor's staff is responsible for understanding and following all set policies of the University while completing contract services.

4.3.8.3 Set policies include, but are not limited to the following:

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- 4.3.8.3.1** Tobacco products (including e-cigarettes and vapes) are only permitted in designated areas.
- 4.3.8.3.2** Fire Prevention and Safety Procedures.
- 4.3.8.3.3** Office of Public Safety Protocols and Procedures, including but not limited to crime prevention, safety, security, and parking
- 4.3.8.4** Vendor is responsible for supplying employees with all tools and equipment required for the services being provided as part of this contract. Vendor is also responsible for ensuring their employees know how to properly and safely use the tools and equipment provided.
- 4.3.8.5** Vendor is responsible for supplying employees with valid parking permits. More information can be found here: [Office of Parking & Transportation \(marshall.edu\)](http://marshall.edu/office-of-parking-transportation).
 - 4.3.8.5.1** Permits are available for purchase at Marshall Public Safety.
 - 4.3.8.5.2** University parking policy are applicable to Vendor and Vendor's employees.
 - 4.3.8.5.3** Parking violation fees and replacement permit fees will be deducted from the monthly invoice.
- 4.3.8.6** Performance of contract services may require access cards and/or keys to gain entrance to the University's facilities. In the event that access cards and/or keys are required:
 - 4.3.8.6.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 4.3.8.6.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen. Vendor is not permitted to duplicate any keys or cards provided by the University.
 - 4.3.8.6.3** Vendor shall not lend keys or permit access to locked areas to anyone, unless specifically authorized by the University.
 - 4.3.8.6.4** The University will provide direction regarding the locking and unlocking of buildings and rooms.
 - 4.3.8.6.5** Vendor shall notify the University immediately of any lost, stolen, or missing card or key.
 - 4.3.8.6.6** Lost or broken keys/cards will be replaced by the University at a rate of \$75 per key or card. This fee will be deducted from the monthly invoice.

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- 4.3.8.6.7** Lost keys that result in the door needing to be re-keyed will cost \$75 per lock cylinder. This fee will be deducted from the monthly invoice.
- 4.4** 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.
- 4.5** Inspections, repairs, and equipment must meet all standards set forth by the National Fire Protection Association, including but not limited to NFPA 1, 10, 13, 17, 25, 72, 96, 101, and the West Virginia State Fire Code. In addition, designated Healthcare occupancies must meet all standards set by, but not limited to The Joint Commission, Centers for Medicare and Medicaid Services, and West Virginia Department of Health Office of Health Facility Licensure and Certification.
- 4.6** Any malfunctions or noted deficiencies are to be reported and corrected immediately.
- 4.7** The Vendor shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.
- 4.8** Vendor is responsible for ensuring their employees have the appropriate service manuals, proper tools, recharge materials, lubricants, and manufacturer recommended replacement parts or parts listed for us in the fire extinguisher or kitchen suppression system.
- 4.9** Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.
- 4.10** Vendor shall ensure their employees have the appropriate equipment necessary for proper troubleshooting maintenance and repair services.
- 4.11** **Response Times**
- 4.11.1** Vendor must respond within two (2) hours of receipt of call for emergency services during working hours. Emergency services include but are not limited to any system going out of service.
- 4.11.2** Vendor must respond within four (4) hours of receipt of call for emergency services outside of business hours.
- 4.11.3** Vendor must be available 24/7 (including holidays) for service calls, backup, and emergency services.
- 4.11.4** Vendor must respond to non-emergency schedule requests within 24 hours/days with a confirmed schedule date. Vendor must provide schedule date at least 24 hours prior to the start of work to ensure the department has adequate time to prepare.
- 4.11.5** If Vendor is not able to arrive at scheduled time, the Vendor is responsible for notifying the department as soon as possible. The vendor must provide alternative schedule options.

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4.12 Fire Extinguishers

- 4.12.1 Vendor must provide general maintenance and repair services, refilling, hydrostatic testing, six-year maintenance, and annual inspections for all fire extinguishers.
- 4.12.2 Equipment or devices found not to be operating properly are to be corrected immediately.
- 4.12.3 The Vendor shall be on-call for extinguishers that may have been discharged or damaged.
- 4.12.4 Services shall include, but are not limited to, the provision of qualified labor; supervision; transportation (when and where required); establishment and maintenance of records; all parts, tools, and equipment.
- 4.12.5 Vendor shall ensure the extinguishers are properly hung to meet current codes. Vendor shall track where extinguishers are in cabinets.
- 4.12.6 Vendor shall ensure that the doors are functioning properly and that any glass windows are intact.
- 4.12.7 The Vendor shall repair any noted deficiencies with hanger brackets or cabinets, to include replacing broken glass. Inspections shall include the annual replacement of inspection tag, tag seal, pin seal, fluffing and cleaning of extinguishers.
- 4.12.8 Vendor is responsible for picking up and delivering all Portable fire extinguishers to all University properties.
- 4.12.9 Vendor will perform an annual inspection of all fire extinguishers.
- 4.12.10 Vendor will need to start inspections within 30 days of contract start date.
- 4.12.11 **Quantities**
 - 4.12.11.1 The University has approximately 1,202 extinguishers on campus. These are estimated and the contract shall cover the actual number of extinguishers on campus at any point during the life of the contract.
 - 4.12.11.2 Approximate number of extinguishers that require hydrostatic testing every six (6) years.

Class	Size	Estimated Quantity
Carbon Dioxide	5 lb	19
	10 lb	3
	15 lb	24
	20 lb	2

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Wet Chemical K	6 L	13
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4.12.11.3 Approximate number of extinguishers requiring alternating maintenance/hydrostatic testing every six (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	5lb	1
	10 lb	1
Dry Chemical C	30 lb	3

4.13 Kitchen Fire Suppression Systems.

4.13.1 Vendor will perform semi-annual inspections of each kitchen fire suppression system.

4.13.2 Vendor must schedule inspections with the appropriate departments.

4.13.3 Inspections should be scheduled when the kitchen is shut-down.

4.13.4 All Inspections shall be in accordance with all applicable NFPA codes.

4.13.5 Marshall University's kitchen fire suppression systems are listed in the chart below:

Item	Location	Number	Billing Group
4.13.5.1	Memorial Student Center	4 (large)	Group 1 – Physical Plant
4.13.5.2	Henderson Center	1 (small)	Group 1 – Physical Plant
4.13.5.3	Twin Towers Cafeteria	8 (large)	Group 2 – Housing
4.13.5.4	Harless Dining Hall	6 (large)	Group 2 – Housing
4.13.5.5	Buskirk	6 (small)	Group 2 – Housing
4.13.5.6	Marshall Commons (Gibson, Haymaker, Wellman, Willis)	4 (small)	Group 2 – Housing
4.13.5.7	Holderby Hall * This location is scheduled to be removed in 2025	3 (small)	Group 2 – Housing
4.13.5.8	Towers East	1 (small)	Group 2 – Housing
4.13.5.9	Towers West	1 (small)	Group 2 – Housing
4.13.5.10	Edwards Stadium	3 (small)	Group 3 – Athletics
4.13.5.11	Corbly Hall Steam Center	1 (small)	Group 1 – Physical Plant

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4.13.5.12	Smith Hall Speech Therapy	1 (small)	Group 1 – Physical Plant
4.13.5.13	Child Development Academy	1 (large)	Group 1 – Physical Plant

4.14 Sprinkler Systems and Backflow Prevention Devices.

- 4.14.1** Vendor will provide four (4) complete inspections per year of each wet, dry, and deluge sprinkler system. 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. The four (4) inspections shall occur quarterly in March, June, August, and December at times where minimal disruptions can occur to essential operations to the university. Additional testing or maintenance may be required as required by NFPA, including, but not limited to, 5-year hydrostatic testing, gauge replacement, etc.
- 4.14.2** CO2 fire suppression systems shall be inspected annually in July.
- 4.14.3** Fire pump flow tests shall be conducted in May.
- 4.14.4** Vendor If additional fire suppression systems are added during the life of this contract, the vendor shall provide all required services as noted above.
- 4.14.5** Vendor shall complete testing of backflow prevention devices installed on fire service lines.
- 4.14.6** Vendor shall complete any required test results form that is provided by the agency from utility.
- 4.14.7** 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.
- 4.14.8** All permits, fees, 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.
- 4.14.9** Vendor 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.

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- 4.14.10** The chart shall be posted on the sprinkler system riser or other location convenient to each system. Vendor must initial and date the chart to indicate that the work has been accomplished.
- 4.14.11** Any malfunctions or noted deficiencies are to be corrected immediately.
- 4.14.12** System Impairment notification.

 - 4.14.12.1** Must be given anytime a system is taken offline.
 - 4.14.12.2** In the case where repairs are necessary Vendor shall ensure that repairs are expedited to minimize downtime.
 - 4.14.12.3** Not more than one system shall be put out of service at one time for regular maintenance, inspection, or servicing.
 - 4.14.12.4** 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 and Safety.
- 4.14.13** Vendor will be responsible to ensure a supply of spare sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises. Spare sprinklers must be kept in a cabinet located where temperatures will at no time exceed 100° F.
- 4.14.14** Vendor shall keep appropriate sprinkler wrench(s) in the cabinet.
- 4.14.15** 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 system's original design and performance characteristics.
- 4.14.16** Vendor shall be required to maintain 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.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

Sprinkled Buildings: Type of System	Wet	Dry	Deluge	CO2	Fire Pump
6th Avenue Parking Garage		3			
Alex Lawrence Clubhouse (Baseball Building)	1				
Art Warehouse	1	1			
Buskirk Hall	1				
Chemical Storage Building				1	
Child Development Academy	1	1			
Corbly Hall	1				
Douglass Building	1				
Drinko Library	1		2		
East Hall	1				
Edwards Stadium		1			
Emma Ora Byrd Center (Clinical Outreach)	1				
Forensic Annex	1				
Forensic Science - 1401 Forensic Drive, Hgtn.	1				
Gibson Hall	1				
Gullickson Hall	1				
Harless Dining Hall	1				
Harris Hall	1				
Haymaker Hall	1				
Henderson Center	1	1			
Holderby Hall * This location is scheduled to be removed in 2025	1				
Indoor Practice Facility	4				
Jack Cook Field		1			
Jenkins Hall	1	1			
Joan Edwards Fine Arts Building	1	1	1		
Joseph M. Gillette Welcome Center	1				
Memorial Student Center	1				
Mid-Ohio Valley Center	1				
Morrow Library	1				
MU Freshmen Residence Hall North	1				
MU Freshmen Residence Hall South	1				
MU Med Center/Cabell Huntington Site	1				1
MUSC - Academic center (South Charleston)	1				
MUSC - Administration Building (South Charleston)	1				
Myers Hall	1				
Old Main	4				
Prichard Hall	1				
RCBI - 1050 4th Avenue	1	1			
Rec Center	3				

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

Robert C. Byrd Biotechnology Science Center	1	1			
Rural Health Clinical Education Center (Chapmanville)	1				
Science Hall	1	1	1		
Shewey Building	1				
Smith Hall/Music & Communication	1	2			1
Soccer Complex	1				
Sorrell Maintenance Building	1				
Stadium Store	1				
The Landing	1				
Twin Towers Cafeteria	1				
Twin Towers East/ Twin Towers West	1				
Twin Towers West	1				
Victoria Farley Clubhouse (Softball)	1				
Visual Arts Complex	1				1
Weight Training Complex	1				
Weisberg Engineering Complex	1				
Weisberg Engineering Lab	1				
Wellman Hall	1				
Willis Hall	1				
Totals	62	15	4	1	3

4.15 Reporting, Coordination, and Notifications: 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 (6) year maintenance and hydrostatic testing so approximately the same number of units will be serviced each year.

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

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

4.15.3 Upon completion of each inspection, a copy of each inspection report shall be provided to the Department of Environmental Health & Safety, and any applicable building manager as designed by the university. Inspection reports may be submitted electronically to university representatives. Inspection reports must be submitted within one business day of completion.

4.15.4 Inspections reports shall meet all applicable regulations required by regulatory agencies, including NFPA, CMS, Joint Commission, WV State Fire Code, etc.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

- 4.15.5 Vendor shall maintain copies of all inspection reports and maintenance and hydrostatic testing results.
- 4.15.6 Vendor shall also maintain an accurate count of all equipment per location and provide that information to Department of Environmental Health & Safety in a timely manner upon request.
- 4.15.7 Any discrepancies found shall be noted individually and on a separate summary page.
- 4.15.8 Documentation of discrepancies shall be provided to Marshall University Health and Safety office within one business day of inspection per facility. Vendor shall keep copies on file for five years.

Vendor is required to report ALL EMERGENCIES to the Marshall University Police Department (MUPD) as soon as safely possible.

4.16 Parts

The following requirements apply to parts needed during the life of the contract.

- 4.16.1 All parts required to maintain any of the systems shall be offered to the University at the vendor's standard price.
- 4.16.2 If parts are not immediately available, Vendor must meet with appropriate department to establish an appropriate timeline for parts to be delivered and installed.
- 4.16.3 Vendor shall provide confirmation that parts have been ordered by the end of the next business day.
- 4.16.4 The contractor shall be required to maintain 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.
- 4.16.5 The university reserves the right to purchase fire extinguishers and repair parts from other vendors and provide them to the vendor of this contract for installation.

4.17 Contract Add-ons and Changes

- 4.17.1 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

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

a contract change order approval. Marshall University reserves the right to accept or reject any quotation that may be submitted in the "best interests" of the University.

4.17.2 No services contained in a requested change order shall be started until Vendor receives an approved contract change order from Marshall University's Office of Purchasing.

4.17.3 Marshall University will provide at minimum 30 days' notice to the vendor if a listed building will no longer be covered by this contract.

4.18 Billing and Building List

4.18.1 Services shall be invoices according to the billing groups listed below. Vendor shall submit invoices by group and must include the building and description of service provided. Additional buildings may be added via an approved change order as noted in Section 4.17.

Group 1 Physical Plant

Art Warehouse

MOVC

Band Storage Building

MU Aviation Maintenance Buildings (Huntington)

Baseball Operations Building

MU Plaza

Bias (Crime Scene) House

Myers Hall

Chemical Storage Building

Old Main

Corbly Hall

Placement Center/Career Services

Dewco Warehouse/Print Shop

President's House

Dot Hicks Memorial Softball Complex

Public Safety Building

Drink Library

Science Building

East Hall

Shewey Building

Gillette Welcome Center

Smith Business

Gullickson Hall

Smith Hall/ Music / Communication

Harris Hall

Softball Operations Building

Henderson Center

Sorrell Maintenance Building

Indoor Practice Facility

South Charleston Academic Building

Jenkins Hall

South Charleston Administration Building

Joan C. Edwards Fine Arts Building

Stadium Store

Jomie Jazz Center

Veterans Memorial Soccer Complex

Marshall Plaza

Visual Arts Complex

Memorial Student Center

Weight Training Complex

Morrow Library

Weisburg Engineering Complex

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

Group 2 Housing and Residence Life

Buskirk Hall
Gibson Hall
Harless Dining Hall
Haymaker Hall
Holderby Hall
The Landing

Twin Towers Cafeteria
Twin Towers East
Twin Towers West
Wellman Hall
Willis Hall

Group 3 Athletics

Edwards Stadium

Jack Cook Baseball Stadium

Group 4 School of Medicine

Joan C. Edwards School of Medicine

Health Information Center
Rural Health Clinical Education Center -
Chapmanville

Coon Educational Building
Erma Byrd Clinical Education Outreach
center

Douglass Building

Group 5 – Forensics Science Complex

Forensic Science Building

Forensic Science Annex

Group 6 – Marshall University Child Development Academy

Child Development Academy

Group 7 – Public Safety

3rd Avenue Parking Garage

6th Avenue Parking Garage

Group 10 – Robert C. Byrd Institute

RCBI

Name changes
Marshall Advanced Manufacturing Center

Group 11 – Robert C Byrd Biotechnology Science Center

Biotechnology Science Center

Group 12 – Capstone

Freshman Residence Hall North
Freshman Residence Hall South

Recreation Center

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24SPRNKLR)

4.19 Inspections


- 4.19.1 The University will perform inspections of contract services.
- 4.19.2 These inspections may be conducted with or without the presence of a Vendor representative.
- 4.19.3 Deficiencies brought to the Vendor's attention must be corrected within two (2) business days.
- 4.19.4 Safety Deficiencies must be corrected immediately.
- 4.19.5 The University may report inspection findings either verbally or in writing.

4.20 Contract Completion

- 4.20.1 Vendor shall vacate assigned areas, including storage space, at the end of the contract period.
- 4.20.2 This includes removal of all Vendor owned equipment from University property and repairs of damage to assigned areas caused by Vendor use.

4.21 Oral Presentations (Department Option)

- 4.21.1 The Department has the option of requiring oral presentations of all Vendors participating in the RFP process.
- 4.21.2 If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP.
- 4.21.3 During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

Request for Bids		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Bid# MU24SPRNKLR
		Direct all inquiries regarding this order to: (304) 696-3056	

Vendor:	For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: lemonl@marshall.edu & purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 05/31/2024	MANDATORY PRE-BID MEETING: N/A	DEPARTMENT REQUISITION NO. MU24SPRNKLR	BIDS OPEN: 06/25/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
---------------------------	---------------------------------------	--	--	--

Item #	Quantity	Description	Unit Price	Extended Price
		<u>ADDENDUM NO. 01</u> Project Name: MU24SPRNKLR General maintenance, repair and inspection services for fire suppression systems MARSHALL UNIVERSITY – HUNTINGTON, WV To provide additional information regarding submitting technical and cost bid submissions. Technical Question Deadline: June 11, 2024, at 9:00 a.m. EST send via email to at lemonl@marshall.edu . Bid Opening: Technical - June 25, 2024 at 3:00 PM EST and via Microsoft Teams at the following link: https://tinyurl.com/MU24SPRNKLR-Tech-Bid-Opening Cost - July 9, 2024 at 3:00 PM EST and , via Microsoft Teams at the following link: https://tinyurl.com/MU24SPRNKLR-Cost-Bid-Opening		
Total				

To the Office of Purchasing, In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days
 After receipt of order at address shown

FOB _____
 Terms _____

Bidder's name Vendor S.A. COMUNALE
 Signed By RAY M. HUNTER
 Typed Name RAY M. HUNTER
 Title FIRE SYSTEMS SPECIALIST
 Email RAY.HUNTER@COMUNALE.COM
 Street Address 6702 MACCORKLE AVE.
 City/State/Zip ST. ALBANS, WV 25177
 Date 7/31/24 Phone 304-410-2387
 Fein 34-1122758

**ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO.: 01**

MU24SPRNKLR - General maintenance, repair and inspection services for fire suppression systems

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 specifications, 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 University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

S. A. Comunale

Company

Authorized Signature

06/21/2024

Date

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

SOLICITATION NUMBER: MU24SPRNKLR

Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This Addendum is issued to provide additional information regarding submitting technical and cost bid submissions. to the vendor community.

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



REQUEST FOR BIDS
MU24SPRNKLR


General maintenance, repair, and inspection services for fire suppression systems

ADDENDUM 01 ATTACHMENT A

This Addendum is issued to provide additional information regarding submitting technical and cost bid submissions to the vendor community.

Vendors must submit both their Technical and Cost Bids by 3:00pm on June 25, 2024. It is required that Cost Bids be submitted as a separate file. Technical Bids only will be opened on this date. Cost bids will be opened on July 9, 2024 following the Technical Bid evaluations.

--END OF DOCUMENT--

Request for Bids		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3056	Bid# MU24SPRNKLR
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Vendor:	For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: lemonl@marshall.edu & purchasing@marshall.edu
----------------	--

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 06/18/2024	MANDATORY PRE-BID MEETING: N/A	DEPARTMENT REQUISITION NO. MU24SPRNKLR	BIDS OPEN: 06/25/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
-------------------------------	---------------------------------------	--	--	--

Item #	Quantity	Description	Unit Price	Extended Price
<p><u>ADDENDUM NO. 02</u></p> <p>Project Name: MU24SPRNKLR</p> <p>General maintenance, repair and inspection services for fire suppression systems</p> <p>MARSHALL UNIVERSITY – HUNTINGTON, WV</p> <p>To issue Vendor technical questions and Marshall University's responses.</p>				
Total				

To the Office of Purchasing, in compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

Bidder's name Vendor S. A. COMUNALE

Signed By Ray M Hunter

Typed Name RAY M. HUNTER

Title FIRE SYSTEMS SPECIALIST

Email RAY.HUNTER@COMUNALE.COM

Street Address 6702 MCCORKLE AVE.

City/State/Zip ST. ALBANS, WV 25177

Date 7/29/24 Phone 304-410-2387

Fein 24-112258

**ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO.: 02**

MU24SPRNKLR - General maintenance, repair and inspection services for fire suppression systems

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 specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

S. A. Comunale

Company

Authorized Signature

06/19/24

Date

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

SOLICITATION NUMBER: MU24SPRNKLR

Addendum Number: No. 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This Addendum is issued to publish and distribute Vendor technical questions and Marshall University's responses to the Vendor community.

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Request for Bid: MU24SPRNKLR
General Maintenance, repair, and inspection services for fire suppression systems

Technical Questions and Answers

ADDENDUM 02 ATTACHMENT A

- Q1.** Will this contract proposal have and Labor and Material rates as a part of it?
- A1.** Yes. See the following: Bid Description on the Bid Cover Page, Section 4.12.4, Exhibit A Pricing Page.
- Q2.** How will deficiencies be handled if any are found during the inspection process?
- A2.** Deficiencies should be immediately reported to the applicable University representative(s), along with plans for corrective action and/or repair quotes to correct the deficiency.
- Q3.** Can we get current copies of the most recent inspection reports
- A3.** Sprinkler Inspection reports provided to Marshall University shall follow current NFPA, Joint Commission, or other Authority Having Jurisdiction (AHJ) requirements for each classified NFPA building occupancy listed under this contract. Past copies of inspection reports can be provided to the awarded vendor prior to the start of contracted inspections.
- Q4.** Is there any way possible to visit a few of the locations that we will be doing the inspections?
- A4.** Unfortunately, there is not. A site walk-through was not included in the bid timeline. For transparency and fairness, a site walk-through cannot be given to only one vendor.
- Q5.** Referencing Exhibit A-Pricing Page line 28 Refill and Service CO2 100 lb. I believe that the 100lb is a typo and should be 10lb.

- A5.** The Chemical Storage Building has a CO2 suppression system and is supplied by multiple 100lb CO2 tanks.
- Q6.** Referencing Exhibit A-Pricing Page lines 39, 40, and 41 have no estimated quantities and do not carry a number to the Line Total column.
- A6.** This would be the vendors hourly rate for response for each identified line item.
- Q7.** Can you confirm that the only backflow preventers that are a part of the RFP are ones on the fire protection systems.
- A7.** Yes, the backflow preventers identified on this contract are for only the buildings fire protection system.
- Q8.** Do the kitchen hood inspections include a pipe integrity test? A pipe integrity test is not a code requirement but should be done on at least an annual basis.
- A8.** Kitchen Hood inspections should follow applicable NFPA code. If additional testing is suggested then contracted vendor can provide quotes for the suggested tests.
- Q9.** On page 14 of the Project Specifications, list of buildings, there is no mention of standpipe systems at any of the buildings. I assume that the intention is to inspect the standpipe systems. If so, we would need a list of which buildings have standpipe systems. I see on the pricing sheet there is a line for testing the standpipe, but this is different than inspection of standpipe.
- A9.** The University will provide an inventory of all buildings needing Standpipe testing to the awarded vendor.
- Q10.** Line item 45 on the Pricing Page indicates a price for the Standpipe 5year testing. I assume that the successful bidder will be informed which standpipe system will need the (flow/Hydrostatic Test).
- A10.** Correct.

--END OF DOCUMENT--

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:
(If Applicable)

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 specifications, etc.

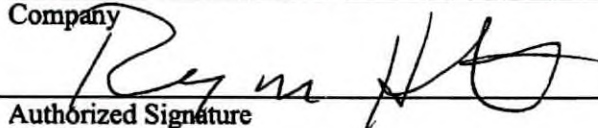
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

J. A. COMONALE
Company


Authorized Signature

5/25/24
Date

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

Revised: 7/15/21

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: S. A. COMUNALE

Authorized Signature: [Signature] Date: 7/31/24

State of WV

County of Kanawha to-wit

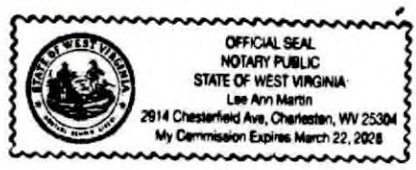
Taken, subscribed, and sworn to before me this 31st day of July, 2024

My Commission expires March 22, 2028

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

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 conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102796740-W/WC-COV-23-24	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : American Casualty Company of Reading, PA		20427
INSURER C : Transportation Insurance Co		20494
INSURER D : Continental Insurance Company		35289
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-012007364-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			GL 7039900175	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 5,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA 7039900208	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 7015644968	10/01/2023	10/01/2024	Auto Physical Damage	\$ Included	
							EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7 39955208 (AOS)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE		
				WC 7 39955452 (CA)	10/01/2023	10/01/2024		E.L. EACH ACCIDENT	\$ 1,000,000
				WC 7 39958397 (AZ, OR, WI)	10/01/2023	10/01/2024		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.
 WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER **CANCELLATION**

MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE OLD MAIN 125 HUNTINGTON, WV 25755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED S.A. COMUNALE CO., INC. 2900 NEWPARK DRIVE BARBERTON, OH 44203	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED S.A. Comunale Co., Inc. 2900 Newpark Drive Barberton, OH 44203	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of the Additional Insured with respects to Professional Liability.

INSURER AFFORDING COVERAGE: Berkley Assurance Company NAIC#: 39462
POLICY NUMBER: PCAB-5023434-1023 EFF DATE: 10/31/2023 EXP DATE: 10/31/2024

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim	\$1,000,000
	Aggregate	\$2,000,000

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000153927	KENNETH W THOMAS		Active	Inactive	
000000168842	TRISHA N MCCRAY		Discontinued	Inactive	
000000170646	SYLVIA C VASS		Discontinued	Inactive	
✓ 000000176479	S A COMUNALE CO INC		Active	Inactive	
000000176480	S.A COMUNALE		Discontinued	Inactive	
000000189687	RALEIGH PLAYHOUSE & TH		Active	Inactive	
000000209865	EAGLE EXCAVATION INC		Active	Inactive	
000000235129	SUZANNE A RYAN		Discontinued	Inactive	
VC0000015181	CLC BIO LLC		Active	Inactive	
VC0000033781	ZACHARY D COLEMAN		Active	Inactive	

From 1 to 10 of 21 [First](#) [Prev](#) [Next](#) [Last](#) [Attachments](#)

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▼ General Info

Vendor/Customer: 000000176479	Restrict Use by Department: <input type="checkbox"/>
Legal Name: S A COMUNALE CO INC	Miscellaneous Account: <input type="checkbox"/>
Alias/DBA: <input type="text"/>	Internal Account: <input type="checkbox"/>
Vendor Active Status: Active <input type="text"/>	Third Party Only: <input type="checkbox"/>
Vendor Approval Status: Complete	Third Party Vendor: <input type="checkbox"/>
Customer Active Status: Inactive <input type="text"/>	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 <input type="text"/>
Last Name: <input type="text"/>	Discontinue - No New Business: <input type="checkbox"/>
Company Name: S A COMUNALE CO INC	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 checked="" type="checkbox"/>
Previous Country: <input type="text"/>	W-9 Received Date: 11/01/2019 <input type="text"/>
	W-8 Received: <input type="text"/>
	W-8 Received Date: <input type="text"/>
	Accepts Credit Cards: <input type="checkbox"/>
	Active From: 04/28/1997 <input type="text"/>
	Active To: <input type="text"/>
	Last Usage Date: 08/16/2024 <input type="text"/>
	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: 11/28/2023 <input type="text"/>	Unemployment Insurance: <input type="checkbox"/>
Registration Effective Date: 11/28/2023 <input type="text"/>	Worker's Compensation: <input type="checkbox"/>
Registration Expiration Date: 11/27/2024 <input type="text"/>	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

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Business Organization Detail

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S.A. COMUNALE CO., INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	3/27/1996		3/27/1996	Foreign	Profit			

Organization Information			
Business Purpose	2389 - Construction - Special Trade Contractors - Other Specialty Trade Contractors (site prep, other specialty)	Capital Stock	0.0000
Charter County	Kanawha	Control Number	0
Charter State	OH	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.000000
Authorized Shares	0	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Mailing Address	2900 NEWPARK DRIVE ATTN.: CFO BARBERTON, OH, 44203
Notice of Process Address	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Principal Office Address	2900 NEWPARK DRIVE BARBERTON, OH, 44203 USA
Type	Address

Officers	
Type	Name/Address
Director	THOMAS HIEBERT 301 MERRITT SEVEN 6TH FLOOR NORWALK, CT, 06851
President	STEPHEN COMUNALE 2900 NEWPARK DRIVE BARBERTON, OH, 44203
Secretary	MICHAEL MOLDVAY 2900 NEWPARK DRIVE BARBERTON, OH, 44203
Treasurer	MICHAEL MOLDVAY 2900 NEWPARK DRIVE BARBERTON, OH, 44203
Vice-President	THOMAS HIEBERT 301 MERRITT SEVEN 6TH FLOOR NORWALK, CT, 06851
Type	Name/Address

Annual Reports	
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For more information, please contact the Secretary of State's Office at 304-558-8000.

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Aug 20, 2024



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MICHAEL T SHIRLEY
PO BOX 593
SCOTT DEPOT, WV 25560

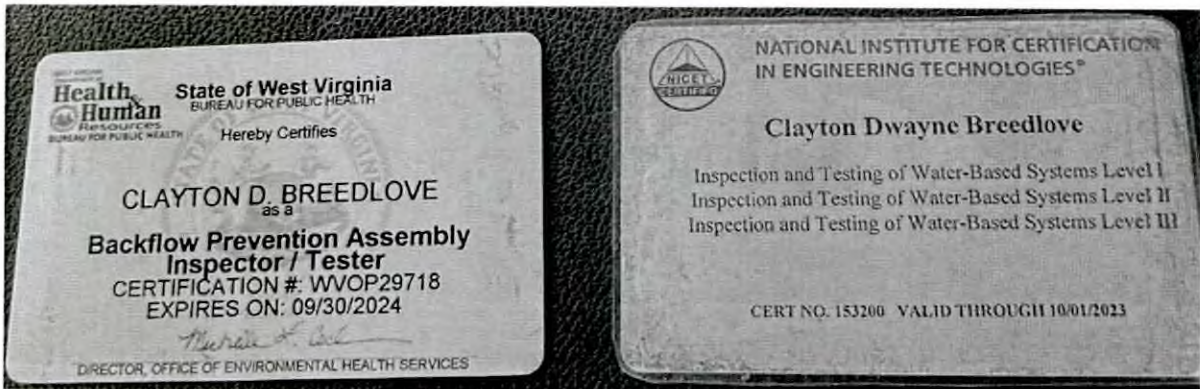
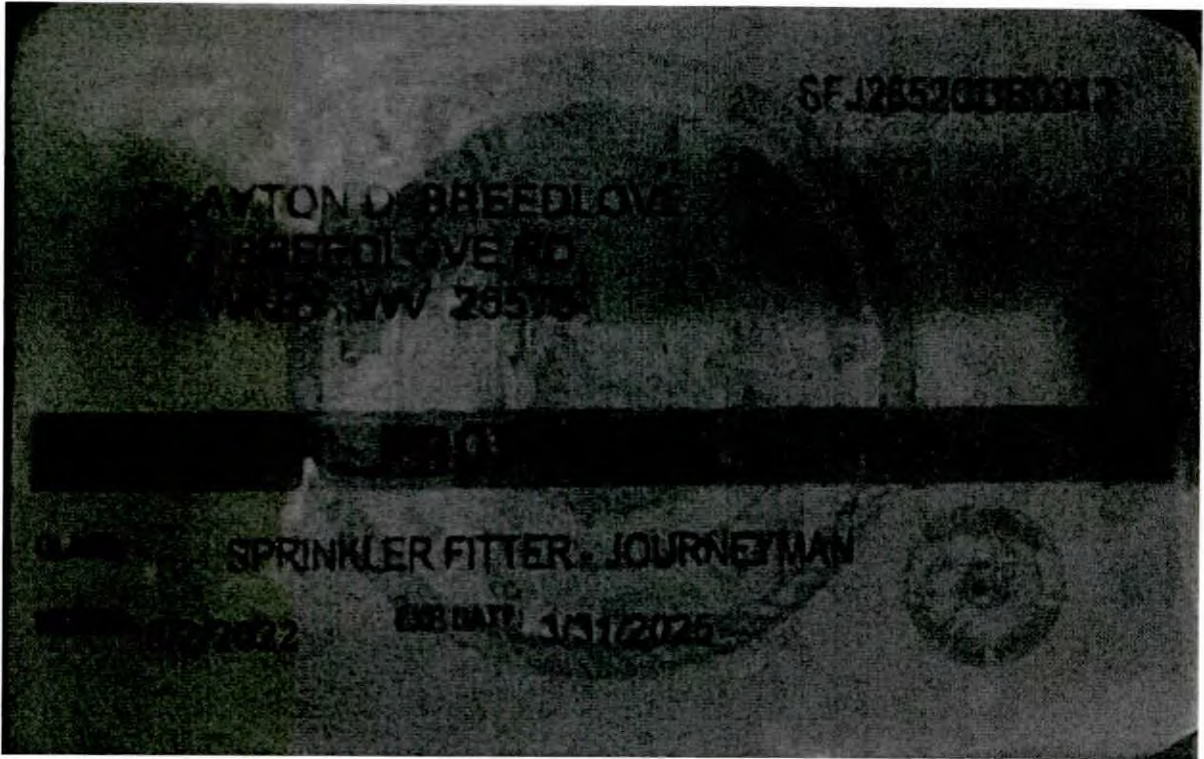
FIRE PROTECTION WORKER

SPRINKLER FITTER - JOURNEYMAN

ISSUE DATE: 7/1/2022

EXP DATE: 6/30/2025





State of West Virginia
BUREAU FOR PUBLIC HEALTH

Hereby Certifies

CLAYTON D. BREEDLOVE
as a

Backflow Prevention Assembly
Inspector / Tester

CERTIFICATION #: WVOP29718
EXPIRES ON: 09/30/2024

Theresa A. Cook
DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES



NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®

Clayton Dwayne Breedlove

Inspection and Testing of Water-Based Systems Level I
Inspection and Testing of Water-Based Systems Level II
Inspection and Testing of Water-Based Systems Level III

CERT NO. 153200 VALID THROUGH 10/01/2023

SFJ3385JCS0522

JONATHAN C. SHAFFER
185 OAKMONT DR
POCA WV 25159

FIRE PROTECTION WORKER

CLASS: SPRINKLER FITTER - JOURNEYMAN

ISSUED: 5/19/2022

EXP DATE: 5/31/2025



EXT3385JCS1118

JONATHAN C. SHAFFER
111 RIVERBEND BLVD
ST ALBANS, WV 25177

FIRE PROTECTION WORKER

CLASS: FIRE EXTINGUISHER TECHNICIAN

ISSUED: 12/1/2021 EXP DATE: 11/30/2024



ANDREW WILSON

WV Sprinkler- 9324ATW0320

WV Extinguisher-9324ATW0319

WV Backflow-WVOP33151

VA Sprinkler- 2723000430

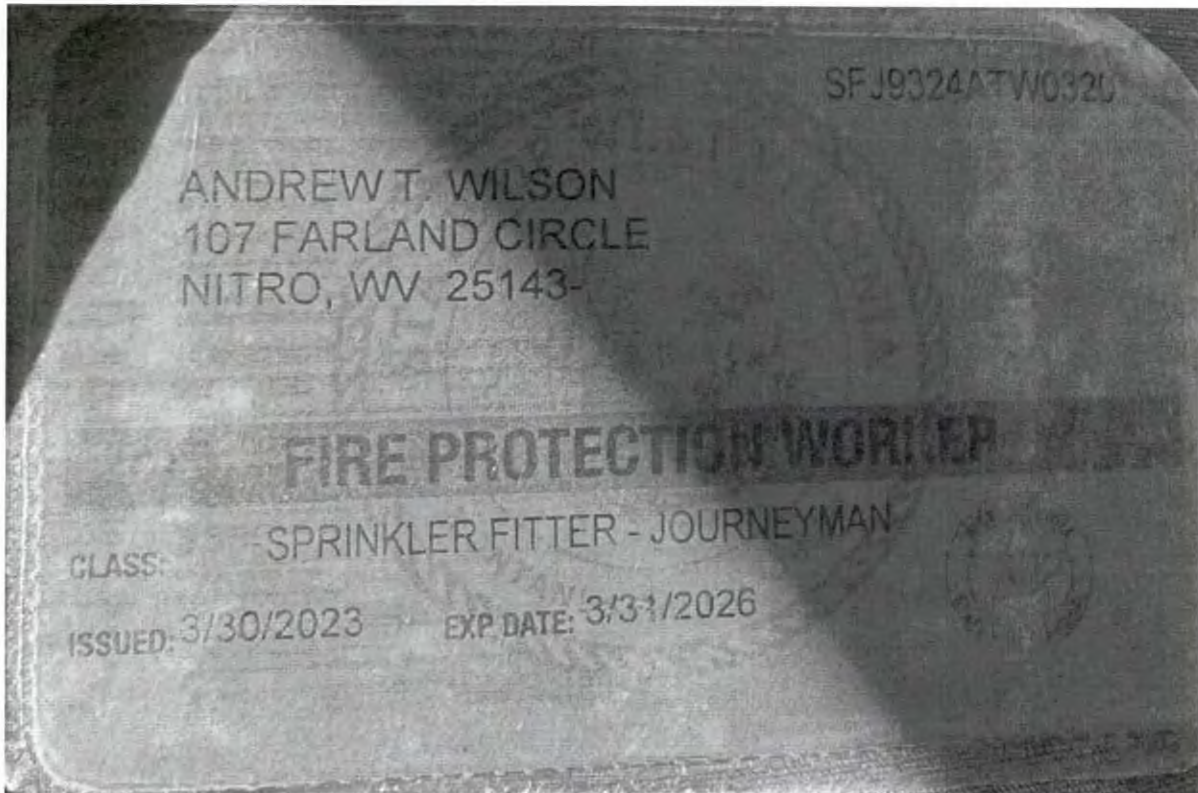
VA Backflow-2717059816

OH Overhead, Underground, Fire Pump- 54.89.5250

OH Backflow- A13022

KY Backflow- 4540445


NICET Water Based Level 2- 166381




State of West Virginia
 BUREAU FOR PUBLIC HEALTH
 Hereby Certifies



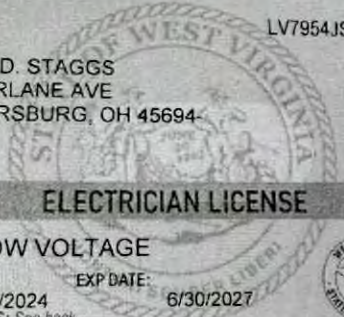

JEREMY D. STAGGS
 JS 8
**Backflow Prevention Assembly
 Inspector / Tester**
 CERTIFICATION #: WVOP29914
 EXPIRES ON: 02/28/2025
Jeremy D. Staggs
 DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES


**NATIONAL INSTITUTE FOR CERTIFICATION
 IN ENGINEERING TECHNOLOGIES®**
Jeremy Staggs
 Inspection and Testing of Water-Based Systems Level II
 CERT NO. 139447 VALID THROUGH 1/1/2027

LV7954JS0322
JEREMY D. STAGGS
 2715 FAIRLANE AVE
 WHEELERSBURG, OH 45694-

ELECTRICIAN LICENSE

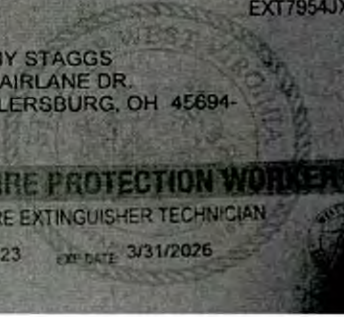

CLASS: **LOW VOLTAGE**
 ISSUED: 5/6/2024 EXP DATE: 6/30/2027
 RESTRICTIONS: See back


EXT7954JXS0317
JEREMY STAGGS
 2715 FAIRLANE DR.
 WHEELERSBURG, OH 45694-

FIRE PROTECTION WORKER

CLASS: **FIRE EXTINGUISHER TECHNICIAN**
 ISSUED: 1/26/2023 EXP DATE: 3/31/2026

PET3656JAP0819

JASON A PRICE
127 DAVIS TRACE ROAD
HAMLIN, WV 25523-

FIRE PROTECTION WORKER

CLASS: PRE-ENGINEERED SUPPRESSION TECHNICIAN
ISSUED: 5/27/2022 EXP DATE: 8/31/2025

EXT3656JAP0619

JASON PRICE
127 DAVIS TRACE RD
HAMLIN, WV 25523-

FIRE PROTECTION WORKER

CLASS: FIRE EXTINGUISHER TECHNICIAN
ISSUED: 5/27/2022 EXP DATE: 6/30/2025

SFJ3656JAP0821

JASON A PRICE
127 DAVIS TRACE RD
HAMLIN, WV 25523-

FIRE PROTECTION WORKER

CLASS SPRINKLER FITTER - JOURNEYMAN
ISSUED: 8/15/2024 EXP DATE: 8/31/2027

EST3656JAP0623

JASON A PRICE
127 DAVIS TRACE RD
HAMLIN, WV 25523-

FIRE PROTECTION WORKER

CLASS: ENGINEERED SUPPRESSION TECHNICIAN
ISSUED: 6/23/2023 EXP DATE: 6/30/2026


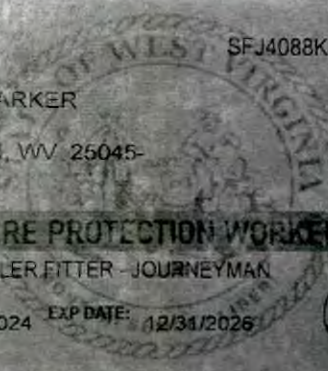
SFJ4088KJP1217

KEVAN J. PARKER
PO BOX 391
OLENDENIN, WV 25045

FIRE PROTECTION WORKER

CLASS SPRINKLER FITTER - JOURNEYMAN

ISSUED: 1/19/2024 EXP DATE: 12/31/2026





SFJ4088KJP1217

KEVAN J. PARKER
PO BOX 391
OLENDENIN, WV 25045

FIRE PROTECTION WORKER

CLASS SPRINKLER FITTER - JOURNEYMAN

ISSUED: 1/19/2024 EXP DATE: 12/31/2026



HEALTH State of West Virginia
BUREAU FOR PUBLIC HEALTH


Hereby Certifies

KEVAN J. PARKER
as a

**Backflow Prevention Assembly
Public Water System Operator**

CERTIFICATION #: WVOP33820
EXPIRES ON: 08/31/2027

DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES



SFJ2642LCW0316

LOGAN W. CADDILL
7506 SATURDAY RD
VICTOR, WV 25938

FIRE PROTECTION WORKER

CLASS: SPRINKLER FITTER - JOURNEYMAN

ISSUED: 4/7/2022

EXP DATE: 3/31/2025



SFJ7191B XK0223

BRETT KOTERMANSKI
190 BILMAR DRIVE STE 100
PITTSBURGH, PA 15205-

FIRE PROTECTION WORKER

CLASS: SPRINKLER FITTER - JOURNEYMAN

ISSUED: 2/28/2023

EXP DATE: 2/28/2026





ASSE International

18927 Hickory Creek Drive, Suite 220
Mokena, Illinois 60448
Ph: 708.995.3019
www.asse-plumbing.org

Brett I. Kotermanski
31 Hill St.
Avella, PA 15312

Certification #: 51534

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LV4905BB0217

BRANDON S BARTRAM
6702 MacCorkle ave
Saint Albans, West Virginia 25177

ELECTRICIAN LICENSE

CLASS Low Voltage Electrician

ISSUED: 5/31/2024 EXP DATE: 6/30/2025

RESTRICTIONS: See back

