



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 1408333

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000046032 

Legal Name: Michael Blades & Associates, Ltd.

Alias/DBA:

Total Bid: \$19,750.00

Response Date: 05/30/2024 

Response Time: 12:25

Responded By User ID: dblades 

First Name: Dylan

Last Name: Blades

Email: dblades@elevatormba.com

Phone: 4102717980

SO Doc Code: CEOI

SO Dept: 0211

SO Doc ID: GSD2400000006

Published Date: 5/16/24

Close Date: 5/30/24

Close Time: 13:30

Status: Closed

Solicitation Description: EOI: Elevator Modernizations - Multiple Facilities Project

Total of Header Attachments: 3

Total of All Attachments: 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI: Elevator Modernizations - Multiple Facilities Project				19750.00

Comm Code	Manufacturer	Specification	Model #
81101508			

Commodity Line Comments: Pricing contained in this bid is for Goal/Objective #1: Provide surveys and assessment reports for the vertical transportation contained in attachment A. Pricing is based on conducting all surveys in a consecutive 5-day period (one business week). Pricing is inclusive of expenses.
Pricing for Goal/Objective 2-4 can be provided upon defined scope post completion of Goal/Objective #1.

Extended Description:

EOI: Elevator Modernizations - Multiple Facilities Project



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

State of West Virginia
 Centralized Expression of Interest
 Architect/Engr

Proc Folder: 1408333			Reason for Modification:
Doc Description: EO: Elevator Modernizations - Multiple Facilities Project			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-18	2024-05-30 13:30	CEOI 0211 GSD2400000006	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 :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor
 Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Expression of Interest (CEOI)

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for WV Department of Administration, General Services Division ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") to provide survey and assessment reports on the conditions of specific elevators in state owned facilities, including providing recommendations for the scope and timing of modernizations and providing estimated repair costs per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI: Elevator Modernizations - Multiple Facilities Project		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

EOI: Elevator Modernizations - Multiple Facilities Project

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor question deadline @ 12:00 pm	2024-05-16

EXPRESSION OF INTEREST
Elevators Modernizations - Multiple Facilities Project
CEOI GSD240000006

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SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for WV Department of Administration, General Services Division (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide survey and assessment reports on the conditions of all elevators indicated in Attachment A, including providing recommendations for the scope and timing of modernizations and providing estimated repair costs. From these assessment reports, and the Agency’s subsequent determination of which repair projects to pursue, it is anticipated that there will be multiple construction bid packages to address assessed concerns, scheduled during the life of this contract to accommodate Agency’s budgetary tolerance. For construction bid packages, the successful firm will be required to provide all design phase services, from conceptual phase through construction administration, for each project. Thus, the agency's goal over the course of the contract is to address modernization of all Elevators in Attachment A.

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Elevators Modernizations - Multiple Facilities Project
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SECTION TWO: Instructions to Vendors Submitting Bids

Instructions begin on the next page.

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:

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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday, May 16th 2024 @ 12:00PM

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Melissa.K.Pettrey@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. 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 below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CEOI 0211 GSD2400000006
BID OPENING DATE: Thursday, May 30th, 2024
BID OPENING TIME: 1:30pm
FAX NUMBER: 304-558-3970

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 *wv*OASIS (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: Thursday, May 30th, 2024 @ 1:30PM

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: 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: 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 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. 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.

23. EMAIL 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 *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

EXPRESSION OF INTEREST
Elevators Modernizations - Multiple Facilities Project
CEOI GSD240000006

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The Agency is responsible for routinely maintaining and periodically modernizing all of the vertical transport equipment under its care. Attachment A represents a portion of that equipment which has not been addressed for periodic modernization recently. The Agency has spent the last four years modernizing 21 other pieces of equipment and wishes to continue upgrades across the remainder of its portfolio. As part of those projects, the Agency has not only modernized controls but has also added integrated elevator monitoring, maintenance and communications systems. As indicated on Attachment A, the Agency has equipment in buildings throughout the State, and intends to at least integrate all indicated cars into its updated monitoring, maintenance and communications systems, but also to fully modernize cars, as needed.

- 2. Project and Goals:** The project goals and objectives are listed below. Vendors shall discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1. Goal/Objective 1:** The successful design team will perform a survey and assessment of the equipment listed in Attachment A and provide a comprehensive report which makes recommendations for corrective measures and provides budgetary estimates for multiple, tiered cost-effective solutions addressing those recommendations. It is anticipated that not every elevator listed will require full modernization; some may only require improvements or slight modifications to address deficiencies. The assessment report should indicate both immediate (as needed) and future requirements for modernization.

Within their proposals, Vendors should provide documentation regarding their experience with projects in which assessments on vertical transport systems of the type and character expressed herein were performed. Documentation should include contact information for past clients. Proposals should include excerpts from at least one sample of a performed assessment report.

- 2.2. Goal/Objective 2:** The Agency anticipates that the Vendor will, if necessary, propose a design team which includes specialty subconsultants for the various systems relevant to vertical transport equipment (i.e., fire protection, structural engineering, data/telecommunications coordination). It is the intent of the Agency that the successful design team will be able to perform all aspects of designing full elevator modernizations, potentially including new machine room builds. The successful team will provide schematic and developmental design, construction documents, and bid phase services in support of the projects the Agency undertakes in response to the initial assessments.

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Within their proposals, Vendors should provide documentation to demonstrate their qualifications and experience in providing such design services and indicate how their team is composed and will work to address these activities. Exemplary projects should be those in which vertical transport equipment was retrofitted in existing buildings. Exemplary projects should be ones in which all aspects of elevator modernization (e.g., fire protection, structural engineering, data/telecommunications coordination) were included in the project scope.

- 2.3. Goal/Objective 3:** It is anticipated that the project may require multiple competitive bid packages in order to phase construction, for both budgetary control and project management and coordination. It is anticipated that the initial assessment will generate recommendations that certain projects will require prioritization due to the criticality of deficiencies.

Within their proposals, Vendors should provide documentation of past projects in which they have designed and administered multiple, phased construction projects.

- 2.4. Goal/Objective 4:** The Vendor will be required to produce construction documents and administer construction in compliance with State of West Virginia purchasing regulations. The Agency's procurements are generally governed by the WV State Purchasing Division and incorporate American Institute of Architects (AIA) general conditions, supplementally amended by the State to bring them into compliance with WV State Code.

Within their proposal, Vendors should provide documentation of past projects in which they have adhered to standards such as these and explain their approach to administering the construction of projects with the Agency.

- 3. Qualifications, Experience, and Past Performance:** Vendors shall provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the locations of the projects, project manager name and contact information, type of project, and the project goals and objectives and how they were met.
- 4. Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:
- 4.1 Materials and Information Required at Oral Presentation/Interviews:**
- 4.1.1.** Firms selected for an interview should be prepared to conduct a sixty (60) minute in-person interview. Generally, the first half of the allotted hour is for the firm to present to the committee, with the latter half reserved for a question-and-answer session.

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm’s abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.

2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no “price” or “fee” information is permitted in the Vendor’s EOI response.

3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. conduct interviews with each of the three firms selected.
 - 3.1.3. rank the three selected firms in order of preference.
 - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General’s office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is canceled.

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SECTION Five: Terms and Conditions

Terms and conditions begin on the next page.

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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: \$1,000,000.00 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: _____ 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.

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.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
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 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.

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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Michael Blades & Associates, Ltd.

(Company) _____
Dylan Blades

(Signature of Authorized Representative)

Dylan Blades Senior Consultant May 30, 2024

(Printed Name and Title of Authorized Representative) (Date)

Phone: 410.271.7980 Fax: N/A

(Phone Number) (Fax Number)

Dylan.Blades@elevatormba.com

(Email Address)

Attachment A

ELEVATORS-PHASE III 2024												
BUILDING	Address	EV NUMBER	NUMBER	LOCATION	SERIAL NUMBER	CAPACITY	ELEVATOR MAKE	ELEVATOR TYPE	ELEVATOR PHONE NUMBER	LANDINGS	INST. YEAR	MOD. YEAR
1	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	3	OFFICE	BAY599	1800	THYSSEN/KRUPP	TRACTION	304 558-9016	3	1926	1998
1	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	7	GOVERNOR'S OFFICE	200449	1800	OTIS	TRACTION	304 558-9017	3	1926	2004
3	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	1	DOL, Tourism	30184#1	3000	DOVER	TRACTION	304 558-4697	9	1979	2006
3	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	2	DOL, Tourism	C-30185	3000	DOVER	TRACTION	304 558-4697	9	1979	2006
3	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	3	DOL, Tourism	C-30186	3000	DOVER	TRACTION	304 558-4697	9	1979	2005
3	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	4	DOL, Tourism	30187#4	3000	DOVER	TRACTION	304 558-4697	9	1979	2006
6	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	1	N/A	207117	3500	OTIS	TRACTION	304 558-6293	9	1968	2007
6	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	2	N/A	207118	3500	OTIS	TRACTION	304 558-6293	9	1968	2007
6	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	3	N/A	207119	3500	OTIS	TRACTION	304 558-6293	9	1968	2002
6	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	4	N/A	207120	3500	OTIS	TRACTION	304 558-6293	9	1968	2002
6	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	5	N/A	207116	5000	OTIS	TRACTION	304 558-6293	10	1968	----
13	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	1	PARKING GARAGE	3299919#1	2500	OTIS	HYDRAULIC	304 558-5624	4	1999	----
13	1900 Kanawha Blvd E, Charleston WV, 25305	EV0001639	2	PARKING GARAGE	3309919#2	2500	OTIS	HYDRAULIC	305 558-5624	4	1999	----
20	617 Leon Sullivan Way, Charleston, WV, 25301	EV0001639	1	Prison Industries	16537	6000	Warner	TRACTION FRT	304-346-5395	6	1955	----
20	617 Leon Sullivan Way, Charleston, WV, 25301	EV0001639	2	Prison Industries	FM03-114558	4000	Thyssen/Krupp	Roped Hydraulic	NO PHONE	6	2008	----
23	407 Neville St, Beckley, WV, 25801	EV0001642	1	BECKLEY	7332M	2500	WESTINGHOUSE	TRACTION	304 250-6515	4	1957	1974
23	407 Neville St, Beckley, WV, 25801	EV0001642	2	BECKLEY	EA3028	3500	DOVER	HYDRAULIC	304 254-2946	5	1988	----
32	2699 Park Ave, Huntington, WV, 25704	EV0002878	1	HUNTINGTON	EP2511	5000	THYSSEN/KRUPP	HYDRAULIC	304 429-5778	2	2002	----
32	2699 Park Ave, Huntington, WV, 25704	EV0002878	2	HUNTINGTON	EP2510	3000	THYSSEN/KRUPP	HYDRAULIC	304 429-5892	2	2002	----
34	100 Municipal Plaza, Weirton, WV, 26062	EV0003074	1	WEIRTON	4750505	3500	OTIS	HYDRAULIC	304 797-9816	2	2005	----
34	100 Municipal Plaza, Weirton, WV, 26062	EV0003074	2	WEIRTON	4760505	5000	OTIS	HYDRAULIC	304 797-9865	2	2005	----
36	One Davis Square, Charleston, WV, 25301	EV0003099	1	ONE DAVIS SQ	E89689	2500	DOVER	HYDRAULIC	304 558-0058	5	1986	----
36	One Davis Square, Charleston, WV, 25301	EV0003099	2	ONE DAVIS SQ	E89690	2500	DOVER	HYDRAULIC	304 558-0088	5	1986	----
36	One Davis Square, Charleston, WV, 25301	EV0003099	3	ONE DAVIS SQ	E89691	2000	DOVER	HYDRAULIC	304 558-9189	2	1986	----
36	One Davis Square, Charleston, WV, 25301	EV0003099	4	ONE DAVIS SQ	C19319	4000	SHEPARD WARNER	TRACTION FRT	NO PHONE	5	1957	----
37	604 57th St SE, Charleston, WV, 25304	EV0002973	1	DEP	ER2654	3000	THYSSEN/KRUPP	HYDRAULIC	304 925-0028	3	2004	----
37	604 57th St SE, Charleston, WV, 25304	EV0002973	2	DEP	ER2655	3000	THYSSEN/KRUPP	HYDRAULIC	304 925-0020	3	2004	----
37	604 57th St SE, Charleston, WV, 25304	EV0002973	3	DEP	ER2656#3	3000	THYSSEN/KRUPP	HYDRAULIC	304 925-0012	3	2004	----
37	604 57th St SE, Charleston, WV, 25304	EV0002973	4	DEP	ER2657	5000	THYSSEN/KRUPP	HYDRAULIC	304 924-0024	3	2004	----
55	130 Stratton St, Logan, WV, 25601	EV0003593	N/A	LOGAN	760907	2500	OTIS	TRACTION/ MACHINE ROOM	304 792-1172	5	2013	----
55	130 Stratton St, Logan, WV, 25601	EV0003593	N/A	LOGAN	738761	5000	OTIS	TRACTION/ MACHINE ROOM	304 792-1173	5	2013	----
74	318-324 4th Ave, South Charleston, WV, 25303	EV0001202	N/A	SOUTH CHARLESTON	E51770	2100	DOVER	HYDRAULIC	304 746-6145	3	----	----
88	7 Players Club Drive, Charleston, WV, 25311	EV0002066	N/A	PLAYERS CLUB, CHARLESTON	413721	2500	OTIS	HYDRAULIC	304 558-1129	2	1998	----



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

State of West Virginia
Centralized Expression of Interest
Architect/Engr

Proc Folder: 1408333	Reason for Modification: Addendum No. 1
Doc Description: EOI: Elevator Modernizations - Multiple Facilities Project	
Proc Type: Central Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-16	2024-05-30 13:30	CEOI 0211 GSD2400000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Expression of Interest (CEOI)

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for WV Department of Administration, General Services Division ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") to provide survey and assessment reports on the conditions of specific elevators in state owned facilities, including providing recommendations for the scope and timing of modernizations and providing estimated repair costs per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI: Elevator Modernizations - Multiple Facilities Project		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:
EOI: Elevator Modernizations - Multiple Facilities Project

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor question deadline @ 12:00 pm	2024-05-16

SOLICITATION NUMBER: CEOI GSD2400000006

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:

- 1. To publish responses to vendor questions.**

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

CEOI GSD240000006 Building 1 Rotunda Murals Scaffolding Project (Phase 2)
Vendor Technical Questions and Responses

Q1. Are existing building documents – design documents or as-builts – available for each of the buildings included in the EOI?

A1. Any that are available, will be given to the awarded vendor.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD2400000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

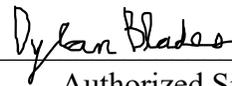
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Michael Blades & Associates, Ltd.

Company



Authorized Signature

May 30, 2024

Date

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

time, MBA typically has 50+ similar elevator modernizations (incorporating 100+ elevators) in various stages of design. The majority of these modernizations include not only the elevator work, but also the related work / work by others (e.g., fire protection, structural engineering, data/telecommunications coordination). Please see References / Past projects section for additional detail.

- Goal/Objective 3:
 - Experience: As described in Goal/Objective 2, MBA typically has 50+ similar elevator modernizations (incorporating 100+ elevators) in various stages of design. Roughly 1/3rd of these projects are phased construction projects. Please see References / Past projects section for additional detail.
- Goal/Objective 3:
 - Experience: As part of the construction documents phase, we will adhere closely to the WV State Purchasing Division and incorporate American Institute of Architects (AIA) general conditions, supplementally amended by the State to bring them into compliance with WV State Code. We have performed many successful projects with similar types of standards. Please see References / Past projects section for additional detail.
- Qualifications, Experiences, and Past Performance:
 - Company Information

Michael Blades & Associates, Ltd. (MBA) is a consulting firm that serves the needs of owners, developers, and managers, as well as architects and design professionals. We specialize in consulting services in the field of elevators and vertical and horizontal transport systems for people and materials. This embraces the overall movement of people and material in commercial buildings. The specific issues addressed in our typical scope of work include vertical and horizontal transportation systems, and material handling systems. MBA provides a full range of services including: concept planning, design development, preparation of biddocuments and construction administration.

MBA provides problem-solving solutions through our professional expertise and outstanding technical ability. We have tremendous success with clients who demand attention to detail, and prompt service.

MBA is thoroughly knowledgeable in all forms of vertical transport equipment including: elevators, escalators, powered scaffolding, dumbwaiters, automated conveyors, materials lifts, etc. MBA is also experienced with the horizontal people and material movement systems currently available. We maintain a full working knowledge of the latest state-of-the-art in controls and equipment. We are up-to-date on all current Code requirements and are uniquely aware of those pending change or reconsideration. Our principals are accredited elevator safety inspectors and elevator safety inspector supervisors.

Our experiences range from a single elevator in a two story office building to 100+ elevators and escalators in a mega high rise office building. We are involved with many premier property managers, owners, developers, and architects throughout the country.

In fact, the principals at MBA have been directly involved in over 11,000 elevator and escalator renovation / modernization projects and over 8,000 elevator and escalator new design projects. MBA's consulting experience and knowledge of elevators and escalators is unmatched in the industry. We provide guidance, maintain schedules and budgets, with quality cost effective solutions.

Experience

The following is a brief summary of some of the many services we provide to our clients

At Michael Blades & Associates, we provide tailored solutions to help our clients undertake and successfully complete elevator and escalator projects on time and within budget. We have the size, scale and scope of services to handle all needs locally, nationally and internationally.

Working with team synergy, Michael Blades & Associates offers you the advantage of having a world-class elevator and escalator consulting firm as your partner.

The following are the core and specialty services MBA offers. We can also interpret your specific needs and devise efficient and value-added elevator and escalator system strategies to meet your goals on time and within budget.

Core Services

New Building Design Services

Existing Building Modernization / Renovation Design Services

Design Build Services

Construction Administration

Elevating Analyses

Elevator Condition Assessments

Due Diligence Reviews

Maintenance Monitoring and Management Programs

Specialty Services

Equipment Surveys

Structural, Mechanical and Electrical Coordination

Bid Reviews and Negotiations

Contract Preparation

Shop Drawings

Progress Inspections

Final Acceptance Reviews

Maintenance Contract Preparation and Procurement Assistance

Peer Reviews

Code Certification Tests and Inspections

Expert Insurance Claim Analysis

Handicapped Accessibility Product Assistance

Code & ADA Compliance Reviews

Capital Reserve Studies and Property Condition Assessments

Asset and Risk Management

Construction Monitoring and Compliance Services

Energy Efficiency Analysis & Sustainable (LEED) Design Support

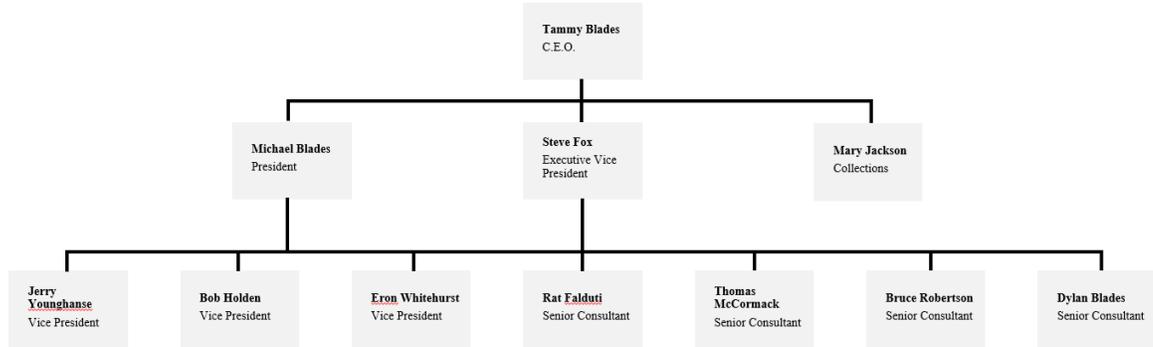
Cab Interior Design Assistance

Michael Blades and Associates senior management team averages more than 30 years of industry experience – encompassing all aspects of vertical transportation in new and existing buildings. Our abilities are directly related to our talented team of professionals who have dedicated their careers to the vertical transportation industry.

With over 150 years of senior management experience, we are well-qualified to advise you in all facets of vertical and horizontal transportation. We know both current and legacy products and services available from manufacturers and service providers.

MBA is headquartered in the Washington D.C., Northern Virginia and Maryland areas, but also serve all US markets with representation in New York, Chicago, Houston, Charlotte, Atlanta, Southern California and Florida. We work in close nexus with building owners, developers and managers, as well as architects and other real estate professionals. We offer a full spectrum of services related to vertical and horizontal transportation systems.

- Employees



- Proposed Staffing Plan
 - Principal: Michael Blades, President
 - Project Team Member 1: Jerry Younghanse, Vice President
 - Project Team Member 2: Dylan Blades, Senior Consultant
- Staff Qualifications, Staff Certifications, Degrees (Resumes) for Proposed Staffing Plan:
 - B. MICHAEL BLADES
President
Michael Blades & Associates, Ltd.
Phone: 410.271.7979
Email: mblades@elevatormba.com
Website: www.elevatormba.com

Mike possesses more than 46 years of experience in the vertical and horizontal transportation industries. For the past 36 years he has specialized in vertical transportation consulting exclusively. He spent 17 years with another international consulting firm before starting Michael Blades & Associates in 2005.

The majority of Mike's consulting focus has been based in the United States, but he has also consulted on commercial, retail, industrial, residential, health care, gaming and hospitality projects throughout the world. In fact, he has been directly involved in over 11,000 elevator and escalator projects. His consulting experience and knowledge of elevators and escalators is unmatched in the industry.

SPECIALIZED EXPERIENCE: 46 years

19 years – (2005 to Present) President, Michael Blades & Associates, Inc. – Washington, D.C.

7 years- (1998 to 2005) Chief Operating Officer Executive Vice President, Vice President, Chief Operating Officer, Lerch Bates & Associates, Inc. - Littleton, Colorado

6 years – (1992 to 1998) Regional Manager, Lerch Bates North America, Inc. - Fairfax, Va. / Bowie, Md.

4 years – (1988 to 1992) District Manager, Lerch, Bates & Associates, Inc. - Fairfax, Va.

5 years – (1983 to 1988) Field Technician, and Service and Sales Manager, Elevator Control Services (ECS) - Upper Marlboro, Md.

5 Years – (1979 to 1983) Supervisor and Manager – Industrial Engineering, United Parcel Service (UPS) - Easton, Md. / Landover, Md.

EDUCATION:

University of Maryland – Bachelor of Science in Business Administration

National Elevator Industry Educational School

Chesapeake College – Business Administration

Frostburg State University - Management

PROFESSIONAL QUALIFICATIONS AND REGISTRATIONS:

Member, American Society of Mechanical Engineers, (ASME)

Allied Member, American Institute of Architects (AIA)

Member, Council on Tall Buildings and Urban Habitat (CTBUH)

Member, International Association of Elevator Engineers (IAEE)

Member, International Association of Elevator Consultants (IAEC)

Member, National Association of Elevator Safety Authorities (NAESA)

Member, Construction Specifications Institute (CSI)

Member, Community Associations Institute (CAI)

Member, Institute of Real Estate Management (IREM)

Member, National Fire Protection Association (NFPA)

Member, Building Owners and Managers Association (BOMA)

Member, Council on Tall Buildings and Urban Habit (CTBUH)

○ JERRY YOUNGHANSE

Vice President

Michael Blades & Associates, Ltd.

Phone: 410-798-8504

Email: jyounghanse@elevatormba.com

Website: www.elevatormba.com

Jerry has over 30 years' experience in the vertical transportation industry. He has working experience in design, manufacturing, application, contracting, and maintenance of vertical transportation equipment. Jerry has held positions as Project Coordinator, Sales Engineer, and District Manager with Dover/General Elevator. In his 18 years as a Senior Consultant He has worked with Architects, Engineers, and Owners to plan, design, provide construction documents, and provide construction administration on many long-term projects in the Dc, Baltimore, and Central Virginia region.

SPECIALIZED EXPERIENCE: 40 years

4 years - Senior Consultant, Michael Blades & Associates, Inc. – Washington, D.C.

18 years- (1999 to 2017) Senior Consultant, Lerch Bates and Associates, Bowie, MD.

1 year – (1998 to 1999) District Manager, General elevator Company, Roanoke, Va.

3 years – (1995 to 1998) Sales Representative, General Elevator Company, College Park, Md.

6 years – (1989 to 1995) Sales Representative, Dover Elevator Company, Richmond, Va.

8 years – (1981 to 1989) Sales Coordinator, Dover Elevator Systems, Memphis, Tn.

EDUCATION:

University of Memphis – Bachelor of Arts in Business Administration

PROFESSIONAL QUALIFICATIONS AND REGISTRATIONS:

NAESA International Certified Elevator Inspector

- DYLAN M. BLADES
Senior Consultant
Michael Blades & Associates, Ltd.
Phone: 410-798-8504
Email: dblades@elevatormba.com
Website: www.elevatormba.com

Dylan has over 9 years of business experience, with most of his experience in the vertical transportation industry. With experience working for both a large global elevator manufacturer and a regional elevator independent, he has worked primarily in Sales and Project Management across New Construction, Service, and Repair. Specifically working hand-in-hand internally with operations and externally with Architects, Engineers, and Building Owners to plan and implement elevator projects across varying building types.

SPECIALIZED EXPERIENCE: 9 Years

1 Year (2023 to Present), Senior Consultant - Vertical Transportation Consulting, Michael Blades & Associates, Washington, D.C.

2 Years (2021 to 2023), Manager - Management Consulting, Simon-Kucher, Atlanta, GA

1 Years (2019 to 2020), Manager – Branch Sales, Unitec Elevator Company, New York, NY

1.5 Years (2017 to 2019), Specialist - Modernization Sales, Unitec Elevator Company, New York, NY

1.5 Years (2016 to 2017), Sr. Associate – New Construction Project Management, Otis Elevator Company, Miami, FL

2 Years (2014 to 2016), Analyst – Operations, JPMorgan Chase & Company, Newark, DE

EDUCATION:

Emory University – Master of Business Administration

Saint Joseph's University – Bachelor of Science (Business)

- References / Past projects:
 - Reference #1:
 - Project Name: University of Maryland
 - Location: College Park, MD
 - Project Manager Name and Contact Info: Frank Thomas, MT Mechanical Trade Chief 1
 - Type of project: Vertical Transportation Assessment, Budgeting, and Modernization
 - Project goals and objectives / how they were met: Provided University of Maryland College Park Campus with a Vertical Transportation Assessment for 285 Elevators within Residential and Campus buildings located in College Park, MD. Field survey of all elevators and lifts were

completed and a Condition Assessment was completed along with a 5-year budget plan for all repairs, modernizations or replacement contained in the report. This assessment was completed for the entire campus both in 2012 and 2018. MBA has completed over 15 modernization projects and currently serves as the University's Elevator Consultant.

- Reference #2:
 - Project Name: NAVFAC SW
 - Location: San Diego, CA
 - Project Manager Name and Contact Info: Joseph Orman, FSC Project Lead
 - Type of project: Vertical Transportation Assessment, Budgeting, and Modernization
 - Project goals and objectives / how they were met: Provided Navy Facilities Command Southwest Division with a Vertical Transportation Assessment for 217 Elevators within 19 Separate Navy Commands in the San Diego Region. Field survey of all elevators, escalators and lifts were completed and a Condition Assessment was completed along with a 5 year budget plan for all repairs, modernizations or replacement contained in the report.
- Reference #3:
 - Project Name: Apogee Consulting
 - Location: Central Region
 - Project Manager Name and Contact Info: Julia Beezley
 - Type of project: Vertical Transportation Assessment, Budgeting, and Modernization
 - Project goals and objectives / how they were met: Provided the VA Central Region with a Vertical Transportation Assessment for 92 Elevators located in the following site list: 1. Altoona, 2. Wilmington, 3. Coatesville, 4. Butler, 5. Erie, 6. Pittsburgh, Heinz, 7. Pittsburgh, University Drive, 8. Lebanon, 9. Wilkes-Barre, 10. Philadelphia. Field survey of all elevators and lifts were completed and a Condition Assessment was completed along with a 5-year budget plan for all repairs, modernizations or replacement contained in the report.
- Reference #4:
 - Project Name: Ohio State University
 - Location: Ohio
 - Project Manager Name and Contact Info: Kathleen Harper
 - Type of project: Vertical Transportation Assessment, Budgeting, and Modernization
 - Project goals and objectives / how they were met: There are over 500+ vertical transportation units under the auspices of the Ohio State University. MBA had previously reviewed pre-selected elevators that are candidates for modernization planning. 75 Elevators in 2015 and 57

Elevators in 2019. Field survey of all elevators and lifts were completed and a Condition Assessment was completed along with a 5-year budget plan for all repairs, modernizations or replacement contained in the report.