



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

08/31/21 08:57:46
WV Purchasing Division

Proc Folder: 889317			Reason for Modification: Addendum No. 2
Doc Description: Addendum No. 2 GSD Elevator Maintenance - Open-End			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-12	2021-08-31 13:30	CRFQ 0211 GSD2200000004	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : DC ELEVATOR

Address : 521 SLACK STREET

Street :

City : CHARLESTON

State : WV

Country : US

Zip : 25301

Principal Contact : KATHY DAVIS

Vendor Contact Phone: 304.345.7222

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN# 61-0922853

DATE 8/30/2021

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

ADDITIONAL INFORMATION

Addendum No. 2

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance. This includes all elevators in buildings that are owned and operated by the West Virginia Department of Administration, per the documentation and Terms and Conditions as attached hereto.

MANDATORY Pre-Bid Meeting to be held on July 29, 2021 at 10:00 am at 112 California Ave, Building 4, 1st Floor Conference Room, Charleston, WV 25305

TECHNICAL Questions due on August 3, 2021 at 10:00 AM.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION
112 CALIFORNIA AVENUE,
5TH FLOOR
CHARLESTON WV
US

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
112 CALIFORNIA AVENUE,
5TH FLOOR
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Maintenance	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

72101506

Extended Description:

Elevator Maintenance Contract - Bid MUST be submitted on Exhibit C - Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting to be held on July 29, 2021 at 10:00 AM	2021-07-29
2	Technical Questions due August 3, 2021 at 10:00 AM	2021-08-03

STATE OF WV BID

B-Monthly

\$350.00	EA	39	Units		12	\$350.00	\$163,800.00
\$137.00	EA	23	Units		12	\$137.00	\$37,812.00
\$300.00	EA	2	Units	Middle of no where	12	\$300.00	\$7,200.00
\$87.00	EA	4	Units	3 VPL's & 1 Residential	12	\$87.00	\$4,176.00
					UNIT TABULATION		\$212,988.00
\$220.00	HR	200	HR				\$44,000.00
\$10,000	Our Cost	10%	Markup	1.10 Multiplier			\$11,000.00
					GRAND TOTAL BID		\$267,988.00

SOLICITATION NUMBER: CRFQ 0211 GSD2200000004
Addendum Number: 2

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To modify the bid opening date, per Attachment A.
2. To provide for the scheduling of a non-mandatory site visit, per Attachment A.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A 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.

ATTACHMENT A

CRFQ GSD2200000004
GSD Elevator Maintenance – Open-End

1. Change bid opening date to August 31, 2021, at 1:30pm EST.
2. Per the response, in Addendum #1, to technical question #3, the Agencies intent was to provide vendors the opportunity to conduct site visits at any of the buildings included in the solicitation, with the understanding that they would not have the opportunity to access car pits and shafts. In order to accommodate additional site visit opportunities, the Agency is extending the period for arranged site visits through Thursday August 19, 2021. Vendors shall submit an email to GSDPurchasing@wv.gov, **at least one day in advance** of the date they wish to review the elevators. This email **MUST** specify the building number and the date and time at which the bidder wishes to conduct their site visit; site visits must begin and end between 7:00am and 3:00pm on any scheduled day.
3. Technical Questions is extended to Monday August 23, 2021, by 10:00am.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. **Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

DC ELEVATOR

Company



Authorized Signature

8/30/2021

Date

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



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 889317

Doc Description: Addendum No. 1 GSD Elevator Maintenance - Open-End

Reason for Modification:

Addendum No.1

Includes Bid opening extension
and Technical Question deadline
extension.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-06	2021-08-24 13:30	CRFQ 0211 GSD2200000004	2

BID RECEIVING LOCATION

BID CLERK
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2019 WASHINGTON ST E
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VENDOR

Vendor Customer Code:

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Address : 521 SLACK STREET

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State : WEST VIRGINIA

Country : UNITED STATES

Zip : 25301

Principal Contact : KATHY DAVIS

Vendor Contact Phone: 304.345.7222

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN# 61-0922853

DATE 8/30/2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance. This includes all elevators in buildings that are owned and operated by the West Virginia Department of Administration, per the documentation and Terms and Conditions as attached hereto.

MANDATORY Pre-Bid Meeting to be held on July 29, 2021 at 10:00 am at 112 California Ave, Building 4, 1st Floor Conference Room, Charleston, WV 25305

TECHNICAL Questions due on August 3, 2021 at 10:00 AM.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

112 CALIFORNIA AVENUE,
5TH FLOOR

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WV

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US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Maintenance	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

72101506

Extended Description:

Elevator Maintenance Contract - Bid MUST be submitted on Exhibit C - Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting to be held on July 29, 2021 at 10:00 AM	2021-07-29
2	Technical Questions due August 3, 2021 at 10:00 AM	2021-08-03

	Document Phase	Document Description	Page 3
GSD2200000004	Final	GSD Elevator Maintenance - Open-End	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0211 GSD2200000004
Addendum Number: 1

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To modify the bid opening date, per Attachment A.
2. To provide for a new technical questions deadline, per Attachment A.
3. To provide for the scheduling of a non-mandatory site visit, per Attachment A.
4. To include revised Specifications, providing answers to Technical Questions submitted prior to the original deadline of August 3, 2021 (10:00am) and per Attachment A.
5. To provide a copy of the Mandatory Pre-Bid Meeting Sign-In Sheet, per Attachment A.
6. To correct errors identified in the original CRFQ, per Attachment A.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A 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.

ATTACHMENT A

CRFQ GSD2200000004

Addendum No.1

Buyer information has changed, see below:

Melissa Pettrey, Senior Buyer

Melissa.k.pettrey@wv.gov

304-558-0094

CRFQ GSD2200000004
GSD Elevator Maintenance – Open-End
Technical Questions and Answers

Q 1 - In regard to CRFQ-0211-GSD2200000004-1 on GSD elevator maintenance, where can you find information on the current agreement in place?

A 1 - Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q 2 - Question regarding GSD2200000004 (Elevator Service). Page 12, item 7 – it states that a bid bond is required for "Construction Only". Does this mean that no bid bond is required with the bid submission since this isn't a construction project?

A 2 - Since this contract has the potential to include "corrective maintenance" that would be deemed "construction," a bid bond is required.

Q 3 - I would like to request a site survey for the Charleston buildings. What is the process to conduct a survey and is there a specified day/time?

A 3 - A non-mandatory walk-through of the Capitol Complex buildings (1, 3, 4, 5, 6, 7, 8, 13, 15, & 17) will be conducted on Monday, August 9, 2021, from 10:00am to 12:00pm (or later, as required), meeting initially in the 1st Floor Conference Room of Building 4 (112 California Avenue). During this walk-through, the Agency's elevator maintenance contractor will be available to allow for access to car pits and shafts, as needed. During this walk-through, and any subsequent site visit (see below), no technical questions shall be asked of any Agency participants, including their elevator maintenance contractor. Nothing said at a walk-through or site visit shall be considered contractually binding. Bidders are strongly encouraged to submit follow-up technical questions, per the instructions of the CRFQ. Bidders wishing to conduct a site visit at any other facility, expressly to examine the operation and current status of the elevator(s), shall submit an email to GSDPurchasing@wv.gov, at least one day in advance of the date that they wish to review the elevator(s), but no later than by 4:00pm on Wednesday, August 11, 2021. This email MUST specify the building number and the date and time at which the bidder wishes to conduct their site visit; site visit must begin and end between 7:00am and 3:00pm on any scheduled day. All site visits must be concluded by no later than 3:00pm Friday, August 13, 2021. Agency will have final determination as to when a site visit will occur; bidders must comply with Agency demands as to the scheduling of a site visit. The Agency's elevator maintenance contractor will not be available to allow for access to car pits and shafts at any facility outside the Capitol Complex, during any site visit.

Q 4 - I would like to request a bid date extension to August 17, 2021, to allow more time for site surveys to be conducted.

A 4 - Bid opening date will be moved to August 24, 2021 at 1:30 pm. NOTE: The date for submission of Technical Questions is also extended to August 16, 2021, by 3:00pm (a subsequent addendum will address any additionally submitted technical questions).

Q 5 - Based on conversation at the Pre-Bid, please clarify if WV Electrician's License is a required license for this solicitation.

A 5 - Documentation of individuals' electrician licenses will not be required prior to award of the Contract. Per Section 32 of the General Conditions, the Vendor will be required to utilize appropriately licensed personnel for any services provided during the life of this contract. It is solely the Vendor's responsibility to determine which services require licensing under Federal, State, County or local laws. Agency reserves the right to request documentation to indicate compliance with any licensing requirement.

CRFQ GSD2200000004
GSD Elevator Maintenance – Open-End
Technical Questions and Answers

Q 6 - Based on conversation at the Pre-Bid, please confirm that Builders Risk Insurance is not required.
A 6 - Section 8 of the General Terms and Conditions has been modified to remove the indication of the need for Builders Risk Insurance.

Q 7 - What is the current billing rate /mo.?

A 7 - See Answer #1. The Pricing Page includes the current rates.

Q 8 - Ask about the \$500K limit.

A 8 - Since a portion of the services to be provided under this open-end contract is considered to qualify as "construction" or "public improvement" under WV State Code, the requirements of WV Code 5-22 apply to this solicitation and its subsequently awarded contract. Among those requirements is a limitation on the amount of payment the Agency can pay for work performed under the contract during its entire life. When the total amount paid under contract begins to near the \$500,000.00 limit, the Agency will be soliciting for a new contract. This may or may not preempt or shorten future renewals of the initial contract term, and may or may not result in corrective maintenance delivery orders not being issued, all dependent upon overall payment amount against the contract.

Q 9 - How much have you spent outside of the maintenance contract?

A 9 - The question is not sufficiently specific to address in detail. All preventive and corrective maintenance of the elevators covered by this contract has been spent utilizing this contract and its predecessors. Only major modernizations, repairs, and replacements have been contracted for and paid separately. The Agency maintains a third-party contract for inspection services, is under contract for assessment and design of major repairs to elevators, and pays for certification directly to the WV Division of Labor via intergovernmental transfers.

Q 10 - How many regular & OT callbacks a month?

A 10 - The question lacks specificity. The Agency does not have immediate record of the number of callbacks performed during the current or former contracts. Moreover, there is no minimum or maximum limit to how many can be requested under the contract to be awarded from this solicitation.

Q 11 - How many major repairs have you had over the last 12 months?

A 11 - The Building 5 Freight Elevator had a recent modernization, completed in December of 2020; so, it remains under warranty with that contractor until December of 2021 (i.e., and will not be added into service under this contract until such time that its warranty period expired).

Q 12 - Given the inability to survey the equipment, what are the expectations for the vendor after the job is identified as deficient in the first 2 weeks?

A 12 - See Answer #3; an opportunity to survey the equipment is being provided.

Q 13 - Are clarifications/value alternates allowed to be submitted w/ our bid?

A 13 - See #11, "Exceptions and Clarifications," in the Instructions to Vendors Submitting Bids portion of the CRFQ.

Q 14 - Will the elevator contractor be able to conduct a walkthrough to survey the elevator equipment for this solicitation?

A 14 - See Answer #3; an opportunity to survey the equipment is being provided.

Q 15 - Will the bid date be extended if a walkthrough is to be scheduled?

CRFQ GSD2200000004
GSD Elevator Maintenance – Open-End
Technical Questions and Answers

A 15 – See Answer #4.

Q 16 – In the SPECIFICATIONS section 3 line item 3.1.5 says routine examinations and maintenance shall be made at least twice monthly for each elevator. In EXHIBIT A – PREVENTIVE MAINTENANCE section 1 line item a. says Vendor must complete monthly inspections on all elevators under this contract. Which section is correct?

A 16 – The two specifications are not mutually exclusive. The routine examinations and maintenance specified in 3.1.5 are required twice per month. The monthly inspections required by Exhibit A, 1.a, are required once per month. The two services may be performed on a simultaneous visitation to the elevator.

Q 17 – In Exhibit A – PREVENTIVE MAINTENANCE section 1 line item a. – iii. Ensure all shunt trip breaker lights are working. Does this refer the emergency lighting in the elevator cab?

A 17 – Not necessarily. This applies to all light fixtures associated with the elevators that are connected through shunt trip breakers.

Q 18 – In Exhibit A – PREVENTIVE MAINTENANCE section 1 line item a. – iv. Service & Testing logs are present and up to date, including fire alarms, smoke detectors, emergency power. Fire alarm, smoke detectors and emergency power testing is unusually not done by the elevator contractor. Are you expecting the elevator contractor to perform these tests or be present when this testing is done?

A 18 – The specification should read: “Ensure all Service & Testing logs are present and up to date....” The Agency remains under contract with a third-party elevator inspector who performs these tests. However, the Agency requires that elevator contractor to be present during these tests.

Q 19 –In Exhibit A – PREVENTIVE MAINTENANCE section 12 line item pp. cylinders and casing qq. Hoistway gates, doors, frames, and sills, rr. Hoistway enclosures, tt. Car enclosures including wall panels, ceiling diffusers, door gates, ventilation equipment, handrails, and mirrors, uu. Cover plates for signals, signal bells and signal systems, vv. Music systems, car heaters and or air conditioners, ww. Communication systems (intercoms), telephone cables, xx. Smoke and heat sensors, yy. Main line power switches, breakers, and feeders to the elevator control equipment. Are these line items supposed to be listed under Exhibit A - PREVENTATIVE MAINTENANCE section 14 Excluded?

A 19 – No. These items are to be covered by full service maintenance.

Terms and Conditions
Section 7
Revised 08/06/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually 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.

☒ **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:** This 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 this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are 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. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division 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 Purchasing Division 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

Specifications
Revised 08/06/2021

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance, for elevators in buildings owned and operated by the West Virginia Department of Administration as listed in Exhibit B. All services shall ensure that the equipment is kept operating in accordance with manufacturer's specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Standard Safety Code for Elevators.

The list of elevators provided in Exhibit B is indicative of current elevators in buildings owned and operated by the Department of Administration. The contract that will be established from this solicitation will include any additional, or upgraded, elevators that may be installed during the life of this contract. A change order will be required to address any changes to the existing contract. Due to Elevator Modernization Project that is being performed concurrent with this project, there will be various elevators will be "out-of-service" for periods of this contract and will need to be adjusted accordingly.

In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Elevator Maintenance"** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
 - 2.2 **"Preventive Maintenance"** means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.
 - 2.3 **"Corrective Maintenance"** includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator system and testing to ensure that equipment is in proper working order after the repair.
 - 2.4 **"Pricing Pages"** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

- 2.5 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as GSD2000000001.
- 2.6 **"Call-back Service"** shall be defined as maintenance service preformed between the hours of 5:01pm EST and 6:59am EST Monday through Friday, and all day on Saturday and Sunday, on an as-requested basis to correct a malfunction or failure in an elevator.
- 2.7 **"Holidays"** shall mean days designated by WV Code §2-2-1 as legal holidays (i.e., New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Days, Thanksgiving Day, Christmas Day).
- 2.8 **"Full-Service Maintenance"** shall mean routine inspections, replacement of parts, components, and material on elevator components or equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials and maintenance due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturers' specifications and recommendations or in accordance with National Code Requirements. Full-Service Maintenance is inclusive of corrective and preventative maintenance required due to normal usage.
3. **PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
- 3.1 **Full-Service Maintenance**
- 3.1.1 Full-Service Maintenance shall include all supervision, labor, materials, equipment, and tools necessary to keep all equipment operating in accordance with the manufacturers' specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Safety Code for Elevators. Full-Service Maintenance shall be covered under the flat monthly rate as agreed upon herein.
- 3.1.2 Vendor shall provide full-time mechanic personnel for dedicated Full-Service Maintenance under this contract for all units located within the Charleston, WV metro area. Working hours covered by said personnel shall be between 7:00am EST and 5:00pm EST, Monday through Friday except State recognized holidays. During these established work hours, if meeting the Full-Service Maintenance requirements necessitates more than one technician being on-site, as determined by the Division of

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

Labor regulation on weight limitation or other such regulation which would require more than one person to perform the operation, the Vendor shall bear the responsibility of any additional man hours or costs.

- 3.1.3** For buildings outside the Charleston metro area (Buildings 23, 25, 32, 34, 53, 54, and 55) the Vendor shall follow the monthly maintenance schedule provided to the Agency Building Maintenance and Operations Manager.
- 3.1.4** Five (5) business days after award of the Contract, Vendor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleanings, routine maintenance, safety checks, and other Full-Service Maintenance.
- 3.1.5** Vendor shall continuously analyze equipment performance, including riding quality, equipment condition, operational systems, and perform all part replacements and adjustments required to maintain operating performance. Routine examinations and maintenance shall be made at least twice monthly for each elevator.

3.2 Call-Back Service

- 3.2.1** Vendor shall provide Call-Back Service for all locations listed in Exhibit B. Call-Back Service shall be covered under the flat monthly rate as agreed upon herein.
- 3.2.2** Call-Back Service shall be required whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends, or holidays. Work may be suspended for such time as is required to obtain needed parts, with approval, or instruction, by the Agency.
- 3.2.3** On site response time for Call-Back Service calls for buildings located in Charleston or South Charleston shall be guaranteed within one (1) hour of telephone notification. On site response time for Call-Back Services calls for buildings outside of Charleston or South Charleston shall be guaranteed within two (2) hours of telephone notification. If the Vendor does not arrive onsite in the designated time and has not received written approval from the Agency, the Vendor may be assessed Liquidated Damages in the sum of \$75 per hour of delay.

In the event of an entrapment the Vendor shall be on site to buildings located in Charleston or South Charleston within thirty (30) minutes of telephone notification. In the event of an entrapment the Vendor shall be on site to

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buildings located outside Charleston or South Charleston within one (1) hour of telephone notification. If the Vendor does not arrive onsite in the designated time and has not received written approval of the Agency, the Vendor may be assessed Liquidated Damages in the sum of \$75 per hour of delay.

- 3.2.4** If additional maintenance and/or corrections are required to place the elevator back into service and the cause of the service call was not due to a transient problem related to work covered under the Full-Service Maintenance program, then the Vendor, upon approval of the Agency, in the form of a written release order will be entitled to invoice for the remedial corrections outside of the initial service call. No additional work will be paid for by the Agency without issuance of a written release order from an Agency representative.

3.3 Elevator Maintenance (Preventive and Corrective)

- 3.3.1** Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.
- 3.3.2** Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.
- 3.3.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.3.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.3.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.3.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.

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3.3.7 Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.

3.3.8 Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

3.4 Preventive Maintenance:

3.4.1 Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.

3.4.2 Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

3.4.3 Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 business days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.5 Corrective Maintenance:

3.5.1 Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.

3.5.2 Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four-hour response time with written permission from the Agency.

3.5.3 Corrective Maintenance must be performed between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.

3.5.3.1 Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two

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hours after being notified of the emergency. Emergency requests can be authorized by GSD Business Unit and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

3.5.4 Parts:

3.5.4.1 Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.

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

3.5.4.3 Third Party Repairs: Third-party service required to repair parts or components (e.g., motor rewinding, etc.) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

3.5.4.4 Disposal: Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

3.5.4.5 Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

3.6 Safety Checks and Tests

3.6.1 Inspection and Testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes, or regulations. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly, in accordance with the West Virginia

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Department of Labor guidelines and approved inspection services.

- 3.6.2** All 5-year Full load safety tests, all annual no-load safety tests, and all I hydraulic relief tests shall be arranged and performed by the Contractor. Contractor shall file the proper tags and forms with the Division of Labor.
- 3.6.3** This Contract shall also require the Contractor to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector and/or designated West Virginia elevator consultant.
- 3.6.4** Vendor shall have thirty (30) days to correct any deficiency identified by the Division of Labor, third-party inspector, elevator consultant or Agency, or to obtain a waiver from the Division of Labor, or to acquire written Agency approval to not complete the correction. The thirty days begins upon notification being issued to the Vendor by any of these parties.
- 3.6.5** Failure by the Vendor to complete correction of identified deficiencies may result in the imposition of Liquidated Damages at the rate of \$100 per day for every day beyond the thirty calendar days established by the notification. If an identified deficiency results in the elevator being tagged "Out of Service" by the Division of Labor, liquidated damages may be assessed at the rate of \$200 per day until such time that the correction is completed, or the Vendor acquires written approval from the Agency to not complete the correction.
- 3.6.6** The Vendor shall maintain a minimum 80% passing rate for inspection of all elevators currently in service during any annual period.
- 3.6.7** The Contractor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Contractor shall be responsible for coordinating and scheduling all inspections with the third-party Contractor.
- 3.6.8** Monthly, the Contractor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.
- 3.6.9** When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly to insure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be

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included in the Full-service maintenance.

3.7 Removal from Service

3.7.1 Only under emergency situations will the Contractor remove an elevator from service without prior approval from the Agency. Any elevator removed from service by the Contractor for maintenance shall be restored to service promptly. Under no circumstance shall any elevator covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Contractor has obtained approval from the Agency. The request for approval should include a description of the maintenance actions, estimated length of time service will be down and should be made well enough in advance so that the downtime can be scheduled.

3.7.2 Should any elevator covered by this contract be removed from service as the result of failing an inspection or by the Agency for any period of time and for any reason., the Contractor shall pro-rate the monthly charge for said elevator by reducing it a fraction of 1/X for each day during the month in which the elevator is out of service (e.g. 1/28th for February in a non-leap year, 1/31st for January, March, May, etc.). Vendor's invoice shall clearly indicate the fraction of monthly charge being billed (e.g. 18/30 days, 14/29 days, etc.).

3.7.3 Delete.

3.7.4 Delete.

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

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

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

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

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

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

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5. QUALIFICATIONS:

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

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

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

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

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.4.3 WV Contractor's License

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

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

6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of elevator equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the

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Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.

6.2 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.3 Monthly Failure Log: Vendor shall maintain a log of all elevator failures during this Contract. The log must include the cause of the failure, the resolution to correct the failure, the name of the individual performing the work, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the work, and the date and time of the work. Vendor shall submit a copy of this log to the Agency on a monthly basis.

6.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

7. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.

8. CONTRACT AWARD: This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

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8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An example of a properly completed Pricing Page is shown below for reference purposes only:

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$2,400</u>
Hourly Labor Rate	X	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>
Total Cost				<u>\$ 24,400</u>

9. ORDERING

9.1 Preventive Maintenance Ordering: After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive

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Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.

9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.

10. CONTRACT VALUE LIMIT

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

11. BILLING / PAYMENT:

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

11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

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11.2.2 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier	
<u>Example</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost.
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

11.3. Invoices shall be submitted for payment (in arrears) and must include the following information:

11.3.1. Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract Number.

11.3.2. Invoices shall be mailed to the following address:

General Services Division
Attn: Business Manager
Building 4, Fifth Floor
112 California Avenue
Charleston, WV 25305

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11.3.3. Or, emailed to GSDInvoices@wv.gov

11.4. Liquidated Damages: In any instance in which liquidated damages will be imposed by the Agency against the Vendor, the amounts for liquidated damages will be subtracted from the invoice for the month's service (for the specific elevator) during which the event triggering the liquidated damages occurred and from immediately subsequent monthly billings, until such time that the entire damages are liquidated. Agency will provide vendor written explanation prior to the deduction of any portion of any invoice. Vendor will provide Agency with a single, direct point of contact to whom this written explanation will be communicated.

12. DEFAULT:

12.1 The following shall be considered a default under this Contract.

12.1.1 Failure to perform Elevator Maintenance in accordance with the requirements contained in herein.

12.1.2 Failure to comply with other specifications and requirements contained herein.

12.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Elevator Maintenance generally.

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract.

12.2.2 Cancellation of one or more release orders issued under this Contract.

12.2.3 Any other remedies available in law or equity.

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

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EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, but are not limited to:
- i. Check machine room doors are all self-closing and self-locking.
 - ii. Ensure all lights and AC are working in the elevator room.
 - iii. Ensure all shunt trip breaker lights are working.
 - iv. Service & Testing logs are present and up to date, including fire alarms, smoke detectors, emergency power.
 - v. Check phone and intercom for proper operation.

2. Testing

- a. Annual safety test, five-year full load safety test, I hydraulic relief test.** Vendor must arrange and perform all 5-year full load safety tests, all annual safety tests, and all I hydraulic relief tests. Tests must be in accordance with the standards set forth in American Standard Safety Practices for the Inspection of Elevators A17.2---ASA and American Standard Safety Code for Elevators, A17.1---ASA, or later versions of the ASA if applicable. Vendor shall be responsible for coordinating the annual safety testing with an Inspector who is approved by the West Virginia Division of Labor. Vendor shall provide certified test reports to the Agency as soon as practicable. Vendor shall file the proper paperwork and tags with the Division of Labor. Vendor must also accomplish any corrective work as deemed necessary by the assigned Labor and industry Elevator Inspector, WV approved third party inspector and/or designated WV elevator consultant. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.
- b. Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep elevators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

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3. Entrapment

- a. Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.
- 4. System Restart:** Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.
- 5. Machine Rooms:** Controllers, Hoist Motors, Generators, shall be kept clean of dirt, dust, and oil. Seals shall be changed as needed to prevent leakage. Brushes changed on an as-needed basis to prevent commutator damages. Refill gear cases and guide lubricators. Oil reservoirs shall be kept properly sealed to prevent leakage. Vendor shall use lubricants recommended by the manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.
- 6. Hoistway:** All Hoistways shall be cleaned annually. Hoistway doors, tracks, hangers, guide shoes or guide rollers and relating cables shall be changed as needed. Lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated every six months. All pits shall be cleaned as needed. All compensating sheaves, cables, chains, and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned every six months.
- 7. Hydraulic Elevators:** Pit drip buckets must be emptied regularly to prevent overflow. If a 5-gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil.
- 8. Car Speeds:** At all times, the Vendor shall maintain the efficiency, speed and safety for the elevator as designated by the original manufacturer. This includes acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.
- 9. Door Speeds:** All door opening and closing speeds are thrust shall be maintained.

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- 10. Fire Services:** When fire service is present it shall be tested every 30 days and recorded in the machine room. This includes emergency lights, alarms, telephones, fire recall and emergency recall. Vendor shall properly note the date on the chart in the elevator machine room.
- 11. Suspension, Comp Ropes, and Governor Lines:** All suspension ropes, compensating ropes, and governor lines shall be examined and equalized and be changed per code. Replacement ropes shall meet all code requirements and shall be equal or better than the original ropes in design, material, construction, and strength as specified by the elevator manufacturer.
- 12. Vendor shall replace, or make corrections to the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons:**
- a. Hoisting machines and machine brakes.
 - b. Motor generators or solid-state motor drives, and starters.
 - c. Transformers, and filters.
 - d. Control, selector, dispatch, signal, and relay panels.
 - e. Hoisting motors, selector motors and drives.
 - f. Tension frames, and magnet frames.
 - g. Worms, gears, bearings, thrusts, and rotating elements.
 - h. Brakes, coils linings, shoes, and pins.
 - i. Brushes, commutators, windings, and coils.
 - j. Contacts, relays, resistors, and transistors.
 - k. Solid-state panels, boards, and control devices.
 - l. Computers, PLC's, and video monitors.
 - m. PLC's software and hardware.
 - n. Hydraulic power units, pumps, and valves.
 - o. Operating valves, manual and automatic.
 - p. Pistons and their packing.
 - q. Mufflers and silencers.
 - r. Pipe and pipe fittings located above ground.
 - s. Control wiring, electric wiring, and fuses.
 - t. Hydraulic fluid.
 - u. Hydraulic fluid reservoirs, and heater for oil reservoirs.
 - v. Guide shoes and rollers.
 - w. Control cables, wire ropes and cables.
 - x. Hoisting and governor cables and their fastenings.

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- y. Drive, governor, deflector and compensating sheaves and their contacts.
- z. Car and counterweight safeties.
- aa. Overspeed governors.
- bb. Buffers and their contacts.
- cc. Limit, landing, leveling and slow-down switches, and emergency lowering devices.
- dd. Anti-creep devices.
- ee. Operating buttons and switches, including key type.
- ff. Hatch door interlocks and gate and door contacts.
- gg. Door and gate operating equipment, and grates.
- hh. Door protective devices.
- ii. Load weighting and dispatching devices.
- jj. Compensating cables or chains.
- kk. Position and speed encoders.
- ll. Indicator lamps and indicator LED's.
- mm. Car station telephones.
- nn. Batteries for all equipment.
- oo. Remote monitoring devices.
- pp. Cylinders and casing.
- qq. Hoistway gates, doors, frames, and sills.
- rr. Hoistway enclosures.
- ss. Emergency car lights.
- tt. Car enclosures including wall panels, ceiling diffusers, door gates, ventilation equipment, handrails, and mirrors.
- uu. Cover plates for signals, signal bells and signal systems.
- vv. Music systems, car heaters and or air conditioners.
- ww. Communication systems (intercoms), telephone cables.
- xx. Smoke and heat sensors.
- yy. Main line power switches, breakers, and feeders to elevator control equipment.

- 13. Appearance features of elevator operations shall be covered to the same extent as any other mechanical features of the elevators. Vendor shall be required to maintain hall buttons, alarms, emergency telephone equipment, lamps, and fixtures (including car lighting), car operating panels, buttons and lamps, position indicators and lamps and legally required public signage (e.g., ADA, NFPA, DOL certificate). Vendor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency. Vendor shall take any action necessary to correct these deficiencies within two (2) business days and will report to the Agency when the items have been corrected.**

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~~Agency shall assess liquidated damages of \$50 per calendar day, each day beyond the allotted two (2) business days given to the Vendor to correct user friendly deficiencies.~~

14. Excluded shall be:

- a. Carpets and applied floor coverings.
- b. Underground piping for hydraulic elevators and any enhancements to existing equipment, or new installations not required to keep the car in operation.
- c. Buried cylinders and casings.
- d. Maintenance or adjustments required due to vandalism, obsolescence of equipment, or misuse would be considered work under corrective maintenance and must be approved by the Agency. Any unauthorized work will be denied payment.

15. For purpose of clarification, any item not specifically excluded above shall be considered the Vendor's responsibility under the scope of the Full-Service Maintenance.

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19. Facility Location: Building 53, 135 W. Main Street, Clarksburg, WV 26301

Three (3) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	20378199	2500	Kone	Traction	5
Elev. # 2	20378200	2500	Kone	Traction	5
Elev. # 3	20378201	4000	Kone	Traction	5

20. Facility Location: Building 54, 400 Adams Street, Fairmont, WV 26554

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	H4725-2	4500	Schindler	Traction	5
Elev. #2	H4725	3500	Schindler	Traction	5

21. Facility Location: Building 55, 130 Stratton Street, Logan, WV 25601

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	738761	5000	Otis	Traction	5
Elev. #2	760907	2500	Otis	Traction	5

22. Facility Location: Building 74, 318-324 4th Avenue, South Charleston, WV 25305

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	E51770	2100	Dover	Hydraulic	3

23. Facility Location: Building 84, 1409 Greenbrier Street, Charleston, WV 25312

- One (1) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E57598	2500	Dover	Hydraulic	3

24. Facility Location: Building 86, 1124 Smith Street, Charleston, WV 25301

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	8580202	3000	Schindler	Hydraulic	5
* Elev. #2	8580201	3000	Schindler	Hydraulic	5

25. Facility Location: Building 88, 7 Players Club Drive, Charleston, WV 25311

- One (1) unit at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	413721	2500	Otis	Hydraulic	2

Pre-Bid Sign-In Sheet

Solicitation Number: GSD220000

Date of Pre-Bid Meeting: July 29,

Location of Prebid Meeting: 112

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>
MURPHY ELEVATOR	WALT BAKER	1004 4TH AVE HUNTINGTON, WV 25701	304-529-3220	304-697-0075
Murphy Elevator	Nick Caper	1004 4th Ave Huntington, WV, 25701	304-529-3220	304-697-0675
OTIS Elevator	Gary Roberts	4768 Chimney Dr. Charleston, WV 25302	304-8070299	
WV Elevator	Scott Goff	4784 Chimney Dr Charleston, WV 25302	304-881-1383	
TK Elevator	Eric Hackney	901 MORRIS ST. Charleston WV 25301	304-552-8798	866-812-5542
DC Elevator	Kathy Davis	521 SLACK ST OHAS WV 25302	304.552. 5533	304.346. 1086

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. If an individual attempts to represent two or more vendors, they will be required to select one vendor to which the individual's attendance will be attributed. If no selection is made, the individual's attendance will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ

Date of Pre-Bid Meeting: _____

Location of Prebid Meeting: _____

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>
Oracle Elevator	Chris Roberts	4778 Chimney Dr. Charleston, WV 25302	912-313-8776	
Allen Briers Schindler	Allen Briers	230 Bilmore Rd Pittsburgh PA 15205	412-578-6600	

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. If an individual attempts to represent two or more vendors, they will be required to select one vendor to which the individual's attendance will be attributed. If no selection is made, the individual's attendance will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

**REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance**

EXHIBIT B – AGENCY FACILITIES AND UNITS

Elevators listed with * will be part of an elevator modernization project and will be out of service for periods of time during this contract. Elevators listed with ** are currently being modernized and will not be a portion of this contract until after the warranty period for the new cars.

1. Facility Location: Capitol Complex, Building 1

- Eleven (11) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1, E Wing	98966	2500	Murphy	Traction	5
* Elev. #2, W. Wing	BE 8350	2500	Dover	Traction	5
Elev. #3, AG Office	200450	1800	Otis	Traction	3
* Elev. #4, MB	ET 9078	2500	Thyssen	Hydraulic	4
* Elev. #5, MB House	200447	2500	Otis	Traction	4
* Elev. #6, MB Senate	200448	2500	Otis	Traction	4
Elev. #7, MB, Gov. Off.	200449	1800	Otis	Traction	3
* Elev. #8, W Wing	107135	2500	Milar	Traction	5
* Elev. #9, E Wing	98967	2500	Murphy	Traction	5
W/C Lift, W Wing	AS16392	750	Porchlift	W/C Lift	2
W/C Lift, E Wing	AS16391	750	Porchlift	W/C Lift	2

2. Facility Location: Capitol Complex, Building 3

- Five (5) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	C-30184	3000	Dover	Traction	9
Elev. # 2	C-30185	3000	Dover	Traction	9
Elev. # 3	C-30186	3000	Dover	Traction	9
Elev. # 4	C-30187	3000	Dover	Traction	9
Elev. # 5, Frt.	22374	8000	Canton	Hydraulic	2

3. Facility Location: Capitol Complex, Building 4

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	B03085	2500	Dover	Traction	8
Elev. #2	B03086	2500	Dover	Traction	8
W/C Lift	6608LA	450	Porchlift	W/C Lift	2

4. Facility Location: Capitol Complex, Building 5

- Six (6) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207110	3500	Otis	Traction	11
* Elev. #2	207110	3500	Otis	Traction	11
* Elev. #3	207110	3500	Otis	Traction	11
* Elev. #4	207110	3500	Otis	Traction	11
* Elev. #5, Exe.	207110	3500	Otis	Traction	11
Elev. #6, Frt.	207110	3500	Otis	Traction	11

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

5. Facility Location: Capitol Complex, Building 6

- Five (5) units at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207117	3500	Otis	Traction	9
* Elev. #2	207118	3500	Otis	Traction	9
* Elev. #3	207119	3500	Otis	Traction	9
* Elev. #4	207120	3500	Otis	Traction	9
* Elev. #5	207116	5000	Otis	Traction	10

6. Facility Location: Capitol Complex, Building 7

- Two (2) units at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207121	2000	Otis	Hydraulic	3
* Elev. #2	207122	10000	Otis	Hydraulic	3

7. Facility Location: Capitol Complex, Building 8

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	01058HIH	750	Inclinator	Priv. Res.	4

8. Facility Location: Capitol Complex, Building 13

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	419793	2500	Otis	Hydraulic	4
Elev. #2	419792	2500	Otis	Hydraulic	4

9. Facility Location: Capitol Complex, Building 15

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EH 5329	2500	Dover	Hydraulic	2

10. Facility Location: Capitol Complex, Building 17

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E-53373	2100	Dover	Hydraulic	3

11. Facility Location: Building 20, 617 Leon Sullivan Way

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	16537	6000	Warner	Traction	6
Elev. # 2	FM03-114558	4000	Thyssen	Roped/Traction	6

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

12. Facility Location: Building 22, Lee & Dickinson Street, Charleston, WV 25301

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	BV 78943	2000	Thyssen	Traction	6
Elev. #2	BV 78944	2000	Thyssen	Traction	6
Elev. #3	BV 78945	2000	Thyssen	Traction	6

13. Facility Location: Building 23, 407 Neville Street, Beckley, WV26301

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	7332M	2500	Westinghouse	Traction	4
Elev. #2	EA 3028	3500	Dover	Hydraulic	5

14. Facility Location: Building 25, 5th & Avery Street, Parkersburg, WV 26101

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EA 7958	2500	Dover	Hydraulic	6
* Elev. #2	16455	6000	Warner	Traction	5

15. Facility Location: Building 32, 2699 Park Avenue, Huntington, WV 25704

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	EP 2511	5000	Thyssen	Hydraulic	2
Elev. #2	EP 2510	3000	Thyssen	Hydraulic	2

16. Facility Location: Building 34, 100 Municipal Plaza, Weirton, WV 26062

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	445758	3500	Otis	Hydraulic	2
Elev. #2	445759	5000	Otis	Hydraulic	2

17. Facility Location: Building 36, 321 Capitol Street, Charleston, WV 25301

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	E-89689	2500	Dover	Hydraulic	5
* Elev. #2	E-89690	2500	Dover	Hydraulic	5
* Elev. #3	E-89691	2000	Dover	Hydraulic	2
* Elev. #4	C 19319	4000	Shepard-Warner	Traction	5

18. Facility Location: Building 37, 610 57th Street, Charleston, WV 25314

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	ER 2654	3000	Thyssen	Hydraulic	3
Elev. #2	ER 2655	3000	Thyssen	Hydraulic	3
Elev. #3	ER 2656	3000	Thyssen	Hydraulic	3
Elev. #4	ER 2657	5000	Thyssen	Hydraulic	3

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC ELEVATOR

Company

Authorized Signature

8/30/2021

Date

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



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 889317

Doc Description: GSD Elevator Maintenance - Open-End

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-10 13:30	CRFQ 0211 GSD2200000004	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : DC ELEVATOR

Address : 521 SLACK STREET

Street :

City : CHARLESTON

State : WEST VIRGINIA

Country : UNITED STATES

Zip : 25301

Principal Contact : KATHY DAVIS

Vendor Contact Phone: 304.345.7222

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor
Signature X

FEIN# 61-0922853

DATE 8/30/2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance. This includes all elevators in buildings that are owned and operated by the West Virginia Department of Administration, per the documentation and Terms and Conditions as attached hereto.

MANDATORY Pre-Bid Meeting to be held on July 29, 2021 at 10:00 am at 112 California Ave, Building 4, 1st Floor Conference Room, Charleston, WV 25305

TECHNICAL Questions due on August 3, 2021 at 10:00 AM.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION
112 CALIFORNIA AVENUE,
5TH FLOOR
CHARLESTON WV
US

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
112 CALIFORNIA AVENUE,
5TH FLOOR
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Maintenance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Elevator Maintenance Contract - Bid MUST be submitted on Exhibit C - Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting to be held on July 29, 2021 at 10:00 AM	2021-07-29
2	Technical Questions due August 3, 2021 at 10:00 AM	2021-08-03

	Document Phase	Document Description	Page 3
GSD2200000004	Draft	GSD Elevator Maintenance - Open-End	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

112 California Avenue
Building 4, First Floor Conference Room
Charleston, WV 25305

Thursday July 29, 2021 at 10:00 AM

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 3, 2021 at 10:00 AM

Submit Questions to: Jessica Hovanec

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.L.Hovanec@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: GSD Elevator Maintenance

BUYER: Jessica Hovanec

SOLICITATION NO.: CRFQ 0211 GSD2200000004

BID OPENING DATE: August 10, 2021

BID OPENING TIME: 1:30pm

FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 10, 2021 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code §

5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in

accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national

or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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 included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ Award _____ and the initial contract term extends until _____ one-year from award _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
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4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually 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.

☐ **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:** This 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 this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are 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. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division 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 Purchasing Division 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Contractors License

☒ WV Electricians License

☒ NEIEP Certificate

☒ **PERFORMANCE & LABOR/MATERIAL BOND:** The apparent successful Vendor shall provide a Blanket Performance Bond & Blanket Labor/Material Bond in the equal to the total bid amount.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☒ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency'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.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This 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, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this 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.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division 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.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. 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 Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 agency 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia 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 the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this 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 this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation 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 Agency. 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 any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this 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 State 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 Agency 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State 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 Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or 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 Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, 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:

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 and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited 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 or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, 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, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 07/01/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: DC ELEVATOR

☒

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

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

 **BRANCH MANAGER**

(Name, Title)

KATHY DAVIS, BRANCH MANAGER

(Printed Name and Title)

521 SLACK STREET CHARLESTON, WV 25301

(Address)

304.345.7222 / 304.346.1086

(Phone Number) / (Fax Number)

kathy.davis@dcelevator.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DC ELEVATOR

(Company)

 **BRANCH MANAGER**

(Authorized Signature) (Representative Name, Title)

KATHY DAVIS BRANCH MANAGER

(Printed Name and Title of Authorized Representative)

8/30/2021

(Date)

304.345.7222 / 304.346.1086

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance, for elevators in buildings owned and operated by the West Virginia Department of Administration as listed in Exhibit B. All services shall ensure that the equipment is kept operating in accordance with manufacturer's specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Standard Safety Code for Elevators.

The list of elevators provided in Exhibit B is indicative of current elevators in buildings owned and operated by the Department of Administration. The contract that will be established from this solicitation will include any additional, or upgraded, elevators that may be installed during the life of this contract. A change order will be required to address any changes to the existing contract. Due to Elevator Modernization Project that is being performed concurrent with this project, there will be various elevators will be "out-of-service" for periods of this contract and will need to be adjusted accordingly.

In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

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

2.1 "Elevator Maintenance" means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.

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

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

2.4 "Pricing Pages" means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

- 2.5** “RFQ” means the official RFQ published by the Purchasing Division and identified as GSD2000000001.
- 2.6** “Call-back Service” shall be defined as maintenance service preformed between the hours of 5:01pm EST and 6:59am EST Monday through Friday, and all day on Saturday and Sunday, on an as-requested basis to correct a malfunction or failure in an elevator.
- 2.7** “Holidays” shall mean days designated by WV Code §2-2-1 as legal holidays (i.e., New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Days, Thanksgiving Day, Christmas Day).
- 2.8** “Full-Service Maintenance” shall mean routine inspections, replacement of parts, components, and material on elevator components or equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials and maintenance due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturers’ specifications and recommendations or in accordance with National Code Requirements. Full-Service Maintenance is inclusive of corrective and preventative maintenance required due to normal usage.
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
- 3.1 Full-Service Maintenance**
- 3.1.1** Full-Service Maintenance shall include all supervision, labor, materials, equipment, and tools necessary to keep all equipment operating in accordance with the manufacturers’ specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Safety Code for Elevators. Full-Service Maintenance shall be covered under the flat monthly rate as agreed upon herein.
- 3.1.2** Vendor shall provide full-time mechanic personnel for dedicated Full-Service Maintenance under this contract for all units located within the Charleston, WV metro area. Working hours covered by said personnel shall be between 7:00am EST and 5:00pm EST, Monday through Friday except State recognized holidays. During these established work hours, if meeting the Full-Service Maintenance requirements necessitates more

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

than one technician being on-site, as determined by the Division of Labor regulation on weight limitation or other such regulation which would require more than one person to perform the operation, the Vendor shall bear the responsibility of any additional man hours or costs.

- 3.1.3 For buildings outside the Charleston metro area (Buildings 23, 25, 32, 34, 53, 54, and 55) the Vendor shall follow the monthly maintenance schedule provided to the Agency Building Maintenance and Operations Manager.
- 3.1.4 Five (5) business days after award of the Contract, Vendor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleanings, routine maintenance, safety checks, and other Full-Service Maintenance.
- 3.1.5 Vendor shall continuously analyze equipment performance, including riding quality, equipment condition, operational systems, and perform all part replacements and adjustments required to maintain operating performance. Routine examinations and maintenance shall be made **at least twice monthly** for each elevator.

3.2 Call-Back Service

- 3.2.1 Vendor shall provide Call-Back Service for **all locations** listed in Exhibit B. Call-Back Service shall be covered under the flat monthly rate as agreed upon herein.
- 3.2.2 Call-Back Service shall be required whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends, or holidays. Work may be suspended for such time as is required to obtain needed parts, with approval, or instruction, by the Agency.
- 3.2.3 On-site response time for Call-Back Service calls shall be guaranteed within one (1) hour of telephone notification. In the event of an entrapment the Vendor shall be on scene in thirty (30) minutes or less. The deadline to respond on-site may only be waived, or extended, by written approval of the Agency. If the Vendor does not arrive on-site in the designated time and has not received written approval for the Agency, the Vendor must pay liquidated damages in the sum of \$75 per hour of delay.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

3.2.4 If additional maintenance and/or corrections are required to place the elevator back into service and the cause of the service call was not due to a transient problem related to work covered under the Full-Service Maintenance program, then the Vendor, upon approval of the Agency, in the form of a written release order will be entitled to invoice for the remedial corrections outside of the initial service call. No additional work will be paid for by the Agency without issuance of a written release order from an Agency representative.

3.3 Elevator Maintenance (Preventive and Corrective)

- 3.3.1** Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.
- 3.3.2** Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.
- 3.3.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.3.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.3.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.3.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.3.7** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.3.8** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

3.4 Preventive Maintenance:

- 3.4.1** Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.4.2** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.
- 3.4.3** Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 business days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.5 Corrective Maintenance:

- 3.5.1** Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.5.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four-hour response time with written permission from the Agency.
- 3.5.3** Corrective Maintenance must be performed between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
 - 3.5.3.1** Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by GSD Business Unit and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

3.5.4 Parts:

3.5.4.1 Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.

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

3.5.4.3 Third Party Repairs: Third-party service required to repair parts or components (e.g., motor rewinding, etc.) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

3.5.4.4 Disposal: Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

3.5.4.5 Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

3.6 Safety Checks and Tests

3.6.1 Inspection and Testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes, or regulations. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly, in accordance with the West Virginia Department of Labor guidelines and approved inspection services.

The Contractor shall be held responsible for damage to the elevator or building if inspection and testing is not conducted in accordance with the West Virginia Department of Labor guidelines and approved

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

inspection services.

- 3.6.2 All 5-year Full load safety tests, all annual no-load safety tests, and all I hydraulic relief tests shall be arranged and performed by the Contractor. Contractor shall file the proper tags and forms with the Division of Labor.
- 3.6.3 This Contract shall also require the Contractor to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector and/or designated West Virginia elevator consultant.
- 3.6.4 Contractor shall have 30 days to complete corrections or obtain a waiver from the Division of Labor.
- 3.6.5 Failure to complete correction and/or obtain a waiver (without the prior written approval of the Agency) may result in the imposition of liquidated damages, according to WV State Code §5A-3-4(8), at the rate of \$100 a day, beyond the 30-day deadline. If the elevator is tagged "out of service" by the Division of Labor, \$500 a day in liquidated damages will be assessed until such time that the correction is completed, or a waiver is obtained.
- 3.6.6 The Contractor shall maintain a minimum of 80% passing rate during annual inspection of owner's inventory, Exhibit B. Failure to meet the 80% service goal will result in a \$100 penalty for each percent from goal. Liquidated damages still apply under section §5A-3-4(8) for failure to return a non-passing car to full service within the 30-day time limit as measured from date of inspection.
- 3.6.7 The Contractor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Contractor shall be responsible for coordinating and scheduling all inspections with the third-party Contractor.
- 3.6.8 Monthly, the Contractor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.
- 3.6.9 When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly to insure operability. A written record of this test shall be kept in the elevator

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

3.7 Removal from Service

- 3.7.1** Only under emergency situations will the Contractor remove an elevator from service without prior approval from the Agency. Any elevator removed from service by the Contractor for maintenance shall be restored to service promptly. Under no circumstance shall any elevator covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Contractor has obtained approval from the Agency. The request for approval should include a description of the maintenance actions, estimated length of time service will be down and should be made well enough in advance so that the downtime can be scheduled.
- 3.7.2** Should any elevator covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time beyond seven (7) days for renovations, etc., the Contractor shall reduce the monthly charge by one-thirtieth (1/30) for each day the elevator is out of service.
- 3.7.3** If an elevator is taken out of service, the Agency will notify the Contractor in writing and will remove the elevator from coverage the first day of the next month. The cost of the coverage for the unit will be deducted from the monthly unit price.
- 3.7.4** The amount of liquidated damages assessed against the Contractor will be deducted from monthly payments.

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

- 4.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 4.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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GSD2000000001 Elevator Maintenance

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

5. QUALIFICATIONS:

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

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

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

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

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.4.3 WV Contractor's License

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

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

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

- 6.1 Preventive Maintenance Log:** Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of elevator equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.
- 6.2 Corrective Maintenance Log:** Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.
- 6.3 Monthly Failure Log:** Vendor shall maintain a log of all elevator failures during this Contract. The log must include the cause of the failure, the resolution to correct the failure, the name of the individual performing the work, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the work, and the date and time of the work. Vendor shall submit a copy of this log to the Agency on a monthly basis.
- 6.4 Quarterly and Annual Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

- 8. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An example of a properly completed Pricing Page is shown below for reference purposes only:

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$2,400</u>
Hourly Labor Rate	X	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>
Total Cost				<u>\$ 24,400</u>

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9. ORDERING

9.1 Preventive Maintenance Ordering: After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.

9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.

10. CONTRACT VALUE LIMIT

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

11. BILLING / PAYMENT:

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

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11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

11.2.2 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier	
<u>Example</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost.
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

11.3. Invoices shall be submitted for payment (in arrears) and must include the following information:

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11.3.1. Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract Number.

11.3.2. Invoices shall be mailed to the following address:

General Services Division
Attn: Business Manager
Building 4, Fifth Floor
112 California Avenue
Charleston, WV 25305

11.3.3. Or, emailed to GSDInvoices@wv.gov

12. DEFAULT:

12.1 The following shall be considered a default under this Contract.

12.1.1 Failure to perform Elevator Maintenance in accordance with the requirements contained in herein.

12.1.2 Failure to comply with other specifications and requirements contained herein.

12.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Elevator Maintenance generally.

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract.

12.2.2 Cancellation of one or more release orders issued under this Contract.

12.2.3 Any other remedies available in law or equity.

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

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EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, but are not limited to:
- i. Check machine room doors are all self-closing and self-locking.
 - ii. Ensure all lights and AC are working in the elevator room.
 - iii. Ensure all shunt trip breaker lights are working.
 - iv. Service & Testing logs are present and up to date, including fire alarms, smoke detectors, emergency power.
 - v. Check phone and intercom for proper operation.

2. Testing

- a. Annual safety test, five-year full load safety test, I hydraulic relief test.** Vendor must arrange and perform all 5-year full load safety tests, all annual safety tests, and all I hydraulic relief tests. Tests must be in accordance with the standards set forth in American Standard Safety Practices for the Inspection of Elevators A17.2---ASA and American Standard Safety Code for Elevators, A17.1---ASA, or later versions of the ASA if applicable. Vendor shall be responsible for coordinating the annual safety testing with an Inspector who is approved by the West Virginia Division of Labor. Vendor shall provide certified test reports to the Agency as soon as practicable. Vendor shall file the proper paperwork and tags with the Division of Labor. Vendor must also accomplish any corrective work as deemed necessary by the assigned Labor and industry Elevator Inspector, WV approved third party inspector and/or designated WV elevator consultant. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.
- b. Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep elevators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

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3. Entrapment

- a. Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.
- 4. System Restart:** Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.
- 5. Machine Rooms:** Controllers, Hoist Motors, Generators, shall be kept clean of dirt, dust, and oil. Seals shall be changed as needed to prevent leakage. Brushes changed on an as-needed basis to prevent commutator damages. Refill gear cases and guide lubricators. Oil reservoirs shall be kept properly sealed to prevent leakage. Vendor shall use lubricants recommended by the manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.
- 6. Hoistway:** All Hoistways shall be cleaned annually. Hoistway doors, tracks, hangers, guide shoes or guide rollers and relating cables shall be changed as needed. Lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated every six months. All pits shall be cleaned as needed. All compensating sheaves, cables, chains, and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned every six months.
- 7. Hydraulic Elevators:** Pit drip buckets must be emptied regularly to prevent overflow. If a 5-gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil.
- 8. Car Speeds:** At all times, the Vendor shall maintain the efficiency, speed and safety for the elevator as designated by the original manufacturer. This includes acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.
- 9. Door Speeds:** All door opening and closing speeds are thrust shall be maintained.

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- 10. Fire Services:** When fire service is present it shall be tested every 30 days and recorded in the machine room. This includes emergency lights, alarms, telephones, fire recall and emergency recall. Vendor shall properly note the date on the chart in the elevator machine room.
- 11. Suspension, Comp Ropes, and Governor Lines:** All suspension ropes, compensating ropes, and governor lines shall be examined and equalized and be changed per code. Replacement ropes shall meet all code requirements and shall be equal or better than the original ropes in design, material, construction, and strength as specified by the elevator manufacturer.
- 12. Vendor shall replace, or make corrections to the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons:**
- a. Hoisting machines and machine brakes.
 - b. Motor generators or solid-state motor drives, and starters.
 - c. Transformers, and filters.
 - d. Control, selector, dispatch, signal, and relay panels.
 - e. Hoisting motors, selector motors and drives.
 - f. Tension frames, and magnet frames.
 - g. Worms, gears, bearings, thrusts, and rotating elements.
 - h. Brakes, coils linings, shoes, and pins.
 - i. Brushes, commutators, windings, and coils.
 - j. Contacts, relays, resistors, and transistors.
 - k. Solid-state panels, boards, and control devices.
 - l. Computers, PLC's, and video monitors.
 - m. PLC's software and hardware.
 - n. Hydraulic power units, pumps, and valves.
 - o. Operating valves, manual and automatic.
 - p. Pistons and their packing.
 - q. Mufflers and silencers.
 - r. Pipe and pipe fittings located above ground.
 - s. Control wiring, electric wiring, and fuses.
 - t. Hydraulic fluid.
 - u. Hydraulic fluid reservoirs, and heater for oil reservoirs.
 - v. Guide shoes and rollers.
 - w. Control cables, wire ropes and cables.
 - x. Hoisting and governor cables and their fastenings.

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- y. Drive, governor, deflector and compensating sheaves and their contacts.
- z. Car and counterweight safeties.
- aa. Overspeed governors.
- bb. Buffers and their contacts.
- cc. Limit, landing, leveling and slow-down switches, and emergency lowering devices.
- dd. Anti-creep devices.
- ee. Operating buttons and switches, including key type.
- ff. Hatch door interlocks and gate and door contacts.
- gg. Door and gate operating equipment, and grates.
- hh. Door protective devices.
- ii. Load weighting and dispatching devices.
- jj. Compensating cables or chains.
- kk. Position and speed encoders.
- ll. Indicator lamps and indicator LED's.
- mm. Car station telephones.
- nn. Batteries for all equipment.
- oo. Remote monitoring devices.
- pp. Cylinders and casing.
- qq. Hoistway gates, doors, frames, and sills.
- rr. Hoistway enclosures.
- ss. Emergency car lights.
- tt. Car enclosures including wall panels, ceiling diffusers, door gates, ventilation equipment, handrails, and mirrors.
- uu. Cover plates for signals, signal bells and signal systems.
- vv. Music systems, car heaters and or air conditioners.
- ww. Communication systems (intercoms), telephone cables.
- xx. Smoke and heat sensors.
- yy. Main line power switches, breakers, and feeders to elevator control equipment.

- 13. Appearance features of elevator operations shall be covered to the same extent as any other mechanical features of the elevators. Vendor shall be required to maintain hall buttons, alarms, emergency telephone equipment, lamps, and fixtures (including car lighting), car operating panels, buttons and lamps, position indicators and lamps and legally required public signage (e.g., ADA, NFPA, DOL certificate). Vendor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency. Vendor shall take any action necessary to correct these deficiencies within two (2) business days and will report to the Agency when the items have been corrected.**

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Agency shall assess liquidated damages of \$50 per calendar day, each day beyond the allotted two (2) business days given to the Vendor to correct user-friendly deficiencies.

14. Excluded shall be:

- a.** Carpets and applied floor coverings.
- b.** Underground piping for hydraulic elevators and any enhancements to existing equipment, or new installations not required to keep the car in operation.
- c.** Buried cylinders and casings.
- d.** Maintenance or adjustments required due to vandalism, obsolescence of equipment, or misuse would be considered work under corrective maintenance and must be approved by the Agency. Any unauthorized work will be denied payment.

15. For purpose of clarification, any item not specifically excluded above shall be considered the Vendor's responsibility under the scope of the Full-Service Maintenance.

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EXHIBIT B – AGENCY FACILITIES AND UNITS

Elevators listed with * will be part of an elevator modernization project and will be out of service for periods of time during this contract. Elevators listed with ** are currently being modernized and will not be a portion of this contract until after the warranty period for the new cars.

1. Facility Location: Capitol Complex, Building 1

- Eleven (11) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1, E Wing	98966	2500	Murphy	Traction	5
* Elev. #2, W. Wing	BE 8350	2500	Dover	Traction	5
Elev. #3, AG Office	200450	1800	Otis	Traction	3
* Elev. #4, MB	ET 9078	2500	Thyssen	Hydraulic	4
* Elev. #5, MB House	200447	2500	Otis	Traction	4
* Elev. #6, MB Senate	200448	2500	Otis	Traction	4
Elev. #7, MB, Gov. Off.	200449	1800	Otis	Traction	3
* Elev. #8, W Wing	107135	2500	Milar	Traction	5
* Elev. #9, E Wing	98967	2500	Murphy	Traction	5
W/C Lift, W Wing	AS16392	750	Porchlift	W/C Lift	2
W/C Lift, E Wing	AS16391	750	Porchlift	W/C Lift	2

2. Facility Location: Capitol Complex, Building 3

- Five (5) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	C-30184	3000	Dover	Traction	9
Elev. # 2	C-30185	3000	Dover	Traction	9
Elev. # 3	C-30186	3000	Dover	Traction	9
Elev. # 4	C-30187	3000	Dover	Traction	9
Elev. # 5, Frt.	22374	8000	Canton	Hydraulic	2

3. Facility Location: Capitol Complex, Building 4

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	B03085	2500	Dover	Traction	8
Elev. #2	B03086	2500	Dover	Traction	8
W/C Lift	6608LA	450	Porchlift	W/C Lift	2

4. Facility Location: Capitol Complex, Building 5

- Six (6) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207110	3500	Otis	Traction	11
* Elev. #2	207110	3500	Otis	Traction	11
* Elev. #3	207110	3500	Otis	Traction	11
* Elev. #4	207110	3500	Otis	Traction	11
* Elev. #5, Exe.	207110	3500	Otis	Traction	11
Elev. #6, Frt.	207110	3500	Otis	Traction	11

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5. Facility Location: Capitol Complex, Building 6

- Five (5) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207117	3500	Otis	Traction	9
* Elev. #2	207118	3500	Otis	Traction	9
* Elev. #3	207119	3500	Otis	Traction	9
* Elev. #4	207120	3500	Otis	Traction	9
* Elev. #5	207116	5000	Otis	Traction	10

6. Facility Location: Capitol Complex, Building 7

- Two (2) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207121	2000	Otis	Hydraulic	3
* Elev. #2	207122	10000	Otis	Hydraulic	3

7. Facility Location: Capitol Complex, Building 8

- One (1) unit at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	01058HHH	750	Inclinor	Priv. Res.	4

8. Facility Location: Capitol Complex, Building 13

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	419793	2500	Otis	Hydraulic	4
Elev. #2	419792	2500	Otis	Hydraulic	4

9. Facility Location: Capitol Complex, Building 15

- One (1) unit at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EH 5329	2500	Dover	Hydraulic	2

10. Facility Location: Capitol Complex, Building 17

- One (1) unit at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E-53373	2100	Dover	Hydraulic	3

11. Facility Location: Building 20, 617 Leon Sullivan Way

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	16537	6000	Warner	Traction	6
Elev. # 2	FM03-114558	4000	Thyssen	Roped/Traction	6

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12. Facility Location: Building 22, Lee & Dickinson Street, Charleston, WV 25301

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	BV 78943	2000	Thyssen	Traction	6
Elev. #2	BV 78944	2000	Thyssen	Traction	6
Elev. #3	BV 78945	2000	Thyssen	Traction	6

13. Facility Location: Building 23, 407 Neville Street, Beckley, WV26301

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	7332M	2500	Westinghouse	Traction	4
Elev. #2	EA 3028	3500	Dover	Hydraulic	5

14. Facility Location: Building 25, 5th & Avery Street, Parkersburg, WV 26101

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EA 7958	2500	Dover	Hydraulic	6
* Elev. #2	16455	6000	Warner	Traction	5

15. Facility Location: Building 32, 2699 Park Avenue, Huntington, WV 25704

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	EP 2511	5000	Thyssen	Hydraulic	2
Elev. #2	EP 2510	3000	Thyssen	Hydraulic	2

16. Facility Location: Building 34, 100 Municipal Plaza, Weirton, WV 26062

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	445758	3500	Otis	Hydraulic	2
Elev. #2	445759	5000	Otis	Hydraulic	2

17. Facility Location: Building 36, 321 Capitol Street, Charleston, WV 25301

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	E-89689	2500	Dover	Hydraulic	5
* Elev. #2	E-89690	2500	Dover	Hydraulic	5
* Elev. #3	E-89691	2000	Dover	Hydraulic	2
* Elev. #4	C 19319	4000	Shepard-Warner	Traction	5

18. Facility Location: Building 37, 610 57th Street, Charleston, WV 25314

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	ER 2654	3000	Thyssen	Hydraulic	3
Elev. #2	ER 2655	3000	Thyssen	Hydraulic	3
Elev. #3	ER 2656	3000	Thyssen	Hydraulic	3
Elev. #4	ER 2657	5000	Thyssen	Hydraulic	3

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19. Facility Location: Building 53, 135 W. Main Street, Clarksburg, WV 26301

Three (3) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	20378199	2500	Kone	Traction	5
Elev. # 2	20378200	2500	Kone	Traction	5
Elev. # 3	20378201	4000	Kone	Traction	5

20. Facility Location: Building 54, 400 Adams Street, Fairmont, WV 26554

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	H4725-2	4500	Schindler	Traction	5
Elev. #2	H4725	3500	Schindler	Traction	5

21. Facility Location: Building 55, 130 Stratton Street, Logan, WV 25601

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	738761	5000	Otis	Traction	5
Elev. #2	760907	2500	Otis	Traction	5

22. Facility Location: Building 74, 318-324 4th Avenue, South Charleston, WV 25305

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	E51770	2100	Dover	Hydraulic	3

23. Facility Location: Building 84, 1409 Greenbrier Street, Charleston, WV 25312

- One (1) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E57598	2500	Dover	Hydraulic	3

24. Facility Location: Building 86, 1124 Smith Street, Charleston, WV 25301

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	8580202	3000	Schindler	Hydraulic	5
* Elev. #2	8580201	3000	Schindler	Hydraulic	5

25. Facility Location: Building 88, 7 Players Club Drive, Charleston, WV 25311

- One (1) unit at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	413721	2500	Otis	Hydraulic	2

WV Department of Administration-Owned Elevators

LocationName	SerialNo.	Capacity	Make	Type	Speed	Land	InstallYr	Mod Yr
Capitol Complex, Building 1, Ele #1, East Wing	98966	2,500	Murphy	Elev/Trac	350	5	1996	---
Capitol Complex, Building 1, Ele #2, East Wing	BE 8350	2,500	Dover	Elev/Trac	350	5	1994	---
Capitol Complex, Building 1, Ele #3, MB, Attorney General Office	200450	1,800	Otis	Elev/Trac	100	3	1926	1998
Capitol Complex, Building 1, Ele #4, MB	ET 9078	2,500	Thyssen	Elev/Hyd	125	4	2005	---
Capitol Complex, Building 1, Ele #5, MB, House Side	200447	2,500	Otis	Elev/Trac	500	4	1926	1997
Capitol Complex, Building 1, Ele #6, MB, Senate side	200448	2,500	Otis	Elev/Trac	500	4	1926	1997
Capitol Complex, Building 1, Ele #7, MB, Gov. Office	200449	1,800	Otis	Elev/Trac	100	3	1926	2004
Capitol Complex, Building 1, Ele #8, West Wing	107135	2,500	Millar	Elev/Trac	350	5	1997	---
Capitol Complex, Building 1, Ele #9, West Wing	98967	2,500	Murphy	Elev/Trac	350	5	1996	---
Capitol Complex, Building 1, W/C Lift, West Wing	AS16392	750	Porchlift	WC Lift	15	2	1994	---
Capitol Complex, Building 1, W/C Lift, East Wing	AS16391	750	Porchlift	WC Lift	15	2	1994	---
Capitol Complex, Building 3, Ele #1	C-30184	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 3, Ele #2	C-30185	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 3, Ele #3	C-30186	3,000	Dover	Elev/Trac	500	9	1979	2005
Capitol Complex, Building 3, Ele #4	C-30187	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 4, #1, Left	B03085	2,500	Dover	Elev/Trac	500	8	1953	1991
Capitol Complex, Building 4, #2, Right	B03086	2,500	Dover	Elev/Trac	500	8	1953	1991
Capitol Complex, Building 4, W/C Lift,	6608LA	450	Porchlift	WC Lift	20	2	2001	---
Capitol Complex, Building 5, Ele #1	207110	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #2	207111	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #3	207112	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #4	207113	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #5, Executive	207114	2,500	Otis	Elev/Trac	500	11	1968	2006
Capitol Complex, Building 5, Ele #6, Frt	207115	5,000	Otis	Elev/Trac	350	12	1968	---
Capitol Complex, Building 6, Ele #1	207117	3,500	Otis	Elev/Trac	500	9	1968	2007
Capitol Complex, Building 6, Ele #2	207118	3,500	Otis	Elev/Trac	500	9	1968	2007
Capitol Complex, Building 6, Ele #3	207119	3,500	Otis	Elev/Trac	500	9	1968	2002
Capitol Complex, Building 6, Ele #4	207120	3,500	Otis	Elev/Trac	500	9	1968	2002
Capitol Complex, Building 6, Ele #5	207116	5,000	Otis	Elev/Trac	350	10	1968	---
Capitol Complex, Building 7, Ele #1	207121	2,000	Otis	Elev/Hyd	125	3	1968	---
Capitol Complex, Building 7, Ele #2, Frt	207122	10,000	Otis	Elev/Hyd	100	3	1968	---
Capitol Complex, Building 8, Ele #1, Governors Mansion	01058HIH	750	Inclinator	Priv Res	37	4	2004	---
Capitol Complex, Building 13, Ele #1, Parking Garage	419793	2,500	Otis	Elev/Hyd	125	4	1999	---
Capitol Complex, Building 13, Ele #2, Parking Garage	419792	2,500	Otis	Elev/Hyd	125	4	1999	---

LocationName	SerialNo.	Capacity	Make	Type	Speed	Land	InstallYr	Mod Yr
Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	EH 5329	2,500	Dover	Elev/Hyd	100	2	1997	---
Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	E-53373	2,100	Dover	Elev/Hyd	100	3	1978	---
Building 20, Ele #1, 617 Leon Sullivan Way, (Old Liquor Whs)	16537	6,000	Warner	Elev/Trac	75	6	1955	---
Building 20, Ele #2, 617 Leon Sullivan Way, (Old Liquor Whs)	FM03-114558	4,000	Thyssen	Roped/Hyd	150	6	2008	---
Building 22, Ele #1, Tax & Revenue, Lee & Dickinson St.	BV 7943	2,000	Thyssen	Elev/Trac	250	6	2007	---
Building 22, Ele #2, Tax & Revenue, Lee & Dickinson St.	BV 7944	2,000	Thyssen	Elev/Trac	250	6	2007	---
Building 22, Ele #3, Tax & Revenue, Lee & Dickinson St.	BV 7945	2,000	Thyssen	Elev/Trac	200	6	2006	---
Building 23, Ele #1, 407 Neville St., Beckley	7332M	2,500	Westinghouse	Elev/Trac	200	4	1957?	1974
Building 23, Ele #2, 407 Neville St., Beckley	EA 3028	3,500	Dover	Elev/Hyd	140	5	1988	---
Building 25, Ele #1, WV St Office, 400 Avery St., Parkersburg	EA 7958	2,500	Dover	Elev/Hyd	100	6	1989	---
Building 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	16455	6,000	Warner	Elev/Trac	100	5	1955	---
Building 32, Ele #1, WV St Office, 2699 Park Ave, Huntington	EP 2511	5,000	Thyssen	Elev/Hyd	125	2	2002	---
Building 32, Ele #2, WV St Office, 2699 Park Ave, Huntington	EP 2510	3,000	Thyssen	Elev/Hyd	110	2	2002	---
Building 34, Ele #1, WV St Offc, 100 Municipal Plza, Weirton	445758	3,500	Otis	Elev/Hyd	125	2	2005	---
Building 34, Ele #2, WV St Offc, 100 Municipal Plza, Weirton	445759	5,000	Otis	Elev/Hyd	125	2	2005	---
Building 36, Ele #1, One Davis Square, 321 Capital St.	E-89689	2,500	Dover	Elev/Hyd	150	5	1986	---
Building 36, Ele #2, One Davis Square, 321 Capital St.	E-89690	2,500	Dover	Elev/Hyd	150	5	1986	---
Building 36, Ele #3, One Davis Square, 321 Capital St.	E-89691	2,000	Dover	Elev/Hyd	100	2	1986	---
Building 36, Ele #4, One Davis Square, 321 Capital St.	C 19319	4,000	Shepard-Warner	Elev/Trac/F	75	5	1957	---
Building 37, Ele #1, DEP-Kanawha City, 610 57th St.	ER 2654	3,000	Thyssen	Elev/Hyd	160	3	2004	---
Building 37, Ele #2, DEP-Kanawha City, 610 57th St.	ER 2655	3,000	Thyssen	Elev/Hyd	160	3	2004	---
Building 37, Ele #3, DEP-Kanawha City, 610 57th St.	ER 2656	3,000	Thyssen	Elev/Hyd	160	3	2004	---
Building 37, Ele #4, DEP-Kanawha City, 610 57th St.	ER 2657	5,000	Thyssen	Elev/Hyd	150	3	2004	---
Building 53, Ele #1, 153 W. Main St. Clarksburg, WV	20378199	2500	Kone	Elev/Trac		5	2016	
Building 53, Ele #2, 153 W. Main St. Clarksburg, WV	20378200	2500	Kone	Elev/Trac		5	2016	
Building 53, Ele #3, 153 W. Main St. Clarksburg, WV	20378201	4000	Kone	Elev/Trac		5	2015	
Building 54, Ele #1, WV St Offic, 400 Adams St, Fairmont	H4725-2	4,500	Schindler	Elev/Trac		5	2014	

Exhibit B

WV Department of Administration-Owned Elevators

<u>LocationName</u>	<u>SerialNo.</u>	<u>Capacity</u>	<u>Make</u>	<u>Type</u>	<u>Speed</u>	<u>Land</u>	<u>InstallYr</u>	<u>Mod Yr</u>
Building 54, Ele #2, WV St Offic, 400 Adams St. Fairmont	H4725	3,500	Schindler	Elev/Trac		5	2014	
Building 55, Ele #1, WV St Offic, 130 Stratton St, Logan	738761	5,000	Otis	Elev/Trac		5	2013	
Building 55, Ele #1, WV St Offic, 130 Stratton St, Logan	760907	2,500	Otis	Elev/Trac		5	2013	
Building 74, Ele #1 WV St Ofc, 318 4th Ave. So. Charleston	E51770	2,100	Dover	Elev/Hyd		3		
Building 84, Ele#1 WV St Ofc, 1409 Greenbrier St,Charleston	E57598	2,500	Dover	Elev/Hyd		3	1979	---
Building 86, Ele #1 WV St Offc , 1124 Smith Street, Charleston	8580202	3,000	Schindler	Elev/Hyd		5	1994	
Building 86, Ele #2 WV St Offc , 1124 Smith Street, Charleston	8580201	3,000	Schindler	Elev/Hyd		5	1994	
Building 88, Ele#1 WV St Ofc, 7 Players Club Drive,Charleston	413721	2,500	Otis	Elev/Hyd	100	2	1998	

REQUEST FOR QUOTATION
GSD200000001 Elevator Maintenance
Exhibit C - Pricing Pages

Preventative Maintenance:

Capitol Complex, Building 1

	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Yearly Charge</u>
Elevator #1, East Wing	\$350.00	12	\$4,200.00
Elevator #2, East Wing	\$350.00	12	\$4,200.00
Elevator #3, MB, AG Office	\$350.00	12	\$4,200.00
Elevator #4, MB	\$350.00	12	\$4,200.00
Elevator #5, MB, House Side	\$350.00	12	\$4,200.00
Elevator #6, MB, Senate side	\$350.00	12	\$4,200.00
Elevator #7, MB, Gov. Office	\$350.00	12	\$4,200.00
Elevator #8, West Wing	\$350.00	12	\$4,200.00
Elevator #9, West Wing	\$350.00	12	\$4,200.00
W/C Lift, West Wing	\$87.00	12	\$1,044.00
W/C Lift, East Wing	\$87.00	12	\$1,044.00

Capitol Complex, Building 3

Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Elevator #3	\$350.00	12	\$4,200.00
Elevator #4	\$350.00	12	\$4,200.00
Elevator #5, Frt.	\$350.00	12	\$4,200.00

Capitol Complex, Building 4

Elevator #1, Left	\$350.00	12	\$4,200.00
Elevator #2, Right	\$350.00	12	\$4,200.00
W/C Lift,	\$87.00	12	\$1,044.00

Capitol Complex, Building 5

Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Elevator #3	\$350.00	12	\$4,200.00
Elevator #4	\$350.00	12	\$4,200.00
Elevator #5, Executive	\$350.00	12	\$4,200.00
Elevator #6, Frt	\$350.00	12	\$4,200.00

Capitol Complex, Building 6

Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Elevator #3	\$350.00	12	\$4,200.00
Elevator #4	\$350.00	12	\$4,200.00
Elevator #5	\$350.00	12	\$4,200.00

Capitol Complex, Building 7

Elevator #1	\$137.00	12	\$1,644.00
Elevator #2, Frt	\$137.00	12	\$1,644.00

Capitol Complex, Building 8

Elevator #1, Governors Mansion	\$87.00	12	\$1,044.00
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Capitol Complex, Building 13

Elevator #1, Parking Garage	\$137.00	12	\$1,644.00
Elevator #2, Parking Garage	\$137.00	12	\$1,644.00

Capitol Complex, Building 15

Elevator #1, 2019 Wash. St E.	\$137.00	12	\$1,644.00
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Capitol Complex, Building 17

Elevator #1, 2101 Wash. St E.	\$137.00	12	\$1,644.00
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Building 20, Leon Sullivan Way

Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$137.00	12	\$1,644.00

Building 22, Lee and Dickinson

Elevator #1, Tax & Revenue	\$350.00	12	\$4,200.00
Elevator #2, Tax & Revenue	\$350.00	12	\$4,200.00
Elevator #3, Tax & Revenue	\$350.00	12	\$4,200.00

Building 23, Beckley, WV

Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$137.00	12	\$1,644.00

Building 25, Parkersburg, WV

Elevator #1	\$137.00	12	\$1,644.00
Elevator #2	\$350.00	12	\$4,200.00

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance
Exhibit C - Pricing Pages

	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Yearly Charge</u>
Building 32, Huntington, WV			
Elevator #1	\$137.00	12	\$1,644.00
Elevator #2	\$137.00	12	\$1,644.00
Building 34, Weirton, WV			
Elevator #1	\$300.00	12	\$3,600.00
Elevator #2	\$300.00	12	\$3,600.00
Building 36, One Davis Square			
Elevator #1	\$137.00	12	\$1,644.00
Elevator #2	\$137.00	12	\$1,644.00
Elevator #3	\$137.00	12	\$1,644.00
Elevator #4	\$300.00	12	\$3,600.00
Building 37, DEP Kanawha City			
Elevator #1	\$137.00	12	\$1,644.00
Elevator #2	\$137.00	12	\$1,644.00
Elevator #3	\$137.00	12	\$1,644.00
Elevator #4	\$137.00	12	\$1,644.00
Bldg. 53, Clarksburg			
Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Elevator #3	\$350.00	12	\$4,200.00
Bldg. 54, Fairmont, WV			
Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Bldg. 55, Logan, WV			
Elevator #1	\$350.00	12	\$4,200.00
Elevator #2	\$350.00	12	\$4,200.00
Bldg. 86, Smith Street, Chas			
Elevator #1	\$137.00	12	\$1,644.00
Elevator #2	\$137.00	12	\$1,644.00
Bldg. 74, South Charleston			
Elevator #1	\$137.00	12	\$1,644.00
Bldg. 84, Greenbrier St., Chas			
Elevator #1	\$137.00	12	\$1,644.00
Bldg. 88, Players Club Dr., Chas			
Elevator #1	\$137.00	12	\$1,644.00
	Total Yearly Charge		\$212,988.00

* Total Yearly Charge is the sum of the Yearly Charge for all Buildings.

Corrective Maintenance:

Hourly Labor Rate	X Estimated Hours	=	Total Labor Cost
\$ 220.00	200	=	\$44,000.00
Estimated Parts Cost	X Multiplier	=	Total Parts Cost
\$10,000.00	1.10	=	\$11,000.00
Total Cost*	\$267,988.00		

*Total Cost is calculated by Adding the Total Yearly Cost, Total Labor Cost and the Total Parts Cost.



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

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: DC ELEVATOR

Authorized Signature: _____

Date: 8/30/2021

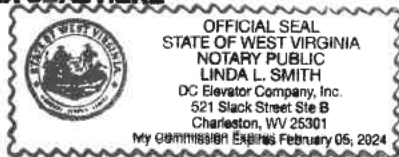
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 30 day of AUGUST, 2021.

My Commission expires FEBRUARY 5, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

Linda L. Smith

Purchasing Affidavit (Revised 01/19/2018)



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

I, KATHY DAVIS, after being first duly sworn, depose and state as follows:

1. I am an employee of DC ELEVATOR; and,
(Company Name)

2. I do hereby attest that DC ELEVATOR
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: KATHY DAVIS

Signature: 

Title: BRANCH MANAGER

Company Name: DC ELEVATOR

Date: 8/30/2021

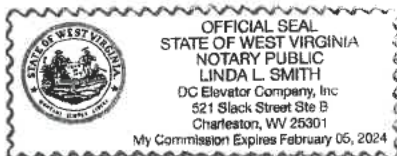
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Taken, subscribed and sworn to before me this 30 day of AUGUST, 2021.

By Commission expires FEBRUARY 5, 2024

(Seal)




(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:Contract Number: CRFQ 0211GSD2200000004Contract Purpose: GSD ELEVATOR MAINTENANCE - OPEN ENDAgency Requesting Work: DEPARTMENT OF ADMINISTRATION / GENERAL SERVICES DIVISION

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:Vendor Name: DC ELEVATORVendor Telephone: 304.345.7222Vendor Address: 521 SLACK STREET
CHARLESTON, WV 25301Vendor Fax: 304.346.1086Vendor E-Mail: kathy.davis@dcelevator.com

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, D. C. Elevator, Inc.
of Charleston, West Virginia, as Principal, and Arch Insurance Company
of Philadelphia, Pennsylvania, a corporation organized and existing under the laws of the State of Missouri with its principal office in the City of Philadelphia, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of five percent of the amount bid (\$ 5% of bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Elevator Maintenance
Solicitation No. CRFQ 0211 GSD2200000004

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 31st day of August, 20 21.

Principal Seal

D. C. Elevator, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal

Arch Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Tammy L. Masterson

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Tammy L. Masterson of Louisville, KY

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

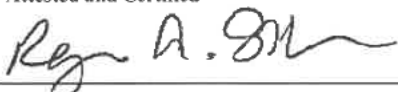
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **26th day of October, 2020**

Attested and Certified



Regan A. Shulman, Secretary



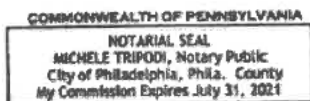
Arch Insurance Company



Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



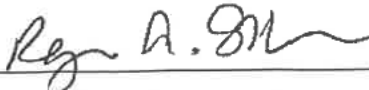


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 26, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of August, 2021.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

DC Elevator

1. LOCAL OFFICE:
DC ELEVATOR COMPANY
521 SLACK STREET
CHARLESTON, WV 25301
(304) 345-7222
 - a) CHARLES, "CHUCK" SHARP, PRESIDENT
709 MILES POINT WAY
LEXINGTON, KY 40510

CORPORATE OFFICE PHONE: (859)254-8224
 - b) DC ELEVATOR is a corporation established in 1977.
 - c) FEDERAL EMPLOYER I.D. NUMBER: 61-0922853
 - d) Primary Contact:
KATHY DAVIS, WV (CHARLESTON) BRANCH MANAGER
 - e) Please see the attached insurance certificate.
 - f) Please see the attached WV Contractors License.
 - g) DC Elevator background checks are performed by IndentoGO Center in South Charleston and also by the US Department of Justice and Federal Bureau of Prisons for our mechanics.

521 Slack Street
PHONE : 304.345.7222 • FAX: 304.346.1086
CHARLESTON, WV 25301
An Equal Opportunity Employer

West Virginia Division of Labor
Elevator Mechanic License



License Number: [REDACTED]

Issued To:

Paul M. Breeding

Expiration Date:

3/31/2022

A handwritten signature in cursive script, reading "Mitchell E. Washburn".

Authorized Signature



Elevator Mechanic License

License Number [REDACTED]

Issued To:

Jason A. Rucker

Expiration Date:

9/30/2023

A handwritten signature in blue ink, appearing to read "Mitchell E. Wadman".

Authorized Signature

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV041952

Classification:
ELECTRICAL

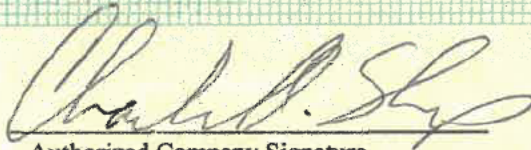
D C ELEVATOR INC
DBA D C ELEVATOR
709 MILES POINT WAY
LEXINGTON, KY 40510

Date Issued

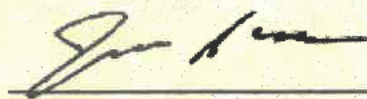
Expiration Date

FEBRUARY 19, 2021

FEBRUARY 19, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**D C ELEVATOR INC
DBA D-C ELEVATOR COMPANY INC
124 VENTURE COURT STE-1
LEXINGTON, KY 40511**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1049-7606**

This certificate is issued on: **06/11/2010**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**



UEINVES-01

DBREWER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2021

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
Louisville / AssuredPartners NL
2305 River Road
Louisville, KY 40206

CONTACT NAME: Desiree Brewer

PHONE
(A/C, No, Ext): (812) 206-5529 1529FAX
(A/C, No):E-MAIL
ADDRESS: desiree.brewer@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyds of London

INSURER B: Phoenix Insurance Company

25623

INSURER C: Arch Specialty Insurance Company

21199

INSURER D: Charter Oak Fire Insurance Co

25615

INSURER E:

INSURER F:

INSURED

D.C. Elevator, Inc.
709 Miles Point Way
Lexington, KY 40510

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	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:			B0595XN6662021	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8108R8969002114G	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXP104214800	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8R9039322114G	3/15/2021	3/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			Y6609R158034COF21	3/15/2021	3/15/2022	Installation Floater 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following is named as additional in regards to general liability as required by written contract:

West Virginia Purchasing Division
Department of Administration
General Services

CERTIFICATE HOLDER

West Virginia Purchasing Division
Department of Administration
General Services
112 California Avenue, 5th Floor
Charleston, WV 25302

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Louisville / AssuredPartners NL		NAMED INSURED D.C. Elevator, Inc. 709 Miles Point Way Lexington, KY 40510
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Excess Layers****Excess Liability - \$3M xs \$2M xs Primary**
Carrier: Endurance American Specialty Co.**Eff: 3/1/21 - 3/1/22****Limit: \$3,000,000 Occurrence / Aggregate****Policy #: EXC30004018700****Excess Liability - \$1M xs \$5M xs Primary****Carrier: Lloyd's of London****Eff: 3/1/21 - 3/1/22****Limit: \$1,000,000****Policy #: B059XN6663021****Excess Liability - \$3M xs \$6M xs Primary****Carrier: AXIS Surplus Insurance Co.****Eff: 3/1/21 - 3/1/22****Limit: \$3,000,000****Policy #: P00100048891101**



ARCLELE-01

DBREWER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2021

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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
Jeffersonville / AssuredPartners NL
4500 Town Center Blvd., Suite 200
Jeffersonville, IN 47130

CONTACT NAME: Desiree Brewer

PHONE (A/C, No, Ext): (812) 206-5529 1529

FAX (A/C, No):

E-MAIL ADDRESS: desiree.brewer@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AXIS Insurance Company

37273

INSURED

D.C. Elevator, Inc.
709 Miles Point Way
Lexington, KY 40510

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Crime			P00100032509902	4/30/2021	4/30/2022	Crime Coverage 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

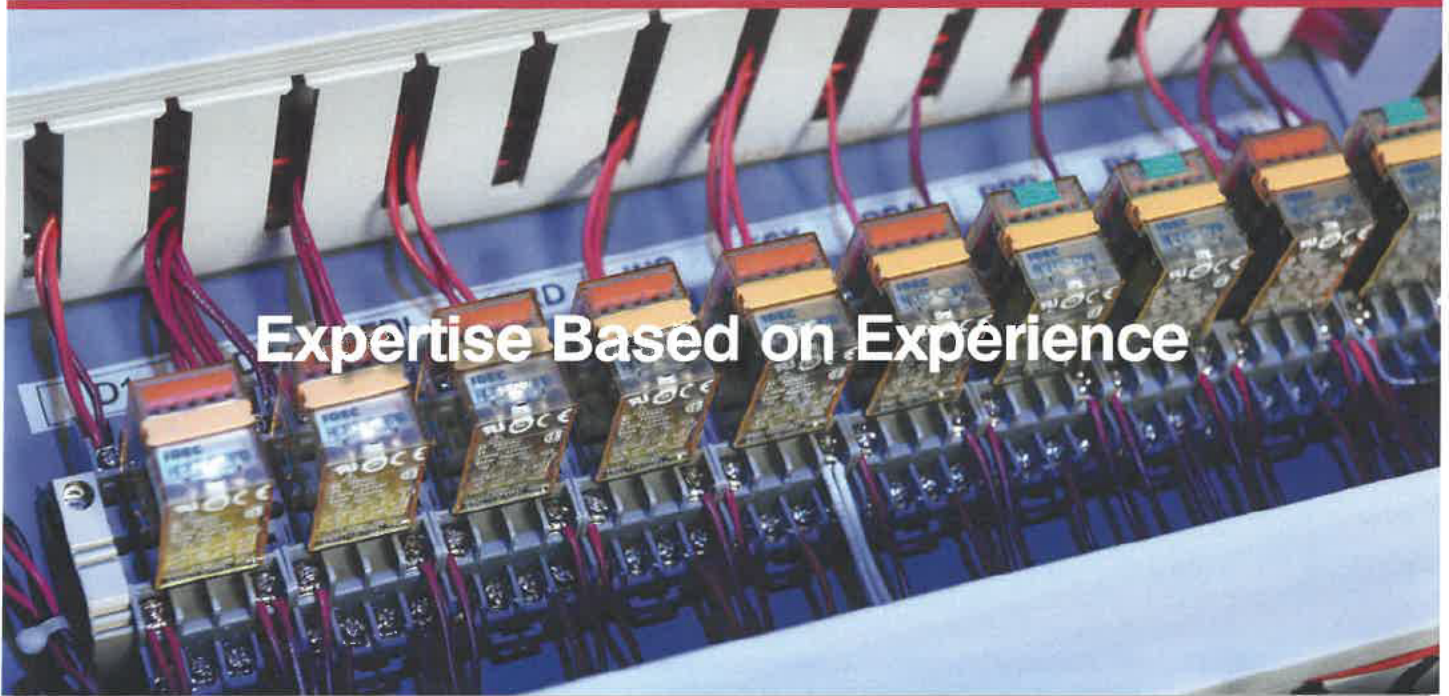
CERTIFICATE HOLDER

West Virginia Purchasing Division
Department of Administration
General Services
112 California Avenue, 5th Floor
Charleston, WV 25302

CANCELLATION

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



Expertise Based on Experience

Installation ► Independent and Individual

With four decades of serving the clients of DC Elevator in all facets of their elevator ownership, our applied knowledge of over 340 years of combined experience manifests in every installation.

“Myself, and the entire team at Paramount Builders do appreciate your work, installing the freight elevator at the Charleston Capitol Complex Building 3. We look forward to working on many future projects together.

Kyle W. Chaplan, PARAMOUNT BUILDERS



Please call or email us with your questions, thoughts, and ideas.

Kathy Davis

Branch Manager, Charleston, WV
sales@dcelevator.com

Quality of Performance Matters

Some companies are driven solely by project cost, others by the completion date. Behind every one of our installations, the driving force is the quality of performance.

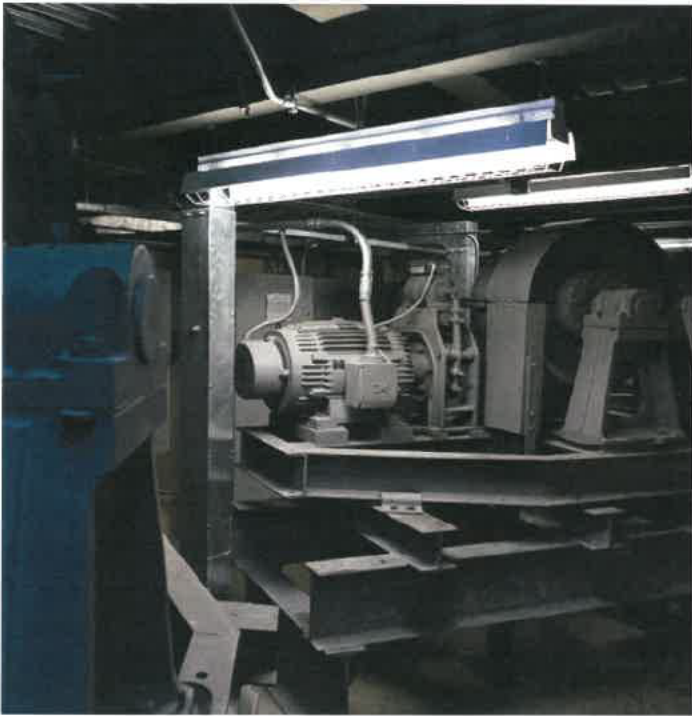
While budget and time commitments are important for us, we know that in the long run, the performance of our elevators matters most to our clients.

Reliability and Innovation – Advantages of an Open System

At DC Elevator, we always use non-proprietary equipment. One great advantage of an open system is the unrestricted access to parts and services, warranting flexibility and ease of maintenance.

Another is the ability to carefully tailor our solutions to our customers, as we do not have to choose from a limited selection of products, but have full access to the product elements that answer the need for the challenge at hand.

Please contact us today to get started, or visit our website to learn more about all aspects of installation.



Elevator Motor at Papa John's Stadium



"Stilllevator" at the Jim Beam® American Stillhouse

Project Management Hotline +1-304-345-7222

Individual Solutions for Varied Customers

While some of our projects in the company history are similar, no two are identical. We have a complete team of estimators and project managers that aid our customers in finding the best possible solution, applying a proven process that draws from the expertise of the individual team member, and decades of experience based on company work history.

A superintendent on staff makes sure that we communicate the unique scope of the project to all parties involved, which keeps the transition from planning to implementation seamless, and the outcome accurately aligned to the specifications of our customers.

We also coordinate timelines and milestones based on best industry practices, making DC Elevator the perfect partner for architects, consultants, builders, and contractors.

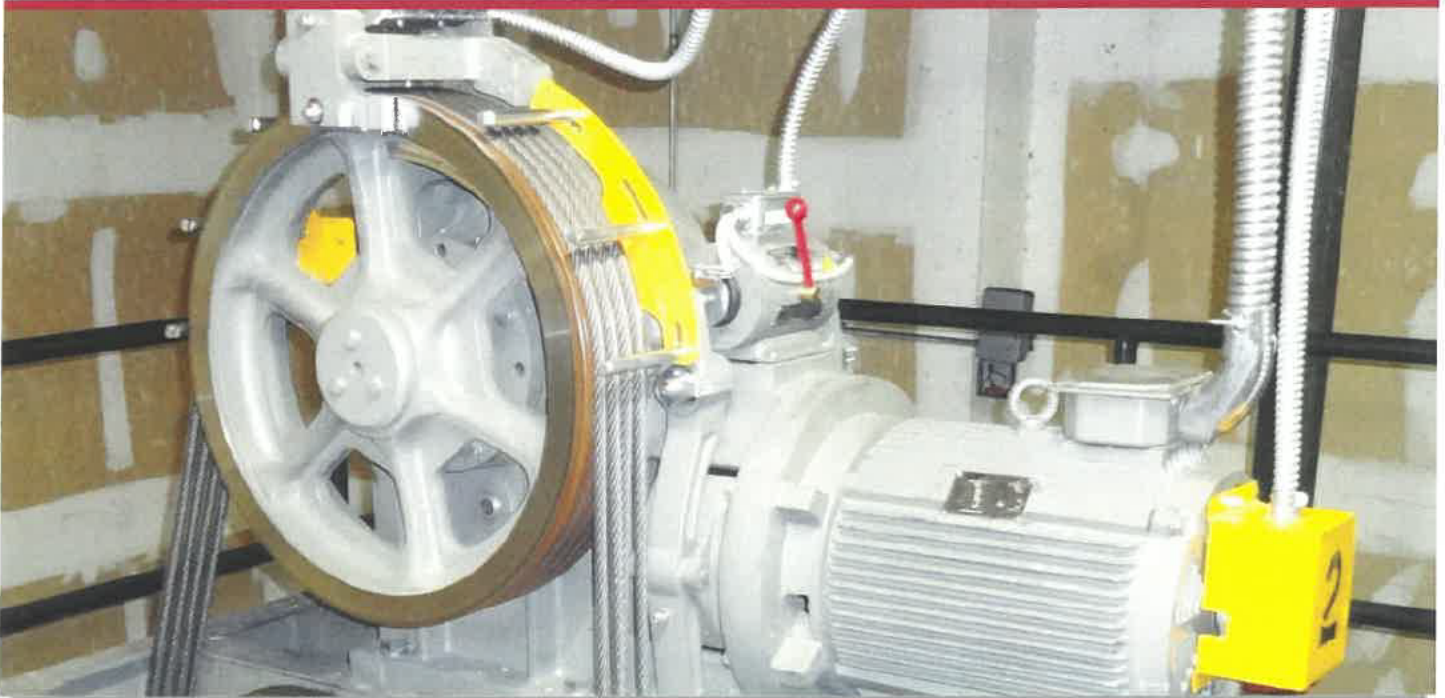
Peer-Approved and Customer-Appreciated

DC Elevator employees serve as current and past board members as well as committee chairs of many professional organizations. They have earned the approval and respect of our peers, and have received merits in advancing the quality, innovation, and success of our profession on a local, statewide, and national level. Please visit our affiliations page on the website to learn more.

Although we can elaborate and outline the quality, efficiency, and effectiveness of our work and process, we would like you to trust the verdict of our customers. In case studies and with testimonials we want to provide you with an objective measure of the proficiency and extent of our past work. While all our intention is facing forward, we are honored to look back on a history of trust, reliance, and mutual gratitude we share with our clientele of forty years.

Please contact us today to get started!

INS-DS-CHA 12-2017



Modernization ➤ Commercial

The ownership of a commercially used building comes with a lot of responsibilities, and the list quickly extends to vertical transportation.

Safety Always First – Aesthetics a Close Second

As the building ages, so does the elevator. Time and frequent use can be hard on the cab interior, its fixtures, and the controls. As a building owner, you want to make sure that the passengers riding your elevators are always safe, and that their only concern should be the selection of the right floor.

A misaligned elevator entrance, worn elevator controls, or a ride accompanied by harsh sounds and creaks, can bridge the experience from inconvenient to dangerous. The experience can taint not only the perception of the commercial building, but create real implications like hurt passengers, resulting in elevator downtime, or building code violations which can lead to legal consequences.

A Value-Added Solution

Updating critical components of your installation, like the microprocessor control system, a new set of signal- and operating devices, or the installation of a more current door-operating equipment prevents malfunction and keeps downtime to a minimum.

Your commercial tenants, their customers, and every passenger will appreciate that you keep your vertical transportation unit up-to-date, sporting a contemporary look and feel. That makes its use a smooth and convenient endeavor and delivers a consistent experience at your location.

Visit www.dcelevator.com to see case studies of the commercial modernization solutions we provide.



Please call or email us with your questions, thoughts, and ideas.

Kathy Davis

Branch Manager, Charleston, WV
sales@dcelevator.com



Machine Room Before Modernization



Machine Room After Modernization

Service Hotline +1-304-345-7222

Experience Matters

Safety and aesthetics are convincing arguments for the modernization of your vertical transportation systems, but there are also economic reasons to modernize these in older buildings and facilities: It keeps them competitive with newer structures, and adds value to the property, providing a sound financial return on your initial investment.

We recently completed modernization projects for the following customers:

- Baer Building, Charleston
- Charleston Catholic High School
- Farrell Building, Huntington
- Whitaker Square Condominium Huntington
- Whirlwind Storage, Charleston
- UCWV Geary Student Union
- Cabin Creek Health Clinic
- First Presbyterian Church of Moundsville

The DC Elevator Modernization Process

We have a process in place to provide modernization carefully and to your exact needs. It includes multiple steps, and we have streamlined it over time:

- We consult with you for your needs, set goals, an approximate budget, and the preferred project timeline. Then we survey the vertical transportation equipment on location.
- After careful analysis, we provide recommendations and estimate the budget needed.
- As we finalize the project scope and schedule the individual steps, we formalize the contract and develop a project timeline you can rely on.
- If the modernization is part of the concerted effort to renovate a building, we will work closely with your project manager from start to project completion.



Outdated Equipment Bears Many Risks

MODCOM-DS-CHA 12-2017



Maintenance ► Elevator Service Plans

Built On Experience

DC Elevator currently maintains thousands of elevators on maintenance contracts across the states of Kentucky, Tennessee, Indiana, Ohio, West Virginia, and Virginia.

We maintain all types of equipment including equipment manufactured by ThyssenKrupp, Otis, Schindler, Kone, Elevator Controls, MCE, Virginia Controls, Smartrise, and others.

Full Maintenance

The Full Maintenance contract provides monthly scheduled maintenance visits. During these visits, all parts outlined in the service agreement are maintained.

We offer the full maintenance contract with two options:

- call back service available seven days/week and 24 hours/day
- optional call back service after 5:00 p.m.

The required annual safety test is part of the agreement.

Examination and Lubrication

Our Examination and Lubrication agreements are custom-tailored in frequency and detail. They are performed monthly, quarterly, or semi-annually, pending your equipment needs. A safety/pressure test is part of the agreement.

The DC Advantage

Routine maintenance is critical – as with any mechanical device, elevator parts are subject to wear and deterioration over time.

Our skilled and certified technicians keep close track on the wear of your equipment, combining the individual and company experience with current equipment statistics, planning and preparing for efficiency and effectiveness.

Their precautions maximize the useful life and reliability of your equipment. They are the building blocks of the DC Elevator Advantage.

Flexible and Scalable

Our maintenance plans are scalable to the needs of our clients and flexible enough to fit every budget. From Full Maintenance with 24/7 call-back service, maximizing life and reliability of your equipment, to Examination and Lubrication agreements following manufacturer's minimum requirements.

Call or email us today for a detailed estimate!



Do you have questions, thoughts, or ideas? I'll be happy to assist you!

Kathy Davis

Branch Manager, Charleston, WV
kathy.davis@dcelevator.com

Your Emergency is Our Urgency

Repair ► Availability ► Maintenance Options

“ In 1977, DC Elevator Company was built on a simple premise – to provide the best service possible, and to do so at reasonable rates.

Forty years later, maintenance and repair are still the key element for our clients.

How to Reach Us

You can contact our repair hotline at (304) 345-7222. During our office hours, we will address your needs right away – after hours we will communicate your concern to our next available elevator technician.

The Q&A section on our website at www.dcelevator.com/repair/ provides detailed information.

In the case of an emergency, please always dial 9-1-1.

Cause and Impact

Failing elevator technology can lead to sudden stops, rough landings, failure to open, floor shifting, and elevator lurching. As technology ages, elements of the elevator can become unreliable. This can cause breakdowns, leading to elevator downtime.

DC Elevator can help ease these issues: We not only have the know-how to diagnose the cause of the failure but also have access to a vast network of vendors that can quickly supply the parts needed for the repair.

Maintenance is Key

Prevention is the best way to avoid elevator failure; regular maintenance of parts, periodic lubrication, and planned examination help keeping your vertical transportation unit performing according to specifications, and your passenger and goods moving unhindered and reaching their destination on time, and in time.

Please contact us to get a quote, schedule a site evaluation, or learn more about repair and maintenance options.