



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1327063			Reason for Modification:
Doc Description: West Virginia Lottery Elevator Maintenance			
Proc Type: Central Master Agreement			Version 1
Date Issued	Solicitation Closes	Solicitation No	
2023-12-04	2024-01-17 13:30	CRFQ 0705 LOT2400000003	

BID RECEIVING LOCATION

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

RECEIVED

2024 JAN 16 AM 11:37

WV PURCHASING
DIVISION

VENDOR

Vendor Customer Code:

Vendor Name : TK Elevator Corporation

Address :

Street : 901 Morris Street

City : Charleston

State : WV

Country :

Principal Contact : Eric Hackney

Vendor Contact Phone: 304-552-8798

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor

Signature X

FEIN#

62-1211267

DATE January 16, 2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish a contract for construction services for Elevator Maintenance for the WV Lottery Headquarters Building located at 900 Pennsylvania Ave, Charleston WV. per the attached specifications, terms and conditions.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator maintenance services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Per the attached Specifications preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Parts Plus Markup Multiplier	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting at 10am ET	2024-01-03
2	Questions due by 10am ET	2024-01-10

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:

Mandatory Pre-bid meeting will be held on Wednesday January 3rd, 2024 at 10:00am ET at the WV Lottery Building located at 900 Pennsylvania Ave, Charleston, WV 25302.

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: January 10th, 2024 at 10:00am ET

Submit Questions to: West Virginia Purchasing Division c/o Brandon Barr, Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: brandon.l.barr@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 _____ 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.

Revised 8/24/2023

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:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

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

Bid Opening Date and Time: January 17th, 2024 at 1:30pm ET

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 wvOASIS 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.

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 One (1) Year. 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ 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.

☒ WV Contractors License

☐

☐

☐

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: _____ 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 hearth, 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 (Construction Contracts Only)

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

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

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

Revised 8/24/2023

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

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

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

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

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

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

Revised 8/24/2023

5. 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.

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

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

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

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

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

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

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

Revised 8/24/2023

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

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

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

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

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

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

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

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

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: TK Elevator Corporation

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 8/24/2023

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) Eric Hackney Account Executive

(Address) TK Elevator Corporation 901 Morris Street Charleston, WV 25301

(Phone Number) / (Fax Number) P - 304-552-8798 F - 866-812-5542

(email address) eric.hackney@tkelevator.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, 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.

TK Elevator Corporation

(Company)

(Signature of Authorized Representative)

Eric Hackney Account Executive

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

P - 304-552-8798 F - 866-812-5542

(Phone Number) (Fax Number)

eric.hackney@tkelevator.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT2400000003

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 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.

TK Elevator Corporation

Company



Authorized Signature Eric Hackney

January 16, 2024

Date

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

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery ("Lottery") located at 900 Pennsylvania Avenue, Charleston, WV 25302 to establish an open-end contract for preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Elevator Maintenance"** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
 - 2.2 "Preventive Maintenance"** means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.
 - 2.3 "Corrective Maintenance"** includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator system, and testing to ensure that equipment is in proper working order after the repair.
 - 2.4 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Attachment A, upon which Vendor should list its proposed price for the Contract Services (see extensive instructions in Section 8.1)
 - 2.5 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
 - 3.1 Elevator Maintenance (Preventive and Corrective)**
 - 3.1.1** Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.

REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance

- 3.1.2** Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.
- 3.1.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.1.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.1.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.1.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.7** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.1.8** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.
- 3.1.9** Should any elevator covered by this contract be permanently removed from service, the Vendor shall reduce the Total Monthly Charge by the Monthly Cost in effect at the time of the removal from service for each elevator so removed. In this case the Agency will notify the Vendor in writing and will remove the elevator from coverage the first day of the next month.

3.2 Preventive Maintenance:

- 3.2.1** Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.2.2** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

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

3.3 Corrective Maintenance:

- 3.3.1** Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.3.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four hour response time with written permission from the Agency.
- 3.3.3** Corrective Maintenance must be performed between the hours of 8:00 A.M. and 5:00 P.M. EST, Monday through Friday, excluding Holidays, unless the Agency approves work at another time.

The holidays to be excluded are New Years' Day, MLK Day, President's Day, Memorial Day, WV Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day and New Years' Eve. Hours of work performed outside normal business hours shall be approved by the Agency with written notification.

- 3.3.3.1** Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.
- 3.3.3.2** Emergency requests that do not fall within normal working time, or fall on a weekend or holiday, may be billed at the overtime rate provided on the pricing page.
- 3.3.4 Parts:**
- 3.3.4.1** Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain

**REQUEST FOR QUOTATION
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advanced approval from Agency prior to purchasing any part in excess of \$25,000.00. Freight charges for parts are not permitted. See Section 10.2.2. for more detail on freight charges.

- 3.3.4.2** Vendor shall maintain a supply or inventory of routinely used replacement parts for the elevator systems utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.
- 3.3.4.3 Third Party Repairs:** Third-party service required to repair parts or components (eg, motor rewinding, etc) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.
- 3.3.4.4 Disposal:** Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.
- 3.3.4.5 Parts Warranty:** The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.
- 4. FACILITIES ACCESS:** The facilities identified in this contract may require access cards and/or keys to gain entrance.

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

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

5. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

5.1 Experience: The Vendor or its employees designated to perform under this contract must have Five (5) years' experience installing and/or maintaining equipment of similar manufacturer and type listed in **Exhibit "B"** of this Solicitation. Vendors should provide documentation to demonstrate that they meet this requirement with their bid, but it is required prior to award. Documentation may include, but is not limited to: copies of contracts, references which can verify the adequate numbers of years, ANSI Accreditations, etc.

5.2 Training: The Vendor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), or equal, for all elevator mechanics directly employed and supervised by the Vendor. The Vendor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract. Copies of certifications for mechanics intended to be used to fulfill the Vendor's responsibilities under this Contract should be provided with the bid, but must be provided prior to award.

5.3 The Lottery requires and will perform a criminal background check for each Vendor employee, as well as the employees of all sub-Vendors, who will be required to enter the State of West Virginia office building as part of this project. The Lottery will not allow any Vendor or sub-Vendors access to the building until the background checks are completed and acceptable. At the beginning of the contract the Vendor will provide the Lottery with the names, home addresses, home contact numbers, and work assignments of each employee who will be working under the contract for criminal background investigation purposes. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the Lottery.

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

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

5.5.1 Electricians – WV Electricians License

5.5.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.5.3 WV Contractor's License

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

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

- 6. REPORTS:** Vendor shall provide all of the reports as outlined below.
- 6.1 Preventive Maintenance Log:** Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of elevator equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.
- 6.2 Corrective Maintenance Log:** Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.
- 6.3 Quarterly and Annual Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.
- 8. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.
- 8.1 Pricing Pages:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, a yearly cost, an hourly labor rate, an overtime rate, and a parts multiplier. **Total Bid Amount** is calculated by adding the **Total Yearly Cost (A)**, **Total Labor**

**REQUEST FOR QUOTATION
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Cost (B), Total Overtime Cost (C), and the Total Parts Cost (D). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

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

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

- An **EXAMPLE** of a properly completed Pricing Page is shown below for reference purposes only:

Item	Preventive Maintenance	Unit of Measure	Quantity	Monthly Cost	Yearly Cost
1	Elevator #1 (BAX654)	Months	12	\$200 -	\$2,400 -
2	Elevator #2 (BAX655)	Months	12	\$200 -	\$2,400 -
3	Elevator #3 (BAX656)	Months	12	\$200 -	\$2,400 -
4	Elevator #4 (BAX657)	Months	12	\$200 -	\$2,400 -
Total				\$9,600 (A)	

Corrective Maintenance		Unit of Measure	Estimated Hours**	Hourly Labor Rate	Total Labor Cost
1	Hourly Labor Rate	Hours	200	\$50 -	\$10,000 (B) -
2	Hourly Overtime Rate	Hours	20	\$100 -	\$2,000 (C) -

Estimated Parts Cost		Unit of Measure	Estimated Parts Cost**	Multiplier	Total Parts Cost
1	Estimated Parts Plus Markup**	Lump Sum	\$ 10,000.00	1.2	\$12,000 (D) -

Total Bid Amount is calculated by adding the Total Yearly Cost (A), Total Labor Cost (B), Total Overtime Cost (C), and the Total Parts Cost (D)					
Total Bid Amount				\$33,600 -	

**REQUEST FOR QUOTATION
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9. ORDERING:

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

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

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

10. CONTRACT VALUE LIMIT

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

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

11. BILLING / PAYMENT:

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

11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours actually worked and the single hourly rate bid by vendor.

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Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

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

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

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

12. DEFAULT:

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

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

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

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

**REQUEST FOR QUOTATION
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12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract.

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

12.2.3 Any other remedies available in law or equity.

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

13. MISCELLANEOUS:

13.1 No Substitutions: Vendor shall supply only Contract Services submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

13.2 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address and customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Eric Hackney

Telephone Number: 304-552-8798

Fax Number: 866-812-5542

Email Address: eric.hackney@tkelevator.com

Revised 06/08/18

TK Elevator
901 Morris Street
Charleston, WV 25301

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include:
1. Keep controllers and hoist motors free of dirt, dust, and oil
 2. Change seals as needed to prevent leakage;
 3. Keep generators free of dirt, dust, and oil;
 4. Change brushes on an as needed basis to prevent commutator damages;
 5. Refill gear cases and lubricators as needed;
 6. Keep oil reservoirs properly sealed to prevent leakage;
 7. Sweep machine room floors each time upon exiting for the final time
 8. Clean hoistway doors, tracks, hangers, guide shoes or rollers and relating cables annually and change them as needed;
 9. Lubricate guide rails except for roller guide installations;
 10. Lubricate all overhead sheaves every six months
 11. Clean all pits as needed.
 12. Clean and lubricate all compensating sheaves, cables, chains, and bearings
 13. Vendor shall clean all car tops every six months.
 14. Vendor must empty pit drip buckets in hydraulic elevator(s) to prevent overflow; if a 5-gallon bucket fills in 30 days, the Vendor shall change the packing. Vendor shall keep the drip pans under the hydraulic controller pump clean of oil.
 15. Vendor must maintain the efficient car speed for each elevator as designated by the manufacturer. This must include acceleration,

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retardation, contract speed in feet per second, with or without full load, and floor-to-floor.

16. Vendor must maintain all door opening and closing speed and thrust.
17. Vendor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must include emergency lights, alarms, telephones, fire recall and emergency recall.
18. Vendor must examine all suspension ropes, compensating ropes and governor lines and change as needed per code.
19. Vendor must replace or make corrections to any parts or equipment listed below due to age, normal wear and tear, frequent mechanical breakdowns, or for any safety reasons:
 - a. Hoisting machines and machine brakes.
 - b. Motor generators or solid state motor drives, starters.
 - c. Transformers, filters.
 - d. Control, selector, dispatch, signal and relay panels.
 - e. Hoisting motors, selector motors and drives.
 - f. Tension frames, magnet frames.
 - g. Worms, gears, bearings, thrusts and rotating elements.
 - h. Brakes, coils, linings, shoes and pins.
 - i. Brushes, commutators, windings and coils.
 - j. Contacts, relays, resistors, and transistors.
 - k. Solid state panels, boards and control devices.
 - l. Computers, PLC's, video monitors.
 - m. PLC's software or hardware.
 - n. Hydraulic power units, pumps and valves.
 - o. Hydraulic fluid, fluid reservoirs, heater for oil reservoirs.
 - p. Operating valves, manual and automatic.
 - q. Pistons and their packing.
 - r. Mufflers and silencers.
 - s. Pipe and pipe fittings located above ground.
 - t. Control wiring, electric wiring, fuses.
 - u. Guide shoes and rollers.
 - v. Control cables, wire ropes and cables.
 - w. Hoisting and governor cables and their fastenings.
 - x. Drive, governor, deflector, and compensating devices.
 - y. Car and overweight safeties.
 - z. Overspeed governors, buffers, and their contacts.
 - aa. Limit, landing, leveling and slow down switches, emergency lowering devices.
 - bb. Anti-Creep devices.
 - cc. Operating buttons and switches including key type.
 - dd. Hatch door interlocks, gate and door controls.
 - ee. Door and gate operating equipment, grates.

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- ff. Door protective devices.
- gg. Load weighting and dispatching devices.
- hh. Compensating cables or chains.
 - ii. Position and speed encoders.
- jj. Indicator lamps and indicator LED's.
- kk. Car Station telephones.
- ll. Batteries for any and all equipment.
- mm. Remote monitoring devices.
- nn. Cylinders and casings.
- oo. Hoistway gates, door, frames and seals, enclosures.
- pp. Emergency car lights.
- qq. Cover plates for signals, signal bells, and signal systems.
- rr. Communication systems (intercoms), telephone cables.
- ss. Main line power switches, breakers and feeders to elevator control equipment, and any other mechanical features of the elevators.

20. Vendor must maintain:

- a. Hall buttons.
- b. Alarms, and emergency telephone equipment.
- c. Lamps and fixtures (excluding car lighting).
- d. Car operating panels, buttons, and lamps.
- e. Position indicators and lamps.
- f. Legally required public signage (ie ADA, NFPA, and DOL certificates).

2. Testing

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

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

- b. Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep elevators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

3. Entrapment

- a. Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.

4. System Restart

- a. System Restart:** Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.

**REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance**

EXHIBIT B – AGENCY FACILITIES AND UNITS

1. **Facility Location:** West Virginia Lottery ("Lottery") located at 900 Pennsylvania Avenue, Charleston, WV 2530

<u>ELEVATOR</u>	<u>CAPACITY</u>	<u>TYPE</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
1	2,500	FREIGHT	DOVER	BAX654
2	2,500	PASSENGER	DOVER	BAX655
3	2,500	PASSENGER	DOVER	BAX656
4	2,500	PASSENGER	DOVER	BAX657

REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance

EXHIBIT C - PRICING PAGE

Item	Preventive Maintenance	Unit of Measure	Quantity	Monthly Cost	Yearly Cost
1	Elevator #1 (BAX654)	Months	12	\$ 368.00	\$ 4,416.00
2	Elevator #2 (BAX655)	Months	12	\$ 368.00	\$ 4,416.00
3	Elevator #3 (BAX656)	Months	12	\$ 368.00	\$ 4,416.00
4	Elevator #4 (BAX657)	Months	12	\$ 368.00	\$ 4,416.00
Total				\$ 17,664.00	(A)

Corrective Maintenance		Unit of Measure	Estimated Hours**	Hourly Labor Rate	Total Labor Cost
1	Hourly Labor Rate	Hours	200	\$ 350.00	\$ 70,000.00 (B)
2	Hourly Overtime Rate	Hours	20	\$ 425.00	\$ 8,500.00 (C)

Estimated Parts Cost		Unit of Measure	Estimated Parts Cost**	Multiplier	Total Parts Cost
1	Estimated Parts Plus Markup**	Lump Sum	\$ 10,000.00	1.25	\$ 12,500.00 (D)

Total Bid Amount is calculated by adding the Total Yearly Cost (A), Total Labor Cost (B), Total Overtime Cost (C), and the Total Parts Cost (D)

Total Bid Amount \$ 108,664.00

*Total Bid Amount is calculated by adding the **Total Yearly Cost (A)**, **Total Labor Cost (B)**, **Total Overtime Cost (C)**, and the **Total Parts Cost (D)***

* The Attached Standard Bid Clarifications Shall Be Made Part of this Agreement

*EH
1-16-24*

Revised 06/08/18

TK Elevator
901 Morris Street
Charleston, WV 25301

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) (E)
as Principal, and (F) of (G) (H)
(I), a corporation organized and existing under the laws
of the State of (J) with its principal office in the City of
(K), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of (L)
(M) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)
(Name of Principal)

By (S)
(Must be President, Vice President, or
Duly Authorized Agent)

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

By _____

(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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



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

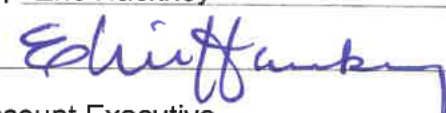
I, Eric Hackney, after being first duly sworn, depose and state as follows:

1. I am an employee of TK Elevator Corporation; and,
(Company Name)
2. I do hereby attest that TK Elevator Corporation
(Company Name)

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

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

Printed Name: Eric Hackney

Signature: 

Title: Account Executive

Company Name: TK Elevator Corporation

Date: January 16, 2024

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 16th day of January, 2024

By Commission expires April 25, 2024

(Seal)




(Notary Public)



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1327063

Doc Description: West Virginia Lottery Elevator Maintenance

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-04	2024-01-17 13:30	CRFQ 0705 LOT2400000003	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 : TK Elevator Corporation

Address :

Street : 901 Morris Street

City : Charleston

State : WV

Country : USA

Zip : 25301

Principal Contact : Eric Hackney

Vendor Contact Phone: 304-552-8798

Extension:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor
Signature X

FEIN#

62-1211267

DATE January 16, 2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish a contract for construction services for Elevator Maintenance for the WV Lottery Headquarters Building located at 900 Pennsylvania Ave, Charleston WV. per the attached specifications, terms and conditions.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO**SHIP TO**

LOTTERY
PO BOX 2067

LOTTERY
900 PENNSYLVANIA AVE

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator maintenance services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Per the attached Specifications preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators.

INVOICE TO**SHIP TO**

LOTTERY
PO BOX 2067

LOTTERY
900 PENNSYLVANIA AVE

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Parts Plus Markup Multiplier	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting at 10am ET	2024-01-03
2	Questions due by 10am ET	2024-01-10

	Document Phase	Document Description	Page 3
LOT2400000003	Final	West Virginia Lottery Elevator Maintenance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

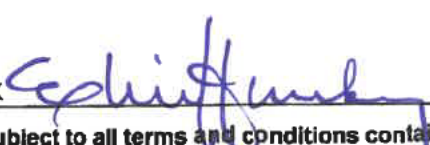
State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1327063			Reason for Modification: Addendum 1 to attach pre-bid sign in sheet
Doc Description: West Virginia Lottery Elevator Maintenance			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-10	2024-01-17 13:30	CRFQ 0705 LOT2400000003	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 : TK Elevator Corporation		
Address :		
Street : 901 Morris Street		
City : Charleston		
State : WV	Country : USA	Zip : 25301
Principal Contact : Eric Hackney		
Vendor Contact Phone: 304-552-8798		Extension:

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr 304-558-2652 brandon.l.barr@wv.gov

Vendor Signature X 	FEIN# 62-1211267	DATE January 16, 2024
All offers subject to all terms and conditions contained in this solicitation		

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish a contract for construction services for Elevator Maintenance for the WV Lottery Headquarters Building located at 900 Pennsylvania Ave, Charleston WV. per the attached specifications, terms and conditions.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator maintenance services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Per the attached Specifications preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Parts Plus Markup Multiplier	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting at 10am ET	2024-01-03
2	Questions due by 10am ET	2024-01-10

SOLICITATION NUMBER: CRFQ LOT2400000003

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No. 1 issued for the following:

- 1) To attach the pre-bid sign in sheet.

-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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ LOT2400000003 - Elevator Maintenance

Date of Pre-Bid Meeting: January 1, 2024 (01/03/2024)

Location of Prebid Meeting: Lottery Headquarters

Please Note:

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
OTI's	Scott Carpenter	4499 CAMPBELL ROW RD - PITTSBURGH PA 15205	412-230-0663	—	scott-carpenter@oti.com
DC Elevator	Jason Rucker	1002 young st Charleston WV 25302	304 255 343 7222	—	
TK Elevator	Eric Hackney	901 Morris St. Charleston, WV 25301	304-552-8798	866-812-5542	eric.hackney@tk-elevator.com
WV Elevator	Grant Murphy	4784 Chimney Drive Charleston, WV 25302	304 542-8226	—	gmurphy@3phaseelevator.com

**One Vendor Per Representative - 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.*

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ LOT2400000003 - Elevator Maintenance

Date of Pre-Bid Meeting: January 1, 2024 (01/03/2024)

Location of Prebid Meeting: Lottery Headquarters

Please Note:

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WV Lottery	STEVEN Compton	900 Penn Ave Chas	304-558-0500		
WV Lottery	Joe Jones	900 Penn Ave. Chas.	(204) 389-4621		
WV Lottery	Matthew Farley	900 Penn Ave. Chas.	304-932-8328		
WV Lottery	Thomas Hyams				

***One Vendor Per Representative** - 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT24*03

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 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.

TK Elevator Corporation

Company



Authorized Signature

January 16, 2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1327063

Doc Description: West Virginia Lottery Elevator Maintenance

Reason for Modification:

Addendum 1 to attach pre-bid
sign in sheet

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-10	2024-01-17 13:30	CRFQ 0705 LOT2400000003	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 : TK Elevator Corporation

Address :

Street : 901 Morris Street

City : Charleston

State : WV

Country : USA

Zip : 25301

Principal Contact : Eric Hackney

Vendor Contact Phone: 304-552-8798

Extension:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor
Signature X

FEIN# 62-1211267

DATE January 16, 2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish a contract for construction services for Elevator Maintenance for the WV Lottery Headquarters Building located at 900 Pennsylvania Ave, Charleston WV. per the attached specifications, terms and conditions.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO**SHIP TO**

LOTTERY
PO BOX 2067

LOTTERY
900 PENNSYLVANIA AVE

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator maintenance services	0.00000	LS		

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

72101506

Extended Description:

Per the attached Specifications preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators.

INVOICE TO**SHIP TO**

LOTTERY
PO BOX 2067

LOTTERY
900 PENNSYLVANIA AVE

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Parts Plus Markup Multiplier	0.00000	LS		

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

72101506

Extended Description:

Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting at 10am ET	2024-01-03
2	Questions due by 10am ET	2024-01-10

	Document Phase	Document Description	Page 3
LOT2400000003	Final	West Virginia Lottery Elevator Maintenance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TK Elevator Corporation
3100 Interstate N. Circle SE, Suite 500
Atlanta, GA 30339

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

West Virginia Lottery
900 Pennsylvania Avenue
Charleston, WV 25302

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

West Virginia Lottery Elevator Maintenance - Elevator Service Agreement for 4 ThyssenKrupp geared traction elevators.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of January, 2024.

(Witness)

TK Elevator Corporation

(Principal)

By:

(Title) Dawn Smith - Senior Manager



(Witness) Susan K. Landreth

Arch Insurance Company

(Surety)

(Seal)

By:

(Title) Kimberly Bragg, Attorney-in-Fact





TK Elevator Corporation

STANDARD BID CLARIFICATIONS (Service & Repair)

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department, and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.
2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.
3. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.
4. With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Kimberly Bragg

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (\$150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: TK Elevator Corporation

Obligee: West Virginia Lottery

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 31st day of August, 2022

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



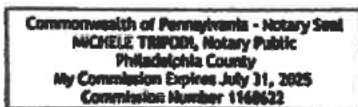
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

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



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 31, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of January, 2024

Regan A. Shulman

Regan A. Shulman, Secretary

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

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

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

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



AICPOA08312022

Printed in U.S.A.



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV000525**

CLASSIFICATION:
SPECIALTY

TK ELEVATOR CORPORATION
DBA TK ELEVATOR CORPORATION
788 CIRCLE 75 PKWY SE STE 500
ATLANTA, GA 30339

DATE ISSUED

AUGUST 06, 2023

EXPIRATION DATE

AUGUST 06, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 200 East Randolph CHICAGO, IL 60601	CONTACT NAME: Aon Risk Services Central, Inc.		
	PHONE (A/C No.Ext): (866) 283-7122	FAX (A/C No.Ext): (800) 363-0105	
	E-MAIL ADDRESS: acs.chicago@aon.com		
INSURED TK Elevator Corporation f/k/a thyssenkrupp Elevator Corporation	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI Global Insurance Company		41343
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Company of NA		43575
	INSURER D: ACE Fire Underwriters Insurance Company		20702
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 1917012****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD5668802 / GLD5668902	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH10757599	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
C B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Limits shown as requested:	Y/N <input checked="" type="checkbox"/> N	N/A	WLRC50730736 (AOS) WLRC50726836 (CA,MA)	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 0001 - Named Insured Includes: TK Elevator Corporation - Address: 3100 Interstate N Cir SE Suite 500 ATLANTA, GA 30339 Project
Number: - Project Name: SPECIMEN

CERTIFICATE HOLDER**CANCELLATION**

TK Elevator Corporation
3100 Interstate North Circle SE Suite
500 ATLANTA, GA 30339
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Your Charleston Team



TK Elevator

901 Morris Street
Charleston, WV
25301

304-342-0187

www.tkelevator.com

To place a service call, please call 304-342-0187 or 304-342-8115 and select option 1. To place an after-hours service call please dial 1-800-662-0526.

Our goal is to be your dedicated partner, deliver on our promises and make things as easy as possible.

There are nearly 12,000 of us who build, install, service, repair and modernize elevators and escalators across the Americas. And your team is ready to give you the exceptional customer experience you deserve.



Tony Jones
Branch Manager
Office: 304-249-9126 ext 11268
Cell: 304-859-4673
tony.jones@tkelevator.com



Eric Hackney
Account Manager
Office: 304-249-9133 ext 11263
Cell: 304-552-8798
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Dan Fry
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Cell: 304-541-8420
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Dan Short
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Office: 304-249-9127 ext 11267
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dan.short@tkelevator.com



Katy Petry
Service Sales/Operations Coordinator
Office: 304-249-9126 ext 11268
katy.petry@tkelevator.com



Sam Basler
NI/MOD Sales
Office: 304-932-0346 ext 11260
Cell: 681-344-4953
sameul.basler@tkelevator.com



The TKE Advantage

Thank you for the opportunity to present information on behalf of TK Elevator (formerly known as Dover Elevator & Thyssenkrupp Elevator). We are the industry leader for manufacturing, installation, service, maintenance and repair of vertical transportation. Many companies claim they are the best. At TK Elevator, we demonstrate every day what it takes to be the best by providing quality, customer driven service. These are just a few of the benefits you will experience with the **TKE Advantage**:

- ◊ 13 IUEC certified route mechanics and 2 dedicated Repair Teams managed out of the Charleston, WV office with combined experience of over 300 years
- ◊ Over 1,600 units serviced/maintained out of the Charleston, WV office located at 901 Morris Street
- ◊ On-call mechanics available 24 hours a day, 7 days a week
- ◊ Each mechanic operates from a fully equipped service vehicle
- ◊ Branch office/warehouse in Charleston with over \$100K in spare parts
- ◊ Award winning Safety program that makes employee & customer safety Priority 1
- ◊ International Technical Services Group
 - Engineers on call 24/7 dedicated to on-the-spot troubleshooting
 - Diagnostic tools for virtually all competitor's equipment
- ◊ Regional Trainers provide ongoing instruction to our field personnel
- ◊ Service/Repair/Sales Management Team with over 50 years combined field experience and over 50 years combined management experience
 - Routine Safety audits of field personnel, their vehicles and tools
 - Routine service audits of our field personnel and customer facilities
- ◊ Dedicated Sales and Customer Service Representatives
 - Address customer concerns in a timely and efficient manner
 - Process City/State Inspection reports and schedule appropriate work for completion in the allotted time
 - Inform and educate customers about every aspect of their elevator service needs from contractual issues to repairs and improvement opportunities

When you join the ranks of satisfied TK Elevator customers, you will come to appreciate the **TKE Advantage** that separates us from the competition. Thank you for your time. We sincerely appreciate the opportunity to become a trusted partner in the care of your facilities and property investment. Feel free to contact TK Elevator for all your new installation, service, maintenance and repair needs.

**TK Elevator
Team Charleston**

TK Elevator Corporation
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-0187
Fax: (866) 812-5542

West Virginia Division of Labor
Elevator Mechanic License



License Number: **M195**

Issued To:

Shane T. Perry

Expiration Date:

1/31/2025

A handwritten signature in blue ink, reading "Mitchell E. Washburn".

Commissioner of Labor

West Virginia Division of Labor
Elevator Mechanic License



License Number M222

Issued To

Michael D. McGhee

Expiration Date

1/31/2025

A handwritten signature in blue ink, reading "Mitchell E. Woodrum".

Commissioner of Labor

West Virginia Division of Labor

Elevator Mechanic License



License Number **M566**

Issued To

Christopher A. McGhee

Expiration Date.

5/31/2025

A handwritten signature in blue ink, reading "Mitchell E. Washburn".

Commissioner of Labor



West Virginia Division of Labor
Elevator Mechanic License

License Number M803

Issued To

Logan G. Casto

Expiration Date

3/31/2025

Michael E. Winkler
Commissioner of Labor

West Virginia Division of Labor
Elevator Mechanic License



License Number **M176**

Issued To

Russell E. James

Expiration Date

2/28/2025

A handwritten signature in blue ink, reading "Mitchell E. Washburn".

Commissioner of Labor

Certified Elevator Technician

CET ID# 05-00007
Expires 12/31/2005



Shane T Perry
CET

John H. Herwig, Chairman
NAEC Certification Board
Issued: 6/13/2005

Governo: Office of Miners' Health, Safety & Training

Class: 32 Safety Sensitive Personnel
Certification No: SSP-3626

PERRY SHANE T

DOI: 02-07-2014
DOE: N/A
Reg 9 - Charleston



0339006436

Eugene White
Director

NAESA International

This certifies that the person named herein has been a member in good standing since 6/28/2002

Valid Through June 30, 2004

SHANE T PERRY
Class: A

NAESA International
Exp Date 9-30-06 MBR

T W - C

Expires 02AUG2013



PERRY SHANE T

Transportation Worker Identification Credential

NAESA International

This is to certify that **SHANE T PERRY** is qualified as an **ELEVATOR SAFETY INSPECTOR**

Certification No: C-2134
Effective Date: 9/22/01
Expiration: 9/30/2003

Richard J. [Signature]
EXECUTIVE DIRECTOR

NAESA International
Exp Date 9/30/06 MBR

South Charleston Site
MURPHY ELEVATOR CO., INC. THE
2/09/2010



SHANE PERRY
RTC ID# 239166

Reciprocal Courses Exp Date
10BWV 03/09
10BWW 02/10

OSHA 000838779

U.S. Department of Labor
Occupational Safety and Health Administration

Shane Perry

has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety & Health

Wm. East
(Trainer)

10/27/05
(Date)

Contractor Partner

Murphy Elevator

Shane Perry



Site Orientation Expires: 12/09/2011