



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

State of West Virginia Master Agreement

Order Date: 12-14-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0613 9905 VNF2200000005 1	Procurement Folder:	951239
Document Name:	ELEVATOR INSPECTION MAINTENANCE SERVICE	Reason for Modification:	To extend the contract to 12/16/2021 to allow for a vendor name change in order to facilitate final payment on the contract.
Document Description:	ELEVATOR INSPECTION MAINTENANCE SERVICE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-12-16

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000038531 3 PHASE EXCEL ELEVATOR LLC 1 HARMON PLAZA SECAUCUS NJ 07094 US Vendor Contact Phone: 718-966-2600 Extension: 414	Requestor Name: Michael A Clevenger Requestor Phone: 304-626-1600 Requestor Email: michaelclevenger06@gmail.com																				
Discount Details:	22 FILE LOCATION _____																				
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *T. W. [Signature]* 12/15/21
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *[Signature]*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

Beverly Telen
DATE: 12-16-21
ELECTRONIC SIGNATURE ON FILE

Extended Description:

This contract is extended to 12/16/2021 to allow for a vendor name change in order to facilitate final payment under the contract.

Vendor was: West Virginia Elevator LLC
PO Box 57
Amma, WV 25005
FEIN: 455260236
wvOASIS No.: 000000189288

Vendor Now: 3Phase Excel Elevator Corp. LLC
1 Harmon Plaza
Secaucus, NJ 07094
FEIN: 843785881
wvOASIS No.: VS0000038531

Effective Date of Change: 07/08/2021

All provisions of the original Contract, CMA VNF18*01 and all change orders of the original contract will remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				0.000000
	Service From	Service To			
	2017-09-15	2021-12-16			

Commodity Line Description: Elevator Inspection

Extended Description:

	Document Phase	Document Description	Page 3
VNF2200000005	Draft	ELEVATOR INSPECTION MAINTENANCE SERVICE	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Master Agreement

Order Date: 2017-08-29

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0613 9905 VNF1800000001		Procurement Folder: 350107
Document Name: ELEVATOR INSPECTION MAINTENANCE SERVICE		Reason for Modification:
Document Description: ELEVATOR INSPECTION MAINTENANCE SERVICE		
Procurement Type: Central Master Agreement		
Buyer Name: Crystal Rink		
Telephone: (304) 558-2402		
Email: crystal.g.rink@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2017-09-15
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2018-09-14

VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: 000000189288 WV ELEVATOR LLC PO BOX 57 AMMA WV 25005 US Vendor Contact Phone: (304) 881-1383 Extension: Discount Percentage: 0.0000 Discount Days: 0		Requestor Name: Beverly L Ruppert Requestor Phone: (304) 626-1600 Requestor Email: beverly.l.ruppert@wv.gov 18 FILE LOCATION 37046

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Purchasing Division's File Copy

Total Order Amount	Open End
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SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 8/30/2017 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 9-5-17 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 9-5-17 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, WV ELEVATOR LLC., AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA VETERANS NURSING FACILITY, INTO AN OPEN-END CONTRACT TO PROVIDE ELEVATOR INSPECTION AND MAINTENANCE SERVICE PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 07/19/2017, AND THE VENDOR'S BID DATED 07/30/2017, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				\$0.000000
	Service From	Service To			
	2017-09-15	2018-09-14			
Commodity Line Description: Elevator Inspection					

Extended Description:

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on September 15, 2017 and extends for a period of one (1) year(s).

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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

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

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of Bid Amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:
\$100,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of:

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

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.

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to 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.

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. 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. 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: West Virginia Flawler LLC
Contractor's License No.: WV- 049746

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

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

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

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

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

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

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

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

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services 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, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division 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 either oral or 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 any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to (40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7), Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

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

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

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

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

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

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.

(Name, Title) Dustin Borch - Manager
(Printed Name and Title) Dustin Borch - Manager
(Address) Box 57 Arma, WV 25005
(Phone Number) / (Fax Number) 304-881-1383 / 304-381-4444
(email address) WV.elevator@gmail.com

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

West Virginia Elevator, LLC
(Company)

(Authorized Signature) Dustin Borch (Representative Name, Title) Manager

(Printed Name and Title of Authorized Representative) Dustin Borch

(Date) 7/30/17

(Phone Number) (Fax Number) 304-881-1383 / 304-381-4444

Elevator Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility to establish an open-end contract for Elevator Maintenance at the Agency location Freedoms Way, Clarksburg, WV. 26301.
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. **Corrective Maintenance under this contract does not include an individual project that exceeds \$25,000 in total value (including both parts and labor).** Any project that exceeds \$25,000 in total value must be completed through the Purchasing Division's formal competitive bidding process.
 - 2.4 **"Pricing Pages"** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.
 - 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.
 - 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.

Elevator Maintenance

- 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.

3.1.6.1 State Holidays are:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

- 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.

3.2 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

Elevator Maintenance

Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

- 3.2.3** Vendor shall submit a proposed schedule of all Preventive Maintenance within five (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. EST. and 4:00 P.M. EST, Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
- 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 can be authorized by Building and Grounds Supervisor or his/her designee and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.
- 3.3.4** Corrective Maintenance performed under this Contract shall not exceed \$25,000 per project in total cost. Vendor and Agency are prohibited from dividing or planning a series of Corrective Maintenance activities to circumvent this \$25,000 limit.
- 3.3.5 Parts:**
- 3.3.5.1** 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,

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obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.

3.3.5.2 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.

3.3.5.3 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.

3.3.5.4 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.

3.3.5.5 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.

5. QUALIFICATIONS:

Elevator Maintenance

5.1 Experience: Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained elevator systems of the type, character and magnitude currently being utilized by Agency and included on the list of elevator equipment, attached hereto as Exhibit B, on two or more occasions in the last five (5) years. Vendor should provide information confirming its experience prior to contract award.

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

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

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

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.4.3 WV Contractor's License

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

6. REPORTS: Vendor shall provide all 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

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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, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only.

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.

FLAT MONTHLY RATE: Vendors should provide a Monthly Cost for Elevator maintenance to include all associated costs to provide Preventive/Full Service Maintenance. The Monthly Cost should be multiplied times (12) to calculate the Total Yearly Cost for both elevators. Item A on Exhibit C Pricing Page.

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FLAT HOURLY RATE:

Vendors are to provide a single Flat Hourly Rate to cover Corrective Maintenance. The Quantity of two hundred (200) hours is provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided or implied. Vendors should multiply their bid Flat Hourly Rate times the Estimated Quantity of two hundred (200) to calculate the Total Labor Cost (Item B on Exhibit C Pricing Page).

PARTS MARKUP:

Vendors should provide a bid for their mark-up for parts (for which a charge is allowed per these specifications). Vendors should provide the markup in terms of a decimal multiplier, as per section 10.2.2 of these Specifications.

TOTAL BID AMOUNT: Vendors should add totals from items A, B, and C to arrive at Total Bid Amount.

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

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$2,400</u>

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>

Total Bid Amount: \$ 24,400

- If Vendor is submitting their bid online through wvOASIS. Vendor is to enter their Total Bid Amount in the wvOASIS commodity Line and attach their bid documents including Exhibit C Pricing Page as an Attachment.

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

Elevator Maintenance

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. **Agency shall not issue a release order that allows Corrective Maintenance performed under this Contract to exceed \$25,000 per project in total cost.**

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.

9.4 Issuance of multiple release orders to circumvent the \$25,000 per project limitation on Corrective Maintenance is strictly prohibited.

9.5 Change orders that cause Corrective Maintenance to exceed \$25,000 per project will not be permitted.

10. BILLING / PAYMENT:

10.1 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.

10.2 Corrective Maintenance:

10.2.1 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. 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.

10.2.2 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.

Elevator Maintenance

(Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

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

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

11. DEFAULT:

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

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

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

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

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

Elevator Maintenance

11.2.1 Cancellation of the Contract.

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

11.2.3 Any other remedies available in law or equity.

11.3 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.

12. MISCELLANEOUS:

12.1 **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 any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dustin Brock

Telephone Number: 304-581-1383

Fax Number: 304-581-4444

Email Address: will@elevator@gmail.com

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:
 - **The vendor performing test to maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specifications.**
 - **Vendor shall report and confer with the Building and Ground manager or his/her designee with detailed report of services, inspections, and/or repairs.**
 - * Vendor shall maintain a chronological life file that includes drawings, parts list, wiring diagrams, and a log of all preventative maintenance and repairs.**
- b. After Award, Vendor and Agency shall agree upon performance schedule of contract services.**

2. Testing

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

Elevator Maintenance

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.

Elevator Maintenance

EXHIBIT B – AGENCY FACILITIES AND UNITS

1. **Facility Location:** WV Veterans Nursing Facility
 - 2 Units
 - Schindler Hydraulic Passenger 330a3F-OR

2. **Facility Location:** WV Veterans Nursing Facility
 - 1 Unit
 - Schindler Hydraulic Passenger 330a 2F-OR

Elevator Maintenance

EXHIBIT C - PRICING PAGE

A - Preventive Maintenance:

Monthly Charge

\$ 675.⁰⁰

B - Corrective Maintenance:

Hourly Labor Rate

\$ 200.⁰⁰

C - **Parts Cost** x **Multiplier**
x 1.0



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

State of West Virginia
Master Agreement

Order Date: 2018-10-12

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0613 9905 VNF1800000001	Procurement Folder: 350107
Document Name: ELEVATOR INSPECTION MAINTENANCE SERVICE	Reason for Modification:
Document Description: ELEVATOR INSPECTION MAINTENANCE SERVICE	Change Order No. 1 issued to renew the contract as attached.
Procurement Type: Central Master Agreement	
Buyer Name: Crystal Rink	
Telephone: (304) 558-2402	
Email: crystal.g.rink@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2017-09-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-09-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000189288 WV ELEVATOR LLC PO BOX 57 AMMA WV 25005 US Vendor Contact Phone: (304) 881-1383 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Beverly L Ruppert Requestor Phone: (304) 626-1600 Requestor Email: beverly.l.ruppert@wv.gov 19 FILE LOCATION <u>39353</u>

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Purchasing Division's File Copy

Total Order Amount

Open End

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 10/15/2018 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 10-16-18 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 10-16-18 ELECTRONIC SIGNATURE ON FILE
------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

Extended Description:**Change Order**

Change Order No. 1 Issued to renew original contract according to all terms, conditions, pricing, and specifications contained in the original contract.

Effective date of renewal: 09/15/18 through 09/14/19

Renewals remaining: 2

All provisions of the original contract and subsequent change orders not modified herein remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				\$0.000000
Service From		Service To			
2017-09-15		2019-09-14			

Commodity Line Description: Elevator Inspection

Extended Description:



*West Virginia Veterans Nursing Facility
One Freedoms Way
Clarksburg WV 26301*

September 11, 2018

Dustin Bozek, Manager
WV Elevator, LLC
P.O. Box 57
Amma, WV 25005

Re: Renewal CMA 0613 9905 VNF1800000001

Dear Mr. Bozek,

Provisions were included in the original contract documents to renew the referenced contract under the same terms, conditions, and pricing. The renewal dates are 09/15/18 through 09/14/19. If your company agrees to this renewal, please sign below and return to my attention as soon as possible.

Also attached is a Purchasing Affidavit to be part of the agreement and is required to be completed.

Regards,


Peggy Alexander
Procurement Officer

Attachment

We agree to renew the contract for the period stated above under the same terms, conditions, and pricing as in the original Purchase Order and any subsequent Change Orders.

X
SIGNATURE

PRINT NAME

DATE

9/17/18

An Equal Opportunity Employer



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

State of West Virginia
Master Agreement

Order Date: 2019-09-20

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0613 9905 VNF1800000001	Procurement Folder: 350107
Document Name: ELEVATOR INSPECTION MAINTENANCE SERVICE	Reason for Modification:
Document Description: ELEVATOR INSPECTION MAINTENANCE SERVICE	Change Order 2 - Renewal
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2017-09-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-09-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000189288 WV ELEVATOR LLC PO BOX 57 AMMA WV 25005 US Vendor Contact Phone: (304) 881-1383 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Peggy L Alexander Requestor Phone: (304) 626-1600 Requestor Email: peggy.l.alexander@wv.gov 20 FILE LOCATION <u>41296</u>

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Total Order Amount

Open End

Purchasing Division's File Copy

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 9/24/2019 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 9/25/19 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 9-25-19 ELECTRONIC SIGNATURE ON FILE
-----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

Extended Description:**Change Order**

Change Order No. 2 is issued to renew original contract according to all terms, conditions, pricing, and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 09/15/19 through 09/14/20

Renewal Years remaining: 1

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				\$0.000000
Service From		Service To			
2017-09-15		2020-09-14			

Commodity Line Description: Elevator Inspection

Extended Description:



*West Virginia Veterans Nursing Facility
One Freedoms Way
Clarksburg WV 26301*

September 3, 2019

Dustin Bozek, Manager
WV Elevator, LLC
P.O. Box 57
Amma, WV 25005

Re: Renewal CMA 0613 9905 VNF1800000001

Dear Mr. Bozek,

Provisions were included in the original contract documents to renew the referenced contract under the same terms, conditions, and pricing. The renewal dates are 09/15/19 through 09/14/20. If your company agrees to this renewal, please sign below and return to my attention as soon as possible.



Also attached is a Purchasing Affidavit to be part of the agreement and is required to be completed.

Regards,

Peggy Alexander
Procurement Officer

Attachment

We agree to renew the contract for the period stated above under the same terms, conditions, and pricing as in the original Purchase Order and any subsequent Change Orders.

X 
SIGNATURE

PRINT NAME

9/3/19
DATE



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

State of West Virginia Master Agreement

Order Date: 10-01-2020

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0613 9905 VNF1800000001 4	Procurement Folder:	350107
Document Name:	ELEVATOR INSPECTION MAINTENANCE SERVICE	Reason for Modification:	
Document Description:	ELEVATOR INSPECTION MAINTENANCE SERVICE	Change Order No.3	
Procurement Type:	Central Master Agreement	Contract Renewal	
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000189288 WEST VIRGINIA ELEVATOR LLC PO BOX 57 AMMA WV 25005 US Vendor Contact Phone: 304-881-1383 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Michael A Clevenger Requestor Phone: 304-626-1600 Requestor Email: michaelclevenger06@gmail.com 21 FILE LOCATION 43824
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Total Order Amount: Open End

Purchasing Division's File Copy
SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tarahle 10/1/2020*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Green*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Beverly Toler 10-14-2020*
ELECTRONIC SIGNATURE ON FILE

10/9/2020

Extended Description:**Change Order 3**

Change Order No. 3 is issued to renew original contract according to all terms, conditions, pricing, and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 09/15/20 through 09/14/21.

Renewal Years remaining: 0

The vendor's name changed from WV Elevator LLC to West Virginia Elevator LLC. The vendor number, address and FEIN remain the same - name change only.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				0.000000
Service From		Service To			
2020-09-15		2021-09-14			

Commodity Line Description: Elevator Inspection

Extended Description:



*West Virginia Veterans Nursing Facility
One Freedom Way
Clarksburg WV 26301*

September 3, 2020

Dustin Bozek, Manager
WV Elevator, LLC
P.O. Box 57
Amma, WV 25005

Re: Renewal CMA 0613 9905 VNF1800000001

Dear Mr. Bozek,

Provisions were included in the original contract documents to renew the referenced contract under the same terms, conditions, and pricing. The renewal dates are 09/15/20 through 09/14/21. If your company agrees to this renewal, please sign below and return to my attention as soon as possible.

Also attached is a Purchasing Affidavit to be part of the agreement and is required to be completed.

Regards,


Michael A. Clevenger II
Procurement Supervisor

Attachment

We agree to renew the contract for the period stated above under the same terms, conditions, and pricing as in the original Purchase Order and any subsequent Change Orders.

X

SIGNATURE

PRINT NAME

DATE

An Equal Opportunity Employer



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

State of West Virginia Master Agreement

Order Date: 11-24-2020

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0613 9905 VNF1800000001 5	Procurement Folder:	350107
Document Name:	ELEVATOR INSPECTION MAINTENANCE SERVICE	Reason for Modification:	
Document Description:	ELEVATOR INSPECTION MAINTENANCE SERVICE	Change Order No. 4 - administrative change order to correct commodity line dates.	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-14

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000189288	Requestor Name:	Michael A Clevenger
WEST VIRGINIA ELEVATOR LLC		Requestor Phone:	304-626-1600
PO BOX 57		Requestor Email:	michaelclevenger06@gmail.com
AMMA	WV	21 FILE LOCATION <u>44134</u>	
US	25005		
Vendor Contact Phone:	304-881-1383		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS	VETERAN'S NURSING FACILITY
1 FREEDOMS WAY	1 FREEDOMS WAY
CLARKSBURG	CLARKSBURG
WV 26301	WV 26301
US	US

Total Order Amount:

Open End

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 12/7/2020
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 12/9/2020
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 12-10-2020
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order No. 4 - Administrative change order to correct the dates on the commodity line inadvertently changed on the previous change order.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				0.000000
Service From		Service To			
2017-09-15		2021-09-14			

Commodity Line Description: Elevator Inspection

Extended Description:



3Phase begins its midwestern expansion with a well-known West Virginia market leader.

CANTON, Mass. & CHARLESTON, W. Va.--(BUSINESS WIRE)--3Phase Elevator, a leading independent elevator and escalator services provider, today announced that it has merged with West Virginia Elevator, the largest independent elevator services provider in West Virginia. This news follows 3Phase's announcement earlier this month that it had received an investment from Berkshire Partners to expand nationally through acquisitions and partnerships. The strategic combination with West Virginia Elevator is the first step in 3Phase's plan to expand toward the Midwest from its current footprint in the eastern United States.

West Virginia Elevator provides a range of local elevator services, including maintenance, safety testing, modernizations, repairs, new installations, and performance upgrades. West Virginians Dustin Bozek and Chris Bradley founded the company in 2012 and will continue to lead and grow West Virginia Elevator with 3Phase's support. West Virginia Elevator has earned a strong reputation of high quality and prompt service, which is consistent with 3Phase's mission.

"Our customers choose us because we deliver the best service in our state, any time of the day or week, and have highly skilled mechanics who are reliable," said West Virginia Elevator co-founder Dustin Bozek. "As a fellow independent, 3Phase is committed to the same level of customer service, and we are excited to partner with their team."

"We will continue to be a locally led company delivering on our promise of great service by West Virginians to West Virginians and Dustin and I will remain owners in the combined organization," added co-founder Chris Bradley.

"We are thrilled to partner with Dustin and Chris, as well as the entire West Virginia Elevator team," said Mike Strachan, CEO of 3Phase Elevator. "Our national expansion strategy hinges on successful founders like Dustin and Chris placing their trust in us to continue to support them in their growth. We are excited about where we can take the combined companies together, all while enhancing the services customers receive, and adding opportunities for our mechanics."

Maven Group served as financial advisor to West Virginia Elevator, and Harvey & Company served as financial advisor to 3Phase and Berkshire Partners.

"We also wanted to thank Maven Group for their support over the last four years during which they gave us invaluable advice on how to grow our company. When we made the decision to partner with 3Phase, the team at Maven stayed involved and provided calm and comprehensive guidance throughout the entire transaction," added Bozek and Bradley.

Contact Information

Press: Sarah Kulka
press@berkshirepartners.com

About 3Phase Elevator

3Phase Elevator is the leading independent provider of elevator and escalator maintenance, repair, and modernization services in thirteen states across the eastern United States. The Company was founded in 1996. For additional information, please visit www.3phaseelevator.com.

About Berkshire Partners

Berkshire Partners, a Boston-based firm, has 35 years of investment history. Berkshire Private Equity has made more than 130 private equity investments since its inception and has a strong history of partnering with management teams to grow the companies in which it invests. Stockbridge, the firm's public equity affiliate, was founded in 2007 and seeks to make public equity investments in high-quality companies with strong competitive positions and long-term growth prospects. The firm invests in business services & technology, communications, consumer, healthcare and industrials companies. For additional information, and to see a full list of the firm's private equity investments, visit www.berkshirepartners.com.

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

**ISSUED TO:
3PHASE EXCEL ELEVATOR LLC
DBA WEST VIRGINIA ELEVATOR
4784 CHIMNEY DR
CHARLESTON, WV 25302-4804**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2409-9471

This certificate is issued on: 07/08/2021

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

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

**This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

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

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










Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VS0000038531	3 PHASE EXCEL ELEVATOR LLC	WEST VIRGINIA ELEVATOR	Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ General Info

Vendor/Customer :	VS0000038531	Restrict Use by Department :	<input type="checkbox"/>
Legal Name :	3 PHASE EXCEL ELEVATOR	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :	WEST VIRGINIA ELEVATOR	Internal Account :	<input type="checkbox"/>
Vendor Active Status :	Active	Third Party Only :	<input type="checkbox"/>
Vendor Approval Status :	Complete	Third Party Vendor :	<input type="checkbox"/>
Customer Active Status :	Inactive	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	Incomplete	Inventory Customer :	<input type="checkbox"/>
Location Name :		Healthcare Provider :	<input type="checkbox"/>
First Name :		Never Archive :	<input type="checkbox"/>
Middle Name :		Restrict VSS Access :	No
Last Name :		Discontinue - No New Business :	<input type="checkbox"/>
Company Name :	3 PHASE EXCEL ELEVATOR	Prevent MA Reference :	<input type="checkbox"/>
Previous Name :		PunchOut Enabled :	<input type="checkbox"/>
Previous Street :		Re-PunchOut Enabled :	<input type="checkbox"/>
Previous City :		Electronic Order Enabled :	<input type="checkbox"/>
Previous State/Province :		W-9 Received :	<input checked="" type="checkbox"/>
Previous Country :		W-9 Received Date :	10/13/2021 
		W-8 Received :	<input type="checkbox"/>
		W-8 Received Date :	
		Accepts Credit Cards :	<input type="checkbox"/>
		Active From :	08/03/2021 
		Active To :	
		Last Usage Date :	10/20/2021 
		Department :	0212 
		Unit :	

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

▶ Executive Compensation

▶ Additional Information

▶ Travel

State of West Virginia



Certificate

*I, Mac Warner, Secretary of State,
of the State of West Virginia, hereby certify that*

3PHASE ELEVATOR CORP

has filed a "Certificate of Registration of Trade Name" in my office according to the provisions of Chapter 47 of the West Virginia Code and was found to conform to law.

Therefore, I hereby issue this

CERTIFICATE OF REGISTRATION OF TRADE NAME

authorizing it to transact business in West Virginia under the assumed name of

West Virginia Elevator



*Given under my hand and
the Great Seal of West Virginia
on this day of*

September 02, 2021

Mac Warner

Secretary of State



Lyle, Tara L <tara.l.lyle@wv.gov>

Re: Business Registration & Secretary of State Registration out of date

1 message

Alexander, Peggy L <peggy.l.alexander@wv.gov>

Wed, Sep 22, 2021 at 9:45 AM

To: "Lyle, Tara L" <tara.l.lyle@wv.gov>, David H Pauline <david.h.pauline@wv.gov>

Cc: "Clevenger, Michael A" <michael.a.clevenger@wv.gov>, Beverly J Gerard <beverly.j.gerard@wv.gov>, Sherri Reed <sherri.a.reed@wv.gov>

Regarding CMA VNF18*01, I finally got some paperwork from the vendor, see attached. The CMA expired 9/14. They did not renew the registration for WV Elevator (v/c# 000000189288), but have registered 3Phase Elevator (v/c # VS0000038531). We have invoices from WV Elevator that we need to pay for work done under the CMA before it expired. Please advise what we need to do.

By the way, Mike has sent a letter of award recommendation for this same vendor for the new elevator contract. Not sure how this vendor registration mess will affect the new contract.

Thanks,
Peggy

On Fri, Sep 10, 2021 at 9:41 AM Lyle, Tara L <tara.l.lyle@wv.gov> wrote:

Do you have a current contract with them as an agency delegated or central procurement?

If so and if the contract is through our office, you will need to do a cancel and re-issue which means a change order to cancel the contract and then we do a new or reissued contract under the new name. We'll need paperwork to show the name change, new purchasing affidavit, etc.

If it is an agency delegated contract, then you will most likely need to do the same thing. I have copied David on this reply.

I am out of the office today but we can work on this on Monday, if it has to go through our office.

Thanks,
Tara

On Fri, Sep 10, 2021 at 8:54 AM Alexander, Peggy L <peggy.l.alexander@wv.gov> wrote:

Tara, can you help please? We're holding 3 invoices for WV Elevator because their on hold in OASIS. They've now changed to 3Phase Elevator in OASIS. I don't know how to get these invoices entered or if we even have to pay them since we didn't/don't have a contract with 3Phase, only with WV Elevator. How do we handle this? By the way, elevator maintenance is out for bid as we speak. Our contract expires 9/14/21.

Thanks,
Peggy

On Wed, Sep 8, 2021 at 3:53 PM Alexander, Peggy L <peggy.l.alexander@wv.gov> wrote:

Apparently, WV Elevator is changing to 3Phase Elevator. They have entered 3Phase in OASIS under Vendor I.D. VSx38531. Our CMA # VNF18*01 is with WV Elevator. How do we change the CMA to the new vendor?

Thanks,
Peggy

----- Forwarded message -----

From: **Leanne Flannery** <lflannery@3phaseelevator.com>

Date: Wed, Sep 8, 2021 at 3:42 PM

Subject: RE: Business Registration & Secretary of State Registration out of date

To: Alexander, Peggy L <peggy.l.alexander@wv.gov>, Gerard, Beverly J <beverly.j.gerard@wv.gov>

Cc: West Virginia Elevator, LLC. <wvelevator@gmail.com>

9/24/21, 4:09 PM

State of West Virginia Mail - Re: Business Registration & Secretary of State Registration out of date

Hi Peggy – with 3Phase's acquisition of West Virginia Elevator, we have a new Oasis account that you may need to link those under.

The user ID is 3PhaseElevator. I think once that change is made, then you should be good....thanks!

Leanne Flannery

CFO

3Phase Elevator

617-221-8606

lflannery@3phaseelevator.com

From: Alexander, Peggy L <peggy.l.alexander@wv.gov>

Sent: Wednesday, September 8, 2021 3:37 PM

To: Gerard, Beverly J <beverly.j.gerard@wv.gov>

Cc: West Virginia Elevator, LLC. <wvelevator@gmail.com>; Leanne Flannery <lflannery@3phaseelevator.com>

Subject: Re: Business Registration & Secretary of State Registration out of date

CAUTION: This email originated from outside 3Phase Elevator. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Leanne, did you have any luck with this? OASIS is still showing "prevent new orders". Please advise as we'd like to be able to pay your invoices.

Thanks,

Peggy

On Mon, Aug 30, 2021 at 8:07 AM Alexander, Peggy L <peggy.l.alexander@wv.gov> wrote:

Leanne, you'll need to go to the wvOASIS website at www.wvoasis.gov and go into the VSS (Vendor Self Service) portal. Your User ID is WVelevator. From what I can see, Kelly Bradley set this up under Dustin's name. If you can't get in or have any issues, you can contact Terra Oliver in the Purchasing Division. Her email is Terra.N.Oliver@wv.gov

Vendor User Information

User Id	Last Name	First Name	Master User
✓ WVelevator	Bozek	Dustin	No

First Prev Next Last

Search 

User Id : WVelevator

Email : kellybradley@wvelevator.com

Last Name : Bozek

Phone : 304-881-1383

First Name : Dustin

Extension :

Fax : 304-381-4444

HQ Master User : ☐Master User : ☐[Top](#)[Vendor Transaction History](#)

I'm not familiar with renewing with the Secretary of State, but their website is <https://sos.wv.gov/business/pages/RegNewWVBus.aspx>

Hope this helps.

On Mon, Aug 30, 2021 at 7:32 AM Gerard, Beverly J <beverly.j.gerard@wv.gov> wrote:

As stated above your Vendor number in Oasis for the state of WV is 000000189288 and the Business Registration and the Secretary of State Registration has expired. This has to be taken care of before any invoices can be processed through the state Oasis system.

Peggy can you help these people out as I am unaware how to tell them to get this paid other than contact the Secretary of State's office?

Bev

On Sat, Aug 28, 2021 at 10:48 AM West Virginia Elevator, LLC. <wvelevator@gmail.com> wrote:

Beverly,

Can you help us understand what is missing?

Sincerely,

Dustin Bozek

Error! Filename not specified.

West Virginia Elevator, LLC.

P.O. Box 57

Amma, WV 25005

Email: sales@wvelevator.com

Phone: (304) 550-9285

9/24/21, 4:09 PM

State of West Virginia Mail - Re: Business Registration & Secretary of State Registration out of date

Fax: (304) 381-4444

Website: www.wvelevator.com

Begin forwarded message:

From: Leanne Flannery <lflannery@3phaseelevator.com>
Date: August 28, 2021 at 9:16:55 AM EDT
To: "West Virginia Elevator, LLC." <wvelevator@gmail.com>
Cc: Janet Ceddia <jceddia@3phaseelevator.com>
Subject: RE: Business Registration & Secretary of State Registration out of date

Hi Dustin – I just wanted to follow up on this since we can't find anything open under our name to pay. Any help you can give is much appreciated!

Leanne Flannery

CFO

3Phase Elevator

617-221-8606

lflannery@3phaseelevator.com

From: Leanne Flannery
Sent: Thursday, August 26, 2021 2:13 PM
To: West Virginia Elevator, LLC. <wvelevator@gmail.com>
Cc: Janet Ceddia <jceddia@3phaseelevator.com>
Subject: Re: Business Registration & Secretary of State Registration out of date

We can not find anything that is open. Is there a contact I can reach out to directly? Also I assume this is under our 3Phase Excel Elevator name and not the West Virginia legal entity right?

On Aug 25, 2021, at 2:07 PM, West Virginia Elevator, LLC. <wvelevator@gmail.com> wrote:

CAUTION: This email originated from outside 3Phase Elevator. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Whoever registered us with the Secretary of State should have been given the info for payment...

Sincerely,

Dustin Bozek

Error! Filename not specified.

9/24/21, 4:09 PM

State of West Virginia Mail - Re: Business Registration & Secretary of State Registration out of date
West Virginia Elevator, LLC.

P.O. Box 57

Amma, WV 25005

Email: sales@wvelevator.com

Phone: (304) 550-9285

Fax: (304) 381-4444

Website: www.wvelevator.com

On Aug 25, 2021, at 1:33 PM, Leanne Flannery
<lflannery@3phaseelevator.com> wrote:

Hi Dustin – I am not familiar with this vendor or how to pay them. Is this something Tom had an invoice for? Or is this something online that we need to go in and get paid?

Please let me know and we will take care of it.

Thanks,

Leanne

Leanne Flannery

CFO

3Phase Elevator

617-221-8606

lflannery@3phaseelevator.com

From: West Virginia Elevator, LLC. <wvelevator@gmail.com>

Sent: Wednesday, August 25, 2021 1:24 PM

To: Janet Ceddia <jceddia@3phaseelevator.com>; Leanne Flannery
<lflannery@3phaseelevator.com>

Subject: Fwd: Business Registration & Secretary of State Registration
out of date

**CAUTION: This email originated from outside
3Phase Elevator. Do not click links or open
attachments unless you recognize the sender and
know the content is safe.**

FYI

9/24/21, 4:09 PM

State of West Virginia Mail - Re: Business Registration & Secretary of State Registration out of date

Sincerely,

Dustin Bozek

Error! Filename not specified.

West Virginia Elevator, LLC.

P.O. Box 57

Amma, WV 25005

Email: sales@wvelevator.com

Phone: (304) 550-9285

Fax: (304) 381-4444

Website: www.wvelevator.com

Begin forwarded message:

From: "Gerard, Beverly J" <Beverly.J.Gerard@wv.gov>
Date: August 25, 2021 at 11:41:48 AM EDT
To: wvelevator@gmail.com
Cc: Peggy L Alexander <Peggy.L.Alexander@wv.gov>, Linda L Malcomb <linda.l.malcomb@wv.gov>
Subject: Business Registration & Secretary of State Registration out of date

To Whom It May concern

The Registration and Secretary of State Registration is now both overdue. Your Vendor file

Number is 000000189288 for WV Elevator has Prevent New Orders on your account until it is paid in full.

I can not pay invoice 4070 & Invoice 4160 until WV Elevator has been reinstated.

Please take care of your account and bring up to date immediately and this is the last notice you will receive from concerning these invoices.

Sincerely

Beverly Gerard

Accounting Tech III

WV Veterans Nursing Facility

One Freedoms Way

Clarksburg, WV 26301

--
Thanks, and have a great day!

Peggy Alexander

Administrative Services Manager

WV Veterans Nursing Facility

1 Freedom Way, Clarksburg WV 26301

(304) 626-1600 x.2015

--
Peggy Alexander | Administrative Services Assistant

WV Veterans Nursing Facility

1 Freedom Way | Clarksburg, WV 26301

304.626.1600 ext. 2015 | 304.626.1605 fax

Peggy.L.Alexander@wv.gov

--
Peggy Alexander | Administrative Services Assistant

WV Veterans Nursing Facility

1 Freedom Way | Clarksburg, WV 26301

304.626.1600 ext. 2015 | 304.626.1605 fax

Peggy.L.Alexander@wv.gov

--
Peggy Alexander | Administrative Services Assistant

WV Veterans Nursing Facility

1 Freedom Way | Clarksburg, WV 26301

304.626.1600 ext. 2015 | 304.626.1605 fax

Peggy.L.Alexander@wv.gov

--
Peggy Alexander | Administrative Services Assistant

WV Veterans Nursing Facility

9/24/21, 4:09 PM

State of West Virginia Mail - Re: Business Registration & Secretary of State Registration out of date

1 Freedom Way | Clarksburg, WV 26301

304.626.1600 ext. 2015 | 304.626.1605 fax

Peggy.L.Alexander@wv.gov

2 attachments



WV DBA for 3 PHASE ELEVATOR CORP.-WV-Assumed Name - Filing 09.02.2021.pdf
176K



WV Business Registration Certificate and DBA 07.13.2021 (1).pdf
581K



3PHAELE-01

OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2021

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

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

PRODUCER Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	CONTACT PHONE (A/C, No, Ext): (610) 458-3659	FAX (A/C, No): (484) 965-9627
	E-MAIL ADDRESS:	
INSURED 3Phase Elevator; 3Phase Excel Elevator LLC dba Excel Elevator and Escalator Eagle Elevator Company Inc. 60 Shawmut Road, Ste 1 Canton, MA 02021	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Great American Insurance Company NAIC # 16691	
	INSURER B : Zurich American Insurance Company 16535	
	INSURER C : Liberty Mutual Fire Insurance Company 23035	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLP132446904	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP2925280	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		1000376858-02	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC2925279	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property		YU2-Z51-292534-030	12/11/2020	12/11/2021	TIV \$ 1,270,000

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

The State of West Virginia is included as additional insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The State of West Virginia
Dept. of Administration
2019 Washington East Street, East
Charleston, WV 25305

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

AUTHORIZED REPRESENTATIVE

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: 3Phase Excel Elevator LLC DBA West Virginia Elevator

Authorized Signature: Joe Zeilmann Joseph Zeilmann

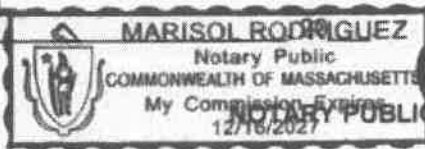
Date: 12/6/2021

State of VA

County of Norfolk to-wit:

Taken, subscribed, and sworn to before me this 6 day of December, 2021

My Commission Expires 12/27



Marisol Rodriguez