



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

Header @ 5

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1327063
 Procurement Type: Central Master Agreement
 Vendor ID: 000000105414
 Legal Name: OTIS ELEVATOR COMPANY
 Alias/DBA:
 Total Bid: \$0.00
 Response Date: 01/16/2024
 Response Time: 14:03
 Responded By User ID: otisnbc
 First Name: Austin
 Last Name: Dambach
 Email: austin.dambach@otis.com
 Phone: 4122866396

SO Doc Code: CRFQ
 SO Dept: 0705
 SO Doc ID: LOT2400000003
 Published Date: 1/10/24
 Close Date: 1/17/24
 Close Time: 13:30
 Status: Closed
 Solicitation Description: West Virginia Lottery Elevator Maintenance
 Total of Header Attachments: 5
 Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1327063
Solicitation Description: West Virginia Lottery Elevator Maintenance
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-01-17 13:30	SR 0705 ESR01052400000003228	1

VENDOR
 000000105414
 OTIS ELEVATOR COMPANY

Solicitation Number: CRFQ 0705 LOT2400000003
Total Bid: 0
Response Date: 2024-01-16
Response Time: 14:03:04
Comments:

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Elevator maintenance services	0.00000	LS	84480.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Commodity Line Comments: Total cost for preventative/corrective maintenance is \$84,480.
 Unsure of what you are looking for for the delivery days, so I put 30 for monthly.

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Parts Plus Markup Multiplier	0.00000	LS	11500.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Commodity Line Comments: Parts marked up at 15%
 Unsure of what you are looking for for the delivery days, so I put 30 for monthly.

Extended Description:

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

<p style="text-align: center;">OTIS ELEVATOR COMPANY ("Vendor")</p> <p style="text-align: center;">ACKNOWLEDGMENT</p> <p style="text-align: center;">NEW EQUIPMENT</p>	Contract Number: TBD
	Your Order Number: TBD
<p style="text-align: center;">Thank you for your order</p> <p style="text-align: center;">Please refer to our contract number in all correspondence. Address all inquiries to: OTIS ELEVATOR COMPANY</p>	Acknowledgement Date: 09 th January 2024
	Sold To: State of West Virginia ("State" or "you")
	Job Location: 900 Pennsylvania Ave Charleston WV 25302

Thank you for allowing Otis the opportunity to do business with you. Vendor's agreement to provide labor, services, and materials (collectively, the "Work") is conditioned by the following terms in this document (hereinafter called, the "Acknowledgment") and Vendor's proposal dated [REDACTED] (the "Proposal"), both of which are incorporated herein by reference and made a part of the contract between Vendor and State. Collectively, the Acknowledgment, Proposal, and any other contract document agreed to between Vendor and State for the Work are hereinafter referred to as the "Contract". In the event of a conflict between the Acknowledgment, Proposal, or any other document, the terms in this Acknowledgment control (the only exception to this is limited to if the terms of the Proposal give Vendor greater rights or protections, then in such limited instances, the Proposal controls). References to specific sections or articles below, if any, are not meant to limit the applicability of such modifications to only such sections or articles, to the extent that the modifications may also apply to other sections or articles of the Contract.

Vendor will accept the terms of the prime contract and contract documents, only to the extent that those terms have been presented to Vendor and only to the extent they do not add to or conflict with this Acknowledgment or the Proposal.

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Vendor's Work shall be performed in accordance with the applicable law, code, or regulation (collectively "Code") in effect on the date that Vendor submitted to you its initial proposal and not any subsequently changed, amended, altered, or implemented Code.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Article 16:

The materials and components that comprise Vendor's products are procured from a variety of sources located throughout the world, which allows Vendor to provide its customers with high quality equipment at competitive prices, but limits Vendor's ability to meet certain percentages of M/W/DBE set aside goals. Vendor is committed to achieving diversity within Vendor's workforce and in Vendor's supply base, however, Vendor cannot commit to specific set aside targets in the Contract.

GENERAL TERMS AND CONDITIONS

Article 4, Article 24:

Subject to the provisions of this Acknowledgment regarding price adjustments, the Work is to be performed for a fixed price at the amount indicated in the Contract. Vendor shall be entitled to an equitable adjustment in price and/or time for performance, as applicable, for changes in scope of work, or compression, acceleration, delay or inefficiency outside of Vendor's control. If Vendor is directed by State to furnish any labor, service, or material that is outside of the mutually agreed upon scope of Work of the Contract ("Out of Scope Work"), Vendor may, at its discretion, agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. In such instances where Vendor agrees to perform such Out of Scope Work, if the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Vendor may suspend the Out of Scope Work, without default or penalty to Vendor and Vendor reserves

the right to seek reasonable compensation for any such Out of Scope Work performed but not paid. Vendor shall not be liable for any project delay or damage, including but not limited to liquidated or consequential damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

Article 8, Article 9:

Notwithstanding anything to the contrary, Vendor will supply an insurance certificate evidencing the insurance carried by Vendor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Vendor for the Work on this project. Vendor does not provide copies of its insurance policies or declaration pages, certified or otherwise, does not waive subrogation, and does not add others as additional insured. All limits and values related to coverage if any is provided to State shall be actual values without qualifying language such as “at least”, “not less than”, “no less than”, “minimum” or the like. Coverage, if any, will be on an occurrence basis. Coverage limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of adding parties as additional insured, such parties shall be named insured on an Owner and Contractor Protective (OCP) Liability policy with a limit of \$2,000,000.

Vendor shall not be required to comply with requirements from third party vendors of any kind including without limitation insurance compliance vendors nor shall Vendor be responsible for any costs associated with same.

State shall maintain “Builder’s Risk” insurance upon the full value of our Work and material delivered to the job site, at no cost to Vendor.

If the project is covered by an Owner/Contractor Controlled Insurance Program (“CIP”), Vendor agrees to participate provided it is at no cost to Vendor and subject to Vendor’s review and express acceptance of the proposed program. Any CIP requirement which violates or is counter to the intent of any condition found in any of Vendor’s labor agreement(s) is immediately void and unenforceable. In the event Vendor enrolls in any CIP program, the OCP is waived and Vendor will *add* (not name) others as Additional Insured for off-site operations only. Policies, Declaration Pages, and any rating information related to Vendor’s liability insurance has been deemed proprietary and will not be shared with third parties. Vendor does not allow credits, deducts, deductibles or the reduction of its goods and services in exchange for participation. Vendor does not provide professional liability coverage.

Article 11:

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

Article 19; and Request for Quotation - Article 12.2:

The Contract may be terminated for default only and provided that Vendor is first allowed ten (10) days to commence to cure the deficiency upon receipt by Vendor of written notice specifying in detail the deficiency. In the event the Contract is terminated through no fault of Vendor, State agrees to pay for all material furnished, or manufactured, and labor performed up to the date of termination, including a reasonable margin.

In the event State sells the building or its interest is terminated prior to the expiration of the Contract, State agrees to assign the Contract to the new owner or successor and to cause the new owner to assume State’s obligations under the Contract. If the new owner or successor fails to assume State’s obligations under the Contract, then State agrees to pay Vendor all sums due for the unexpired term on an accelerated basis.

Article 22:

Vendor agrees to abide by State’s safety policy as long as said policy is not in conflict with Vendor’s safety policy(ies) or Vendor’s agreement with the International Union of Elevator Constructors (IUEC).

State agrees to provide Vendor with unrestricted ready and safe access to all areas in which any Work is performed and to keep all Work areas free of excessive debris, waste, or hazardous materials. Further, State shall prohibit others from interfering with Vendor’s Work.

Article 23:

In the event any disputes arise in connection with the performance of any obligation under this Agreement, Vendor agrees to consult and consider the use of mediation or other form of alternative dispute resolution prior to resorting to litigation.

Article 27:

State may assign this agreement, but only with written approval from Vendor, which will not be unreasonably withheld.

Article 28; and Request for Quotation – Article 3.1.8:

Vendor's warranty only covers defective material and workmanship for a period that shall not extend longer than one (1) year from the date of completion of each elevator or escalator equipment or acceptance thereof by beneficial use, whichever is the earlier, of each elevator or escalator equipment. Vendor's duty and State's remedy under this warranty are limited to Vendor correcting a covered defect that State reports to Vendor within the warranty period which, at Vendor's option, Vendor will repair or replace, provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Vendor's Reasonable Control. Warranty work will be completed during the local Vendor office's regular business hours and excludes local area Union holidays. Should any warranty work be performed outside of these regular business hours, the State will be responsible for the premium portion of labor at Vendor's standard service billing rates. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 30:

To the extent that a party receives ("Receiving Party") any non-public data, information and other materials from the other party ("Disclosing Party") that is disclosed pursuant to the Contract (hereinafter "Confidential Information"), the Receiving Party shall not with respect to such Confidential Information (1) disclose the Confidential Information to any third party, (2) use the Confidential Information for its own benefit, or (3) use the Confidential Information for the benefit of others. Each party shall safeguard any Confidential Information received pursuant to the Contract using at least the level of care that it uses to protect its own confidential information, but in no case shall it use less than reasonable care. Neither party shall have an obligation of confidentiality with respect to any Confidential Information which: (i) was already known to the Receiving Party prior to acquisition from, or disclosure by the Disclosing Party; (ii) is received without restriction as to disclosure by Receiving Party from a third party having the right to disclose it; (iii) is approved for release by written authorization from the Disclosing Party; or (iv) is or becomes publicly known without fault of the Receiving Party. The Disclosing Party may at its sole discretion request the return and/or deletion of any Confidential Information provided to the Receiving Party, and the Receiving Party shall immediately delete and/or return such Confidential Information and certify in writing its compliance with the request. The Receiving Party shall not reverse engineer, reverse assemble, or decompile Confidential Information. Confidential Information may be disclosed to (i) contract workers, consultants and agents of the Receiving Party or (ii) the owner of the subject equipment at the subject premises who have a need to know for the benefit of Vendor and who have executed agreements with the Receiving Party obligating them to treat such information in a manner consistent with the terms of the Contract.

Article 35 – 2nd Paragraph, Article 36:

Notwithstanding anything to the contrary, Vendor agrees to indemnify State for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Vendor's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Vendor's duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

Article 39:

Vendor does not agree to any inspection, audit, or copy of any of Vendor's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

Article 40:

Vendor supports State's efforts to maintain a safe and productive work environment; however, Vendor's collective bargaining agreement with the IUEC prohibits Vendor from completing background checks, searches, or tests on Vendor employees in the IUEC bargaining unit. Therefore, Vendor cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Vendor employees. Vendor will request IUEC represented employees furnishing Work for State to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that State requires background checks. State agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing, Vendor will take appropriate action in the event that State advises Vendor of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)

Article 2; and Bid Bond:

Vendor will provide surety bond(s) in the form provided by Vendor's surety at no cost to Vendor, if required. This is in lieu of participation in any type of surety wrap-up or Subguard program.

Request for Quotation – Article 3.3.3:

Should Vendor agree to work overtime, State agrees to pay Vendor overtime premium wages.

Article 25 (New Article):

Vendor shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Vendor's Reasonable Control"). Vendor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Vendor's Reasonable Control. Vendor's ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Vendor by State of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics for Vendor's uninterrupted use.

IN GENERAL

ASBESTOS / HAZARDOUS MATERIAL

State agrees to immediately notify Vendor if State is aware or becomes aware of the existence of asbestos or other hazardous material in any place where Vendor's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material, State agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Vendor shall be entitled to (i) delay its Work until it is determined to Vendor's satisfaction that no hazard exists and (ii) compensation for delays encountered.

WC IMMUNITY

Vendor does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

TOOLS

State shall not have the right to take possession of Vendor's tools, machinery or equipment unless State has paid in full for such materials and Vendor has expressly agreed to the sale of such materials in writing.

STORAGE

State will provide suitable and safe storage areas, adjacent to the elevator shafts or escalator areas, for material and equipment during the course of the Work. Added costs to Vendor resulting from off-site storage or relocation of the storage facilities at State's request shall be reimbursed by State.

BARRICADES

State shall be responsible to erect/maintain all barricades at all of Vendor's elevator hoistway locations throughout the job site in strict conformance with good safety practices, the Code of Federal Regulations as governed by the Occupational Safety Health Act, and any other applicable regulations.

INSPECTION COST

Vendor agrees to pay for the cost of one inspection after completion of the Work. Should additional inspections be necessary for causes not attributable to Vendor, State agrees to pay for said inspections.

CUTTING & PATCHING

Vendor's acceptance is conditioned on the understanding that others shall furnish at their cost the cutting and patching of walls, floors or structural portions of the building.

SOFTWARE

Vendor shall exclusively own all intellectual property rights, title, and interest in (i) all Vendor's goods, services, and software, as well as any and all intellectual property conceived and/or developed by Vendor in the course of its Work for State. The State agrees to keep any Vendor software resident in the Vendor's goods or services in confidence as a trade secret for Vendor and will not permit others to

examine, copy, disclose, disassemble, modify, or reverse engineer Vendor's equipment, services or software for any purpose whatsoever. Vendor hereby grants to State a limited, non-exclusive right and license to use Vendor's intellectual property as embodied in Vendor's goods, services, and software exclusively in connection with and at the physical location where such goods, services, or software are delivered under the Contract. Use of such software for any other purpose is prohibited. Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by Vendor solely for State's exclusive use only (and no other customer of Vendor) and State was expressly contemplated to be the exclusive owner of such information under a separate written agreement. Vendor will supply an owner's manual with instructions on how to operate and maintain the equipment. Vendor will not supply any additional information such as internal, confidential, or proprietary information of Vendor including internal manuals, manufacturing drawings, or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Vendor Peripherals") which Vendor may use or install to deliver service under the Contract remains Vendor's property, solely for the use of Vendor's employees. Vendor Peripherals are not considered as part of the equipment. If the Contract is terminated for any reason, Vendor shall be given access to the premises to remove the Vendor Peripherals at Vendor's expense. Vendor shall only be required to follow its own cyber security policies and procedures.

TITLE AND RESERVATION OF RIGHTS

Title to each elevator or escalator equipment as applicable shall pass to State when final payment for such equipment is received. Vendor shall retain a security interest in all material furnished hereunder and not paid for in full. State agrees that a copy of the Contract may be used as a financing statement for the purpose of placing upon public record Vendor's interest hereunder in the material and State agrees to execute a UCC-1 form or any other document reasonably requested by Vendor for that purpose. Vendor reserves the right to discontinue the Work at any time or to withhold the release of completed elevator or escalator equipment until all overdue payments, with interest, shall have been made as agreed herein. Nothing shall serve to void or reduce Vendor's entitlement to payment for Work properly performed or material suitably stored.

BUY AMERICAN

The equipment that Vendor will provide under the Contract is produced from components procured from a variety of sources located throughout the world. Therefore, Vendor cannot confirm compliance with the Buy American Act (or applicable Domestic Sourcing Act). However, these components are selected or designed to meet applicable U.S. standards.

COMMERCIAL ITEMS CLARIFICATION

The components, equipment and services proposed by Vendor are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Vendor's standard commercial accounting policies and practices which do not consider any special requirements of the government cost principles and do not meet the requirement of Part 31 of the FAR. Vendor agrees only to perform a contract for the sale of a commercial item on a fixed price basis. In addition, Vendor will not agree to submit or certify to any cost pricing data nor does Vendor agree to any requirements to establish price reasonableness under FAR Part 15 or to meet any Cost Accounting Standards. In stating its position, Vendor refers to FAR Part 12- "Acquisition of Commercial Items." In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to the Contract except those regulations expressly accepted in writing by Vendor.

IUEC/UNION:

Vendor has a contract with the International Union of Elevator Constructors (IUEC) and therefore cannot agree to be bound by any provision that modifies or conflicts with the union labor agreement.

COVID VACCINE MANDATES

Vendor will not accept any Covid vaccine mandates unless Vendor is given the opportunity to review the requirements and can assure Vendor can fully comply. Non acceptance of any Covid vaccine mandates by Vendor will not be cause for breach of contract or any other cause of action (damages, penalties or otherwise).

LEED:

Vendor will make good faith efforts to satisfy LEED requirements, if any, but cannot guarantee compliance with any specific requirements or status certification.



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			
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 : Otis Elevator Co
 Address:
 Street: 4499 Campbells Run Road
 City : Pittsburgh
 State: PA Country : USA Zip: 15205
 Principal Contact : Austin Dambach
 Vendor Contact Phone: 412-286-6396 Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  FEIN# 13-5583389 DATE 1/12/2024

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 US	WV	CHARLESTON US	WV

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 US	WV	CHARLESTON US	WV

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.

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 WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

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

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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 cancellation, 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

ADDITIONAL TERMS AND CONDITIONS (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.

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.

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.

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: Otis Elevator Co

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

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) Scott Carpenter
(Address) 4499 Campbells Run Road. Pittsburgh PA 15205
(Phone Number) / (Fax Number) _____
(email address) scott.carpenter@otis.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Otis Elevator Co.
(Company)
[Signature]
(Signature of Authorized Representative)
Joshua J. West - General Manager
(Printed Name and Title of Authorized Representative) (Date)
(412) 418-7857
(Phone Number) (Fax Number)
joshua.west@otis.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.

Otis Elevator Co.
Company

[Signature]
Authorized Signature

1/8/2024
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
West Virginia Lottery Elevator Maintenance

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
West Virginia Lottery Elevator Maintenance

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
West Virginia Lottery Elevator Maintenance

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.

REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance

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
West Virginia Lottery Elevator Maintenance

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: Scott Carpenter

Telephone Number: 412-230-0663

Fax Number: N/A

Email Address: Scott.Carpenter@otis.com

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,

REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance

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 of 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.

REQUEST FOR QUOTATION
West Virginia Lottery Elevator Maintenance

- 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	\$ 310	\$ 3,720
2	Elevator #2 (BAX655)	Months	12	\$ 310	\$ 3,720
3	Elevator #3 (BAX656)	Months	12	\$ 310	\$ 3,720
4	Elevator #4 (BAX657)	Months	12	\$ 310	\$ 3,720
				Total	\$14,880 (A)

Corrective Maintenance		Unit of Measure	Estimated Hours**	Hourly Labor Rate	Total Labor Cost
1	Hourly Labor Rate	Hours	200	\$ 290	\$ 58,000 (B)
2	Hourly Overtime Rate	Hours	20	\$ 580	\$ 11,600 (C)

Estimated Parts Cost		Unit of Measure	Estimated Parts Cost**	Multiplier	Total Parts Cost
1	Estimated Parts Plus Markup**	Lump Sum	\$ 10,000.00	1.15	\$11,500 (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 \$ 95,980		

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)



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

I, Joshua J. West, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Otis Elevator Co.; and,
(Company Name)
- 2. I do hereby attest that Otis Elevator Co.
(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: Joshua J. West
 Signature: [Handwritten Signature]
 Title: General Manager
 Company Name: Otis Elevator Co.
 Date: 1/12/24

STATE OF WEST VIRGINIA,

COUNTY OF Allegheny, TO-WIT:

Taken, subscribed and sworn to before me this 12 day of January, 2024.

By Commission expires February 9, 2026

(Seal)

[Handwritten Signature]
 (Notary Public)



Commonwealth of Pennsylvania - Notary Seal
 Robert C. Dyer, Notary Public
 Allegheny County
 My commission expires February 9, 2026
 Commission number 1413669
 Member, Pennsylvania Association of Notaries

Otis Elevator Co. – GBO Pittsburgh
4499 Campbells Run Road
Pittsburgh PA 15205
Fax 860-998-8406

January 5th, 2024

West Virginia Lottery

Comprehensive Elevator Maintenance Program

WV Lottery,

We appreciate the opportunity to bid on the maintenance of your elevators across the entire hospital footprint. In this bid, you will find our completed bid form and supporting documents.

Supplements to our Otis Maintenance Management Program are included as well as an organization overview of our local office specifically including qualifications & experience of the team members that will be assigned to your campus. All the supporting documents provided are copyright property of OTIS Elevators and are not to be given out.

- General Information/Legal Information
- Pricing form
- Otis' Relationship Management Approach
- Local Branch Overview
- Qualifications & Experience
- Understanding Of Local Laws
- Similar Projects & References
- OMMS 5.0 Fact Sheet
- e-Service Fact Sheet
- Otisline Fact Sheet

This Bid confirms our firm's understanding of local laws, ordinances, regulations, policies, requirements, permits, etc. Upon review of our bid submission, if you are to have any questions or need any type of clarification, please contact me directly. We again appreciate the opportunity and look forward to your response.

Sincerely,

Joshua West
GM & Director Pittsburgh/WV
Otis Elevator Co.

Otis Elevator Co.

Pricing Sheet

EXHIBIT C - PRICING PAGE

Item	Preventive Maintenance	Unit of Measure	Quantity	Monthly Cost	Yearly Cost
1	Elevator #1 (BAX654)	Months	12	\$ 310	\$ 3,720
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3	Elevator #3 (BAX656)	Months	12	\$ 310	\$ 3,720
4	Elevator #4 (BAX657)	Months	12	\$ 310	\$ 3,720
				Total	\$14,880 (A)

Corrective Maintenance		Unit of Measure	Estimated Hours**	Hourly Labor Rate	Total Labor Cost
1	Hourly Labor Rate	Hours	200	\$ 290	\$ 58,000 (B)
2	Hourly Overtime Rate	Hours	20	\$ 580	\$ 11,600 (C)

Estimated Parts Cost		Unit of Measure	Estimated Parts Cost**	Multiplier	Total Parts Cost
1	Estimated Parts Plus Markup**	Lump Sum	\$ 10,000.00	1.15	\$11,500 (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			
		\$ 95,980			

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)

Otis Elevator Co.

Account Management – Strategic Objective/Goals

OBJECTIVE: Otis' goal is to track, evaluate & pro-actively address the # of callbacks/service requests by performing the specified Preventative tasks, and partnering to prioritize and complete recommended repairs & Capital Upgrades.

SCOPE: Provide Monthly visits on each of the units dedicating Mechanics, Callback Service, & Communication on Repairs/Capital Upgrades.

GOALS:

- Implement/Execute Maintenance Plan to reduce callbacks, minimize downtime, pro-active approach
- Establish Coordination to ensure fast response times
- Coordinate, Perform, and Track mandated safety tests
- Implement Updated Technologies for Service Tracking & End User Efficiency
- Implement Consultative Capital Planning for Long Term Efficiencies
- Conduct Reviews to discuss OTIS' Previous Performance.
- Continue to Revise/Review Goals Quarterly

Otis Elevator Co. Management Team

Spencer Wike
Regional General Manager
25+ Years Exp

Joshua West
General Manager – PGH WV
15+ Years Exp

Bobby Dyer
Modernization Sales Manager
15+ Years Exp

Austin Dambach
Business Development
1yr of Experience

Scott Carpenter
Account Manager
30+ Years Exp

Jim Buechel
Modernization Supervisor
40+ Years Exp

Kelsey Armani
Regional Sales Manager
10+ Years Exp

Gary Roberts
Maintenance Supervisor
25+ Years Exp

Rainee Lutz
Assistant MOD Supervisor
15+ Years Exp

Frank Henderson
Regional Field Operations MOD
20+ Years Exp

Otis Elevator Co.

Qualifications- Field Staff

In total the Pittsburgh/WV offices have 30+ maintenance routes/mechanics supporting the Pittsburgh/WV area. We also have 6 service teams that support the same area that complete repairs, testing, and other service-related items. In the Greater Pittsburgh and West Virginia region, we have over 50+ mechanics.

Supporting Otis Route Mechanics that cover WV and surrounding area:

Tim Perry – 15+ Years

Korben Wright – 5+ years

Scott Williams – 27+ years

Randy Ardeno – 20+ Years

Greg Fertig – 20+ years

Jarod Pinkerton – 20+ Years

Paul Riston – 8+ years

Mark Pauley – 8+ years

Otis Elevator Co.

Qualifications- Field Staff

Greg Fertig – Greg has 20+ years of field experience. He has a high level of experience with the specific vintage/type of equipment that is in WV Lottery’s specific elevator portfolio. He has serviced routes across WV and has much experience in the elevator trade.

Tim Perry- Tim has 15+ years of field experience. Tim has experience with installations, maintenance, and repairs. He also has expertise in the type/vintage of equipment located within the lottery’s elevator portfolio.

Scott Williams– Scott has 27+ years of field experience as a field mechanic. He has experience servicing escalators throughout West Virginia as well as in parts of Ohio. In his 27 years, he has worked with a wide range of types/vintage of elevators in large elevator portfolios.

***NEIEP Certifications/other licenses can be provided upon contract award.

Otis Elevator Co.

Qualifications- Office Staff

Gary Roberts - Service Manager

Gary has over 25 years of industry experience. He has installed new equipment, modernized, and maintained elevators, serving all lines of business both in the field and office operations. He provides operational support for all maintenance activities for West Virginia.

Scott Carpenter – Client Relationship Manager

Scott has over 30 years of industry experience. Over the years, he excelled in managing portfolio-based accounts. He actively manages our Marshall University account, WV State University account, and many others throughout West Virginia. As your assigned Account Manager, Scott will be your main point of contact supporting WV Lottery in all administrative and customer service needs regarding elevator maintenance.

Otis Elevator Co.

Similar Projects

1.) **Marshall University**

- Campus Overview- **81 Units**
 - 15 Dover Geared TAC 50s
 - Same type of elevators located in WV Lottery Building
- Monthly Reviews / visits
- Otis Serviced Elevators since 2020

2.) **Memorial Hospital (Marietta)**


- Sight Overview – **24 Units**
 - Multiple Dover Geared Tac 50s
 - Same type of elevators located in WV Lottery Building
- Monthly Reviews / visits
- Otis Serviced Elevators since 2020

3.) **WV State University**




- Campus Overview- **22 Units**
 - 2 Dover TAC 32
 - Same type of elevators located in WV Lottery Building
- Monthly Reviews
- Otis Serviced Elevators since 2018

Otis Maintenance Management System


OMMS®
OTIS MAINTENANCE
MANAGEMENT SYSTEM




EXECUTION

STANDARD PROCEDURES VISIT DOCUMENTATION CONTINUOUS FINE-TUNING DISCRETIONARY TASKS



 Signature Service 15

PREDICTIVE INSIGHTS

Personalizing your service experience

Transparent	<p>WE PROVIDE VISIBILITY</p> <ul style="list-style-type: none"> Relevant updates about your service ensures your contract is being met Customizable views and preferences tailor communications to meet your needs 	 Customer Portal & app	 Campus View	 Transparent Scorecard	<p style="font-size: small; text-align: center;">Software-enabled service</p> <p style="text-align: center;">↓</p> <p style="font-size: small; text-align: center;">Software Updates</p> <p style="text-align: center;">↓</p> <p style="font-size: small; text-align: center;">New predictive Models</p> <p style="text-align: center;">↓</p> <p style="font-size: small; text-align: center;">Sensor add-ons</p>
Proactive	<p>WE IMPROVE RESPONSE</p> <ul style="list-style-type: none"> Real-time elevator status allows us to inform you when there's a problem Additional insights for mechanics enables quicker repairs & improved first-time fix 	 Active Monitoring	 Informed repairs	 Trapped passenger indication	
Predictive	<p>WE AVOID SHUTDOWNS</p> <ul style="list-style-type: none"> Predictive models assign elevator health scores & highlight potential problems before symptoms arise Preemptive maintenance & upgrades help avoid unexpected shutdowns 	 Big Data Analytics	 Predictive maintenance	 Upgrade Planner	

DATA ANALYTICS PREVENT UNPLANNED SHUTDOWNS


Otis Elevator Co.

Otisline – Callout Process


Signature Service

TRANSPARENT COMMUNICATION


CONTACT US:



Otis App
 iPhone, Android and Windows
 To Download:
 Search "Otis eService" in the application Marketplace and download accordingly




Customer Portal
www.otiselevator.com




Phone
 English: (800) 233-6847
 French: (800) 238-6847
 Spanish: (800) 872-6847


Receive updates when and how you prefer




Web



App



Email Text



OTISLINE CUSTOMER CARE
 24/365 support from trained Otis employees

ADA PHONE MONITORING
 Specialized service is provided at no additional charge as part of your service agreement

Signature Service

CALL PROCESS



Notify

- Customer call
- Elevator-generated
- Mechanic visit



Dispatch

- Status updates via text
- Route or Repair mechanic



Mechanic Visit

- Use iPhone & apps to:
 - Troubleshoot
 - Receive support
 - Order parts



Customer Benefits

- Better uptime
 - Improved passenger experience
 - Clear communication



Visit Summary

- Email
- Webportal

eService

ONLINE MANAGEMENT



INFORMED

Receive notifications about and access to a complete history of activities for your equipment



ORGANIZED

Review important service records and reports



CONVENIENT

Pay bills online and access other personalized data through one simple performance dashboard

MOBILE

Time-saving tools designed to keep you up-to-date on the status of your equipment wherever you are



OTIS

Signature 22
Service

Otis Elevator Co.

Advanced Technologies – Data Management

eService

ONLINE MANAGEMENT



INFORMED

Receive notifications about and access to a complete history of activities for your equipment



ORGANIZED

Review important service records and reports



CONVENIENT

Pay bills online and access other personalized data through one simple performance dashboard



MOBILE

Time-saving tools designed to keep you up-to-date on the status of your equipment wherever you are



EMS Panorama™ 2.0

ELEVATOR MANAGEMENT SYSTEM

See more. Know more. Take control.

The EMS Panorama 2.0 system enables building staff to monitor, control, report on and manage a full range of operational-critical functions via browser. From sophisticated data collection and performance analysis to improved building security, EMS Panorama 2.0 provides a new dimension of equipment management control.

FEATURES



Web-based interface
on computer or tablet



Real-time display
of performance



Complete control
of system-wide functions



Advanced scheduling
to manage traffic patterns



Custom access
for every floor



Accurate equipment status
for informed decision-making



Custom reporting
of equipment data



Cybersecurity
factored into design



Configurable hot buttons
for your most frequent or
safety operations

Otis Elevator Company contractor qualification statement 2023

Headquarter Address	One Carrier Place, Farmington, Connecticut 06032
Otis Americas	11760 US Hwy 1; Suite W600 Palm Beach Gardens, FL 33408
Annual Report Audit By	Price Waterhouse Coopers LLP, Hartford, CT
Annual Sales	\$14.3 Billion (2021), \$12.8 Billion (2020), \$13.1 Billion (2019), \$12.9 Billion (2018)
Authorized Representatives to Sign Contracts/Bids	Regional General Managers, General Managers, Contract Specialists, Contract Manager
Business Experience	Design, manufacture, sale and service of elevators, escalators and moving walkways. Sale of spare parts.
Bank Reference	JP Morgan Chase Bank, Tampa, FL, Miguel Salazar 813-432-8965
Business Organization	Corporation. Incorporated in the State of New Jersey. "C" Corporation
Business Started	1853
Business Incorporated	1898
Surety Broker	Aon Risk Services, 199 Water St., 11th Floor New York, NY 10038-3551 Contact: otissurety@otis.com Jennifer Jakaitis, 212-283-6477
Bonding Company	Liberty Mutual Insurance Company 1211 Ave. of the Americas NY, NY 10036. Contact: Kate Frank (212) 221-1596
Bonding Limits	\$500MM Aggregate, \$100MM per project
Otis Corporate Directors: Names & Address	Judy Marks, Rahul Ghai, Nora LaFreniere One Carrier Place, Farmington, CT 06032
Otis Corporate Officers	Jim Cramer –President, Otis Americas 11760 US Hwy. 1, Suite W600 Palm Beach Gardens, FL 33408 Maria Imelda Suit – Treasurer One Carrier Place, Farmington, CT 06032 Alex Reznik– VP Finance, Otis Americas 11760 US Hwy. 1, Suite W600 Palm Beach Gardens, FL 33408
Credit/Trade	[depends on Vendor]
Dun & Bradstreet No.	00-1534676
Otis Federal ID No.	13-5583389
Fiscal Year End	December 31
Geographical Area	4 regional offices throughout U.S. and Canada

INSURANCE COMPANIES & POLICY NUMBERS

GENERAL LIABILITY

- + National Union Fire Insurance Co. of Pittsburgh PA: Policy #: 3980241
GL Effective Date: December 1, 2021
GL Expiration Date: December 1, 2022

AUTOMOBILE LIABILITY

- + National Union Fire Insurance Co. of Pittsburgh PA:
(All states except HI): Policy #: 4594517
- + National Union Fire Insurance Co. of Pittsburgh PA: (MA only): Policy # 4594518
- + Auto Effective Date: December 1, 2021
Auto Expiration Date: December 1, 2022

WORKERS' COMP. & EMPLOYERS' LIABILITY

- + AUI Insurance Company (CA): Policy # WC 020608652
- + AIU Insurance Company (AK, AL, AR, AZ, CO, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV):

Policy # WC 020608650
- + New Hampshire Ins Co. MA, WI (ND, OH, WA, WI, WY): Policy # WC 020608654
- + AUI Insurance Company (FL):

Policy # WC 020608653
- + WC Effective date: 12/1/21 - 12/1/22

MBE/WBE/SBE		We are not a minority, women-owned or small business enterprise.
Significant Local Projects	Current	Complete locally
	Completed	Complete locally
Formal Safety Program		Yes
Formal Quality Assurance Program		Yes
Safety Inspections		Monthly
Safety Meetings	Safety Committee	Monthly
	Field Associates	Monthly
	Safety Topic	Weekly
	New Hires	As Hired (New Hire Training Program)
Failed to Complete a Contract		<p>Otis Elevator Company has been in business for over 160 years. Over the course of 160 years there may have been some contracts that Otis Elevator Company did not complete for various reasons. Otis Elevator Company does not maintain records in a format that would make this information retrievable in an economically feasible manner. No such instance, if any, will have a material adverse impact on the company's operation nor will it impair the company's ability to perform if awarded a contract.</p>
Bankruptcy/Reorganization		No
Union Affiliation		<p>International Union of Elevator Constructors. Otis Elevator Company does not participate in any other unions or locals.</p>

CLAIMS, LITIGATION AND DEFAULT

LITIGATION & CLAIMS

Otis Elevator Company is currently engaged in various legal proceedings, some of which are being handled by our insurance carriers. Otis Elevator Company is also on notice of various claims against it. None of this litigation or any of these claims will have a material adverse impact on the company's operations nor will it impair the company's ability to perform if awarded a contract.

DEFAULT

Otis Elevator Company has been in business for over 160 years. Over the course of 160 years, there may have been some defaults, but Otis Elevator Company does not maintain records in a format that would make this information retrievable in an economically feasible manner. No such default, if any, will have a material adverse impact on the company's operations nor will it impair the company's ability to perform if awarded a contract.

Environmental, Health & Safety Pre-Qualification Information

CODES

The Otis Workers' Compensation Job Classification Code is #5160 (Elevator Installation and Repair). The Otis SIC (Standard Industrial Classification) is 1796.

EXPERIENCE MODIFICATION RATE (EMR) FOR THE LAST 6 YEARS

RATING BUREAUS		RATING EFFECTIVE DATES					
Bureau	Risk ID#	4/1/2018	4/1/2019	4/1/2020	12/1/2020	12/1/2021	12/1/2022
NCCI	914499496	.53	.56	.57	.52	.56	.57
PA	2087731	.675	.712	.748	.749	.750	.750
NJ	344160	.315	.385	.416	.483	.561	.692
CA	76507-F	.51	.48	.48	.47	.51	.56
MI	151-664-7-A	.48	.46	.50	.50	.45	.45
DE	2087731	.796	.803	.804	.813	.85	.94
NY						-	.60

The following is a compilation of OTIS' OSHA Form 300 injury and illness data for the last Six years:



Note: This information is given on a regional basis. You can inquire about this information by reviewing your safety statistical report mailed out monthly or contacting your Safety Manager.

ITEM/YEAR	2018	2019	2020	2021	2022
Number of Lost Workday Cases Only (not days lost)	11	23	22	25	22
Number of Recordable Cases:	113	169	111	101	117
Lost Workday Case Frequency Rate [LWC X 200,000] /hours worked =	.10	.26	.99	.95	0.22
D.A.R.T. (Days Away & Restricted day cases) Frequency Rate [DA&R X 200,000/hour worked =	.66	1.18	0.75	0.81	0.80
d) Recordable Case Frequency Rate [RC X 200,000/hour worked =	1.06	1.58	1.09	1.06	1.17

* A Medical Treatment Case is a case in which an on-the-job injury requires other than first aid treatment and not considered a restricted or lost workday as defined by the Bureau of Labor Statistics recordability criteria. (E.G., laceration with stitches, a third-degree burn, prescription medication, fractures, etc.). First aid injury treatment cases are not required to be posted on the OSHA 300 or MSHA 7000-2 logs.

List number of fatalities OTIS has had in the last three years: 1

List any OSHA serious, repeat, willful or criminal citations and any MSHA significant and substantial (S&S) citations your firm has had in the last three years. This information is public and can be found on the OSHA website (www.Osha.gov) under "Data & Statistics".



Note: When this type of information is requested OTIS will make available the necessary information when the negotiation considers this critical to securing the contract.

Call your safety manager for assistance



Accident reports (OSHA) and report summaries are sent according to the following:

	Monthly	Quarterly	Annually	Never
Field Superintendent	X	X	X	
Vice President of Business Unit	X	X	X	
President of Firm	X	X	X	

The field supervisor(s) receives safety training according to the following (This includes when they conduct safety readings with their field workforce):

Weekly Monthly Quarterly Other

PROJECT SAFETY INSPECTIONS ARE CONDUCTED AS FOLLOWS:

- The supervisor on a weekly basis completes the job site safety inspections.
- Superintendents conduct a construction Per-work safety inspection (New Equipment Pre-work Safety Checklist).
- Superintendents conduct a contractors safety inspection prior to starting work (Contractors Per-Start Checklist)
- The job site foreman-in-charge conducts job site inspections on a daily basis to review current conditions and conditions that may have changes from the previous days work activities.
- The inspections are conducted by all levels of management.

ACCIDENT RECORDS AND ACCIDENT SUMMARIES

ACCIDENT RECORDS AND ACCIDENT SUMMARIES ARE KEPT AND REPORTED AS FOLLOWS:

ITEM	Yes	No	Monthly	Annually
Accidents Totalled for the Entire Company	X			
Accidents Totalled by Project		X		
Costs Totalled for Entire Company	X	X	X	X
Costs Totalled by Project				
Subtotalled by Superintendent	X		X	X
Subtotalled by First Line Supervisor	X		X	X

OTIS SAFETY ORGANIZATION

OTIS SAFETY ORGANIZATION IS AS FOLLOWS:

- Sr. EH&S Manager, Environment Health & Safety and Quality, OTIS Elevator Co., North & South American Area
- Safety responsibilities at a specific job site are delegated to:
Construction Superintendent or Service Supervisor assigned to the project.

SUBSTANCE ABUSE PROGRAM

OTIS has a controlled substance/drug abuse and post incident testing program

You can request a copy from your Human Resources Manager.

WRITTEN SAFETY PROGRAM

OTIS has a written safety program

You can send one copy of the OTIS field employee safety handbook with this request but place a note on it that this information is copyright property of OTIS Elevator Company and not to be given out.

OTIS' Safety Program contains the following:

		Yes	No
Policy Statements	Company Statements	X	
	Substance Abuse	X	
	Rule/Program Enforcement	X	
Safety/Health Procedures	Fall Protection	X	
	Scaffolding/Work Platform	X	
	Perimeter guarding/floor, wall and roof openings	X	
	Mobile Equipment Safety	X	
	Housekeeping	X	
	Fire Protection	X	
	Injury Treatment Procedure, First-aid Facilities	X	
	Emergency procedures, Rescue, Evacuation	X	
	Hazard Recognition/MSDS	X	
	Toxic Substances		X
	Trenching / Excavation		X
	Signs, Barricades, Flagging	X	
	Electrical Safety	X	
	Rigging (yes) / Crane (no) Safety	X	X
	Confined Space Entry	X	
	Welding/Burning Permit Procedures	X	
	Asbestos Abatement		X
	Asbestos Awareness	X	
Lockout/Tagout	X		

		Yes	No
Personal Protective Equipment Requirements	Head Protection	X	
	Eye Protection	X	
	Hearing Protection	X	
	Foot Protection	X	
	Respiratory Protection	X	
	Chemical Protective Clothing	X	
Approved Mine Safety & Health Administration (MSHA) Training Program for subcontractors (vendors)	(See EH&S website for details)	X	

- All current employees are trained in the above safety program.
- OTIS has a formal orientation program for all new hires on the above safety program.

		Yes	No
OTIS has a written safety program for newly hires or promoted supervisors, which contains instruction on the following	All elements of your written safety program	X	
	Methods of safe work process	X	
	Toolbox safety Topics	X	
	Emergency procedures	X	
	Personal Protective Equipment	X	
	Accident investigation	X	
	Fire prevention/protection	X	
	Fall Protection policy	X	
	Job Hazard Analysis	X	
	Hazardous Communication	X	

- Toolbox safety topics are held on a weekly basis.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Otis Elevator Company
of 4499 Campbell's Run Road, Pittsburgh, PA 15205, as Principal, and Western Surety Company
of 151 N. Franklin Street, Chicago, IL 60606, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of South Dakota, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of amount bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Elevator Maintenance for the WV Lottery Headquarters Building located at 900 Pennsylvania Avenue, Charleston, WV

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 10th day of January, 2024.

Principal Seal

Otis Elevator Company
(Name of Principal)
By Anne Potter
(Must be President, Vice President, or
Duly Authorized Agent)
Anne Potter, Attorney-in-Fact
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
Francesca Kazmierczak
Attorney-in-Fact Francesca Kazmierczak

**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.**

SPECIAL POWER OF ATTORNEY

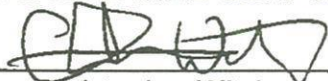
OTIS WORLDWIDE CORPORATION, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

- Anne Potter
- Cynthia Farrell
- Halina Kazmierczak
- Barb Pannier
- Frances Rodriguez
- Jennifer L. Jakaitis
- Susan A. Welsh
- KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.



OTIS WORLDWIDE CORPORATION

By: 
Name: Christopher Witzky
Title: Vice President, Treasurer

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford)

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky, who acknowledged himself to be the Vice President, Treasury of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasury

 **MARY FRANCES BOHERTY**
Notary Public, State of Connecticut
My Commission Expires July 31, 2023

, Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Valorie Spates, Beverly A Woolford, Individually, of Garden City, NY
Debra A Deming, Sandra Diaz, Peter Healy, Susan A Welsh, Aklima Noorhassan, Frances A Rodriguez, Francesca Kazmierczak, Anne Potter, Kemal Brkanovic, Individually, of New York, NY**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 13th day of April, 2023.



WESTERN SURETY COMPANY

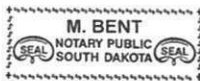
Larry Kasten

Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of January, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		\$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		\$ 589,010,150

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders		\$ 1,516,583,471
Total Liabilities and Capital		\$ 2,105,593,621

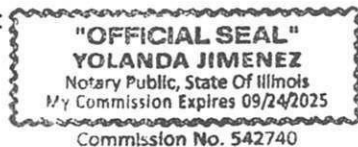
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV002662

CLASSIFICATION:
SPECIALTY

OTIS ELEVATOR COMPANY
DBA OTIS ELEVATOR COMPANY
11760 US HWY STE W600
PALM BEACH GARDENS, FL 33408

DATE ISSUED

EXPIRATION DATE

OCTOBER 13, 2023

OCTOBER 13, 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.