



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

Solicitation

NUMBER
LOT512

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Oracle Elevator Co.
4130 Washington St. W
Charleston, WV 25313

WEST VIRGINIA LOTTERY

900 PENNSYLVANIA AVE
CHARLESTON, WV
25302 304-558-0500

DATE PRINTED
07/15/2013

BID OPENING DATE: 08/20/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA LOTTERY LOCATED AT 900 PENNSYLVANIA AVE., CHARLESTON, WV 25302 REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR FULL SERVICE PREVENTATIVE MAINTENANCE, REPAIRS AND ON CALL SERVICE FOR (3) PASSENGER ELEVATORS AND (1) FREIGHT ELEVATOR PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDER.						
MANDATORY PRE-BID MEETING: AUGUST 6, 2013 AT 2:30 PM (SEE ATTACHED INSTRUCTIONS TO BIDDERS)						
0001	12	EA	910-13	ELEVATOR #1 MAINTENANCE & REPAIR MONTHLY COST		
				FREIGHT ELEVATOR		
0002	12	EA	910-13	ELEVATOR #2 MAINTENANCE & REPAIR MONTHLY COST		
				PASSENGER ELEVATOR		

08/20/13 01:26:56 PM
West Virginia Purchasing Division

SIGNATURE <i>Kimberly Johnson</i>	TELEPHONE 304-354-4694	DATE 8/16/2013
TITLE <i>Account Manager</i>	FEIN 20-1968406	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

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WEST VIRGINIA LOTTERY

900 PENNSYLVANIA AVE
CHARLESTON, WV

25302

304-558-0500

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DATE PRINTED
07/15/2013

BID OPENING DATE:

08/20/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	12	EA		910-13		
				ELEVATOR #3 MAINTENANCE & REPAIR MONTHLY COST		
				PASSENGER ELEVATOR		
0004	12	EA		910-13		
				ELEVATOR #4 MAINTENANCE & REPAIR MONTHLY COST		
				PASSENGER ELEVATOR		
0005	1	EA		910-13		
				PERCENTAGE MARK-UP ON COST OF PARTS		
0006	1	EA		910-13		
				FLAT HOURLY LABOR RATE		

SIGNATURE <i>Kimberly Johnson</i>	TELEPHONE 304-356-4694	DATE 8/16/2013
TITLE <i>Commit Manager</i>	FEIN <i>Drach Elevator</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐

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

☐

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

☒

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

August 6, 2013 at 2:30 pm
West Virginia Lottery, 12th Floor Conference Room
900 Pennsylvania Ave.
Charleston, WV

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: August 8, 2013

Submit Questions to:

Connie Oswald
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: Oracle Elevator
 SOLICITATION NO.: LOT 512
 BID OPENING DATE: AUGUST 20, 2013
 BID OPENING TIME: 1:30
 FAX NUMBER: 304-744-4022

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 20, 2013 at 1:30 pm

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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
 Upon Award
 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 must be submitted to the Purchasing Division Director 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 Two (2) successive one (1) year periods. 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.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☒ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and 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 issued and 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.

- ☐ **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.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 minimum or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☒ General Property Damage - \$1,000,000.00 minimum
- ☐
- ☐
- ☐
- ☐
- ☐

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 above.

- ☒ **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.

☒ West Virginia Contractors License

☐
☐
☐

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.

9. **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.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
 See specifications-Liquidated Damages for will apply to this solicitation

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. 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.

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. 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.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.
- 51. 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.

52. 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:

- a. 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
- b. 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.

53. 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.

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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. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Oracle Elevator

Contractor's License No. WV043284

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

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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
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.

3. **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.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

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 bill fails, is unable, or refuses to perform his subcontract.

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.

LOT512 ELEVATOR MAINTENANCE

**REQUEST FOR QUOTATIONS LOT512
ELEVATOR MAINTENANCE
DEPARTMENT OF REVENUE
WEST VIRGINIA LOTTERY
900 PENNSYLVANIA AVENUE
Charleston, WV 25302**

Location: West Virginia Department of Revenue
Building Listed Herein

For: State of West Virginia
WEST VIRGINIA LOTTERY
900 PENNSYLVANIA AVENUE
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: List of Elevators

A **MANDATORY** PRE-BID CONFERENCE WILL BE CONDUCTED IN THE 12TH FLOOR CONFERENCE ROOM OF LOTTERY HEADQUARTERS LOCATED AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WEST VIRGINIA ON August 6, 2013 at 2:30 pm.

Prospective bidders can arrange site visits to review existing elevators and building by contacting John Myers at (304)558-0500. This visit is for reference only. Any questions arising from site visits must be submitted in accordance with the provisions for technical questions listed in this document.

SECTION 1: DEFINITIONS

- A. **"Agency"** shall be defined as The Department of Revenue, West Virginia Lottery, 900 Pennsylvania Avenue, Charleston, WV 25302.
- B. **"Contractor"** shall be defined as the bidder or Contractor who is awarded a contract as a result of this RFQ.
- C. **"Contract"** shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. **"Contract Services"** means inspection, testing, certification, maintenance, repair, and on-call service as outlined herein for four (4) elevators at Lottery headquarters located at 900 Pennsylvania Avenue, Charleston, WV.
- E. **"Full-service Maintenance"**, as herein stated, shall mean routine inspections, replacement of parts, components, and materials on elevator components or

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equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials, and maintenance due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturer's specifications and recommendations or in accordance with National Code requirements. Full-Service maintenance is inclusive of corrective and preventative maintenance required due to normal usage.

- F. **"Open-end Service"**, as herein stated, shall be defined as maintenance service performed due to vandalism, misuse or obsolete part replacement that lies outside Full Maintenance service.
- G. **"Call-back Service"**, as herein stated, shall be defined as maintenance service performed between the hours of 5:01p.m. and 6:59 a.m. on an as-requested basis to correct a malfunction or failure in an elevator.
- H. **"Agency Representative"**, as herein stated, shall be defined as that person so designated by the Director of the WEST VIRGINIA LOTTERY. This representative will normally be the Building Maintenance Supervisor in charge of the building.
- I. **"Holidays"** shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- J. **"Cost for Parts"**, as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Contractor.
- K. **"Inspection"**, as herein stated, shall be defined as organized examinations or formal evaluation of elevators and their parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws.
- L. **"Testing"**, as herein stated, shall be defined as a function test to ensure equipment is operating according the manufacturer's specifications and in accordance with national code requirements.
- M. **"Pricing Page"** means the pages upon which Contractor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as ATTACHMENT A.
- N. **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as LOT512.
- O. **"Certificate of Acceptance"** means a certificate issued by the Division of Labor

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certifying that a newly installed elevator has been inspected and was found to be installed in compliance with the safety standards set forth in the American Society of Mechanical Engineers Safety Code for Elevators and Escalators (ASME) A17.1-3, "Safety Code for Elevators" and ASME A18.1, "Safety Code for Platform Lifts and Stairway Chairlifts."

P. **"Certificate of competency"** means a certificate issued by the Division of Labor certifying that an individual is qualified to inspect elevators.

Q. **"Certificate of operation"** means a certificate issued by the Division of Labor certifying that an elevator has been inspected and is safe for operation.

R. **"Division inspector"** means an employee or contractor of the Division of Labor who has examined and issued a certificate of competency and who only inspects elevators in state owned buildings.

S. **"Elevator"** means all the machinery, construction, apparatus and equipment used in raising and lowering a car, cage or platform vertically between permanent rails or guides and includes all elevators, power dumbwaiters, escalators, gravity elevators and other lifting or lowering apparatus permanently installed between rails or guides, but does not include hand operated dumbwaiters, man-lifts of the platform type with a platform area not exceeding nine hundred square inches, construction hoists or other similar temporary lifting or lowering apparatus.

T. **"Elevator mechanic"** means a person who possesses an elevator mechanic's license in accordance with the provisions of WV Code and who is engaged in the business of erecting, constructing, installing, altering, servicing, repairing or maintaining elevators or related conveyances covered by the WV Code.

U. **"Freight elevator"** means an elevator used for carrying freight and on which only the operator, by the permission of the Lottery, is allowed to ride.

V. **"Inspector"** means both a division inspector and a private inspector.

W. **"License"** means a license issued to an elevator mechanic pursuant to the WV Code.

X. **"Limited use/limited access elevator"** means a passenger elevator of which use is limited by size, capacity, rise and speed, and access is limited by its location, by the requirement of a key for its operation or by other restriction.

Y. **"Passenger elevator"** means an elevator that is designed to carry persons to its contract capacity.

Z. **"Private inspector"** means a person who has been issued a certificate of competency to inspect elevators within this state.

LOT512 ELEVATOR MAINTENANCE

SECTION 2: SCOPE OF WORK

The Contractor shall provide a Full-Service Maintenance program (Section 2.1), Call-Back service (Section 2.2), Inspection and Testing services (Section 2.3) and Open-End service (Section 2.4) for elevators in building owned and operated by the West Virginia Lottery. All services shall ensure that equipment is kept operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with Disability Act and the American National Standard Safety Code for Elevators.

The Full-Service Maintenance program, Call-Back services and Testing and Inspection services shall be covered under one flat monthly service rate less any deductions (Section 2.14).

Included in this "full service" contract is the requirement to perform and accomplish scheduled preventive maintenance, safety checks and tests, and routine and emergency repairs. All integral electrical and mechanical devices of the elevators are included herein.

The Contractor will maintain the traction elevators under this agreement as follows:

- a. Furnish all material, labor, tools and equipment necessary to render complete preventative maintenance service on equipment described.
- b. Utilize only personnel directly employed, trained and supervised by the Contractor. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment.
- c. Ensure supervision of maintenance and service personnel by providing at least semi-annual inspections by Contractor's supervisory staff. The supervisor shall schedule the inspection with the Lottery's representative.
- d. Maintain the specifications of the equipment, notwithstanding any exceptions noted and agreed upon by both parties.
- e. Provide computer generated traffic studies as may be deemed necessary from time to time at Lottery's request.

The Contractor will provide routine and methodical examinations, adjustments and lubrication as required. Contractor will perform a monthly scheduled program of examinations, lubrication, adjustments, and cleaning. Preventive maintenance for hydraulic elevators shall be a minimum of one (1) hour, per unit, per month. Preventive maintenance for traction elevators shall be a minimum of two (2) hours, per unit, per month, or as may be requested by the Lottery. If conditions warrant, the Contractor will repair or replace with new and unused parts:

- a. Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, brake contact, linings, and component parts.
- b. Motor and motor generators or solid state motor drives, motor windings, rotating element, commutator, brushes, brush holders and bearings, transformers, filters.

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c. Silicon control rectifiers, reactors, filter, heat sinks, amp traps, transducers and all control components.

d. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, PLC's software and hardware, steel selector cable or tape and mechanical and electrical driving equipment.

e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

f. Deflector or secondary sheave, bearings, car and counterweight guide rails, car and counterweight buffers, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, compensating chain, counterweight and counterweight guide shoes including rollers of gibs.

g. Hoist-way door interlocks and hangers, bottom door guides and auxiliary door closing devices.

h. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.

i. Seismic actuating and derailment devices, and collision switches.

j. Fire suppression related elevator controls.

The Contractor will:

a. Periodically examine all safety devices and governors, conduct annual no-load test, and each third year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Contractor will check the balance of the car, set the governor, and if required, calibrate and seal the governor at the proper tripping speed.

b. Calibrate load weighing devices after annual and five year safety tests.

c. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

d. Repair or replace conductor cables and hoist-way and machine room elevator wiring.

e. Complete monthly Fire Fighters testing of both Phase I and Phase II. **A written record of findings** on elevators with Firefighter's Service operation shall be made and kept on premises. Firefighter's Service shall be subjected monthly to Phase I Recall and a minimum of one-floor operation on Phase II to assure it is in proper working order. Deficiencies shall be promptly corrected. The exercising of the circuitry and relays should be done on a periodic basis. It is especially important with relay control, as relays are only called on to work when Firefighter's Service is activated. The relays may be dirty and not working properly in an emergency, which could result in hazardous conditions.

f. Furnish lubricants compounded to the manufacturer's rigid specifications.

g. The Contractor shall be required to perform Municipal and State Inspections, make corrections, and complete on-site certificates and submit Test Reports to the Lottery for its use in filing and obtaining operating certificates.

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h. The Contractor shall make other safety tests (fire service, derailment devices, seismic switches) recommended or directed by governmental authorities in force at the signing of this contract. The Lottery and the Contractor shall schedule these tests at a mutually agreeable time. Contractor will provide the Lottery with a written report of the results of the tests. Any malfunctions, corrections, repairs or adjustments made will be included in the report. All tests will be conducted in accordance with prevailing code requirements.

i. Contractor shall notify the Lottery in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance contract specifications and any irregularities, discrepancies or duplications that could affect full comprehensive intent of the technical portion of these specifications. This must be done prior to the question submission deadline. The Lottery, upon receiving such notice, may solicit the advice of an elevator consultant in regard to an interpretation of such notice. The final and written determination of the elevator consultant will be binding upon the Contractor.

j. Contractor shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities. Contractor still must provide replacement parts of a different design should they be unable to comply with SPARE PART INVENTORY. The Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory. Parts providing the same or greater performance standards as the original equipment may be used.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

- a. Emergency lighting, bulbs, batteries, trickle charger and related wiring and components.
- b. Systems and devices directly related to elevator Communication such as: intercom system, master stations, speakers, latch-in system, emergency batteries wiring and components.
- c. Fire Emergency Operation and elevator operating devices.
- d. Emergency Power Operation and elevator operating devices.
- e. All handicap devices.
- f. All elevator related earthquake devices, if applicable.
- g. The Contractor shall maintain the original contract speed and the minimum performance standards listed below.

ELEVATOR	START TO STOP TIME	DOOR OPEN TIME	DOOR CLOSE TIME	LEVELING ACCURACY
Geared	5.5 sec.	1.8 sec.	2.8 sec.	3/8"
Gearless	5.0 sec.	1.8 sec.	2.8 sec.	3/8"
Hydraulic	10.0 sec.	2.5 sec.	3.5 sec.	3/8"

1. "Start to Stop Time" is measured from the moment the car begins motion till the time it stops for a single floor run of between 12 and 14 feet.

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2. **"Door Open time"** is measured from the fully closed door position to a fully open stopped position

3. **"Door Close Time"** is measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

4. **"Leveling Accuracy"** is measured from car sill to landing sill at a fully stopped position under all load conditions.

5. **"Rated Speed"** shall be that noted in the Description Equipment List and shall not vary by more than 5% regardless of direction or load.

The Contractor shall maintain:

a. Smooth ride quality without swaying or vibration, smooth acceleration, deceleration, and stops, and accurate leveling operation;

b. Positive and quiet door operations with rapid and smooth checking at limits of travel.

The following Elevator Group System Performance Characteristics shall be maintained:

c. **INTERVAL:** The average time between the departure of cars from the Lobby floor during Up-Peak traffic shall be 26 – 28 seconds. The range of intervals shall be 10 – 40 seconds.

d. **DOWN PEAK WAITS:** The average time from registration of a down hall call till the arrival of the elevator during Down-Peak traffic shall be 18—24 seconds. The range of waiting times shall be 10 – 40 seconds.

e. **NORMAL WAITS:** The average time from registration of an up or down hall call till the arrival of the elevator during normal NON-PEAK traffic shall be 14 – 20 seconds. The range of waiting times shall be 10 – 20 seconds.

f. **CARRYING CAPACITY:** Ability of the system to move people stated as a percentage of the group population handled in a five minute period shall be 14 – 17%. This shall be evidenced by the observation that not more than 12 persons shall remain in the Lobby upon the dispatch of an elevator during Up-Peak.

Exceptions to the above criteria shall not exceed 2%

The above requirements are predicated on a maximum of 150 corridor calls registered during a five minute period with all cars in the rise in Group Operation.

Contractor will test all equipment for proper operation including emergency generator tests on a regular basis.

Contractor will train all Lottery maintenance staff to understand basic operation and emergency procedures.

2.1 Full-Service Maintenance: Full-service maintenance shall be, at least, the limits described herein. Full-Service Maintenance shall include all supervision, labor, materials, equipment and tools necessary to keep all equipment operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with disability Act and the American National Standard Safety Code for Elevators. Full-service maintenance shall be covered under the flat monthly rate as agreed upon herein.

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The Contractor shall provide mechanic personnel for dedicated full-service maintenance under this contract for all units located within the Lottery building. Working hours covered by said personnel shall be between 7am and 5pm, Monday through Friday except State recognized Holidays. During these established work hours, if meeting the full-service maintenance requirements necessitates more than one technician being on-site, as determined by Division of Labor regulations on weight limitation or any other such regulation which would require more than one person to perform the operation, the Contractor shall bear the responsibility of any additional man hours or costs.

Seven (7) days after award of the contract the Contractor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleaning, routine maintenance, safety checks and other full-service Maintenance.

The Contractor shall continuously analyze equipment performance, including riding quality, equipment condition and operational systems and perform all part replacements and adjustments required to maintain operating performance. Routine examinations and maintenance shall be made **at least twice monthly** for each elevator.

Routine examinations, inspections and testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes or regulations.

Examples of Full-service maintenance service shall include but are not limited to:

A. Machine rooms

Controllers shall be kept clean of dirt, dust and oil. Hoist motors shall be kept clean of dirt, dust and oil. Seals shall be changed as needed to prevent leakage.

Generators shall be kept clean of dirt, dust and oil. Brushes changed on an as needed basis to prevent commutator damages. Refill gear cases and guide lubricators. Oil reservoirs shall be kept properly sealed to prevent leakage. Contractor shall use lubricants recommended by the manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.

B. Hoistway

All hoistways shall be cleaned annually. Hoistway doors, tracks, hangers, guide shoes or guide rollers and relating cables shall be changed as needed. Lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated every six months. All pits shall be cleaned as needed. All compensating sheaves, cables, chains and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned every six months.

C. Hydraulic Elevators

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Pit drip buckets must be emptied regularly to prevent overflow. If a 5 gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil.

D. Car Speeds

At all time the Contractor shall maintain the efficiency, speed and safety for the elevator as designated by the original manufacturer. This includes acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.

E. Door Speeds

All door opening and closing speeds and thrust shall be maintained.

F. Fire Services

When fire service is present it shall be tested every 30 days and recorded in the machine room. This includes emergency lights, alarms, telephones, fire recall and emergency recall. Contractor shall properly note the date on the chart in the elevator machine room.

G. Suspension, Comp Ropes and Governor Lines

All suspension ropes, compensating ropes and governor lines shall be examined and equalized and be changed as per code. Replacement ropes shall meet all code requirements and shall be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer.

The Contractor shall replace or make corrections to the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons.

Hoisting machines and machine brakes
 Motor generators or solid state motor drives, starters
 Transformers, filters
 Control, selector, dispatch, signal and relay panels
 Hoisting motors, selector motors and drives
 Tension frames, magnet frames
 Worms, Gears, bearings, thrusts and rotating elements
 Brakes, coils, linings, shoes and pins
 Brushes, commutators, windings and coils
 Contacts, relays, resistors and transistors
 Solid state panels, boards and control devices
 Computers, PLC's, video monitors
 PLC's software and hardware
 Hydraulic power units, pumps and valves
 Operating valves, manual and automatic
 Pistons and their packing

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Mufflers and silencers
 Pipe and pipe fittings located above ground
 Control wiring, electric wiring, fuses
 Hydraulic fluid
 Hydraulic fluid reservoirs, heater for oil reservoirs
 Guide shoes and rollers
 Control cables, wire ropes and cables.
 Hoisting and governor cables and their fastenings
 Drive, governor, deflector and compensating sheaves and their contacts
 Car and counterweight safeties
 Overspeed governors
 Buffers and their contacts
 Limit, landing, leveling and slow-down switches, emergency lowering devices
 Anti-creep devices
 Operating buttons and switches, including key type
 Hatch door interlocks and gate and door contacts
 Door and gate operating equipment, grates
 Door protective devices
 Load weighting and dispatching devices
 Compensating cables or chains
 Position and speed encoders
 Indicator lamps and indicator LED's
 Car station telephones
 Batteries for any and all equipment
 Remote monitoring devices
 Cylinders and casings
 Hoistway gates, doors, frames and sills
 Hoistway enclosures
 Emergency car lights
 Car enclosures including: wall panels, ceilings, diffusers, door gates, ventilation equipment, handrails and mirrors
 Cover plates for signals, signal bells and signal systems
 Music Systems, car heaters and or air conditioners
 Communication systems (intercoms), telephone cables
 Smoke and heat sensors
 Mail line power switches, breakers and feeders to elevator control equipment

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

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damages of \$50 a day each day beyond the allotted two business days given to the Contractor to correct user-friendly deficiencies.

Contractor shall perform all work during regular working hours of regular working days of the elevator trade unless otherwise specified. Contractor must be able to respond to calls for maintenance within one (1) hour, or within one-half (1/2) hour in life and safety threatening situations after receipt of call to have an elevator service and elevator must be operating properly within twenty-four (24) hours after arrival.

The Contractor must cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing and storing, or removing all materials and equipment, to observe all rules and regulations in force on the grounds to avoid unnecessary dust or accumulated debris or undue interference with the convenience, sanitation, or routine of the State of West Virginia, and to prevent the loss of or damage to the property of the State and/or its employees and tenants.

The Contractor must repair any and all damage it may cause to the building or property to the full satisfaction of the Lottery.

Contractor telephone number will be provided to the Lottery for 24-hour per day, 365 days per year contact.

Under no circumstances will any shut-down or breakdown be allowed to keep the elevator out of service for any period in excess of twenty-four (24) hours without written approval of the Lottery. The Contractor must have sufficient spare parts, labor and materials to ensure that this time frame is adhered to.

Contractor shall provide emergency minor adjustment call back service during regular working hours on all elevators.

If overtime examinations, repairs or emergency minor adjustment call back service are not included in the resulting purchase order of this RFQ and are later requested, the Contractor will absorb the worked hours at single time rates and will be reimbursed by the Lottery for the overtime hours only at regular hourly rates.

Excluded shall be: Carpets and applied floor coverings, underground piping for hydraulic elevators and any enhancements to existing equipment or new installations not required to keep the car in operation.

Also excluded shall be maintenance or adjustments required due to vandalism or misuse. However, said maintenance or adjustments required due to vandalism or misuse would be considered work under Open-end service and must be approved by the Agency (see section 2.4). Any unauthorized work will be denied payment.

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The Contractor shall have no responsibility for the following items of elevator equipment:

- a. Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceiling, light diffusers, handrails, mirrors, carpets, finishes);
- b. Hoist-way enclosure; hoist-way gates, doors, frames and sills, main line disconnects or power supply feeders.
- c. Product of combustion detectors for fire recall.
- d. Repairs necessitated by negligence or misuse of the equipment, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.
- e. New attachments recommended or directed by insurance companies or by any government authority.
- f. Additional features, attachments, replacements with parts of different design when recommended by law or regulation
- g. Major upgrades and renovations to existing equipment.

For the purpose of clarification, any item not specifically excluded above shall be considered the Contractor's responsibility under the scope of the full-service maintenance.

Labor Warranty. The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

2.2 Call-back Service: The Contractor shall provide Call-back service 24 hours a day, 365 days a year. Call-back service shall be covered under the flat monthly rate as agreed upon herein.

Call-back service shall be required whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends or holidays. Work may be suspended for such time as is required to obtain needed parts, with approval or instruction by the Agency.

On site response time for Call-back service calls shall be guaranteed within one (1) hour of telephone notification. In the event of an entrapment the Contractor shall be on the scene in thirty (30) minutes or less. The deadline to respond on-site may only be waived or extended by written approval of the Agency. If the Contractor does not arrive on-site in the designated time and has not received written approval from the Agency, the Contractor must pay liquidated damages in the sum of \$75 per hour of delay.

If additional maintenance and/or corrections are required to place the elevator back into service and the cause of the service call was not due to a transient problem related to work covered under the full-service maintenance program, then the Contractor, upon approval from the Agency will be entitled to invoice for the remedial corrections outside of the initial service call.

2.3 Safety Checks and Tests: Inspection and Testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes or regulations. Safety inspection and testing service shall be covered under the

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flat monthly rate as agreed upon herein. Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly.

All 5-year Full load safety tests, all annual no-load safety tests and all hydraulic relief tests shall be arranged and performed by the Contractor. Contractor shall file the proper tags and forms with the Division of Labor.

This Contract shall also require the Contractor to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector and/or designated West Virginia elevator consultant.

Contractor shall have 30 days to complete corrections or obtain a waiver from the Division of Labor.

Failure to complete correction and or obtain a waiver (without the prior written approval of the Agency) may result in the imposition of liquidated damages, according to WV State Code §5A-3-4(8), at the rate of \$100 a day, beyond the 30 day deadline. If the elevator is tagged "out of service" by the Division of Labor, \$500 a day in liquidated damages will be assessed until such time that the correction is completed or a waiver is obtained.

The Contractor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Contractor shall be responsible for coordinating and scheduling all inspections with the third party Contractor.

Monthly, the Contractor shall test all equipment for proper operation that have emergency generators and note the date on the chart in the elevator machine room.

When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly to insure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

2.4 Open-End Service: The Contractor shall also provide Open-end services on an on-call basis. On site response time for Open-end service calls shall be guaranteed within 24 hours of telephone notification or as scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

When Open-end service work is required of the Contractor, the Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor (refer to section 3.1). Contractor shall provide labor and material needed to accomplish the requested work. Travel time may not be

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charged on this Contract. **All Open-end services performed shall be billed to the Agency at a single hourly rate, as agreed upon herein, regardless of the date and time such services are performed.**

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

The Contractor will respond to a call for repair of any elevator that has broken down by arriving at the site within one (1) hour after notification, (one-half hour (30 minutes) if life or threatening situation). If Contractor does not arrive within the designated time following notification, Contractor must pay the Lottery liquidated damages in the sum equal to Contractor's quoted hourly rate for each hour of delay.

Under no circumstances will any minor shut-down or breakdown last longer than twenty-four (24) hours after arrival at the site. If the Contractor fails to complete the repair or maintenance within twenty-four (24) hours after arrival, the Contractor must pay the Lottery liquidated damages in the sum equal to Contractor's quoted hourly rate for each hour of delay.

All major shutdowns or breakdowns must be immediately reported to the Lottery within two (2) hours after such determination is made. A follow-up written report concerning the nature of the problem and the expected date when the problem will be corrected must be submitted to the Lottery within three (3) working days following the shut-down or breakdown.

Liquidated damages will not be assessed where performance is prevented or delayed by acts of God, freight embargoes, strikes, fire, acts of Government, or any other cause beyond the control of the Contractor provided that Contractor notified the Lottery of such circumstances and the Lottery concurs with the information provided.

The amount of any liquidated damages assessed against the Contractor will be deducted from monthly payments.

The cost of remedial repairs to return elevators to building service will be included in the contract.

All wiring diagrams and prints are the property of the Lottery. A complete set of wiring diagrams will be kept in cabinets in the respective machine rooms. Any changes made

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to the diagrams will be duly noted signifying the type of change, the date the change was made, and the name of the person making the change. Prints and diagrams will not be copied or removed without written permission of the Lottery.

Contractor shall provide in each machine room a schedule of proposed maintenance. The schedule will conform to the manufacturer's requirements and reflect elevator type, such as geared, gearless and hydraulic, and will indicate frequency of adjustments, maintenance and lubrication procedures. Contractor shall also provide repair and call back records indicating reason for call back, repairs made, and status. Dates and initials of service technicians and repair personnel are required for all work. Schedules and records will be kept in the machine room and made available to the owner at all times. Electronic maintenance records are permissible as long as the above requirements are met.

2.6 Parts: The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

Contractor shall maintain a supply of spare replacement parts in their inventory. All replacement parts and materials shall be specifically designed for the elevators on which they are to be used, including any special keys, safety wrenches, operation keys for fire recall, independent service, light/fan, inspection, and any other keys used for operation of the elevators.

Contractor may store materials on the Agency's premises only where the contractor provides a suitable metal cabinet. Lubricants, combustible and flammable material storage shall comply with the State of West Virginia Fire Marshall. The Contractor is responsible for the disposal of refuse generated by work related to this Contract. All disposal and handling of oil or anything relating to hydraulic elevators shall comply with the applicable EPA rules.

Materials, parts and equipment needed to complete open-end service or those that were in the excluded portion of section 2.1 may be charged to the Agency at the mark-up agreed upon herein, when the Agency grants prior approval through a release order (section 4.1).

The Contractor shall provide materials, parts and equipment used for full-maintenance and call-back service and shall include the cost under the monthly charges as agreed upon herein. There will be no additional, allowable charges.

Contractor shall furnish warranty of twelve (12) months on parts, components, and materials, or the minimum manufacturer's warranty for parts, whichever is longer.

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Contractor shall provide sufficient and suitable cabinets for the storage of replacement parts, tools, equipment, prints, drawings, manuals, lubricants, paints and solvents, and approved waste receptacles.

a. Contractor shall keep in each machine room sufficient stock of relays, contacts, switches, coils, fuses, springs, brushes, holders, lamps condensers, tubes, transformers, buss wires, operating buttons, cotton wipes, and similarly required maintenance items.

b. Contractor shall retain in its warehouse parts accessible within 24 hours:

i. Applicable generator bearings, brushes and holders, control switch contacts;

ii. Applicable door operator motors, door hangers, rollers, two door interlock assemblies, door protective device parts;

iii. Selector tapes, hoist-way limit switches;

iv. Brake magnets, brake linings, control boards, applicable relays and coils, and solid state devices.

The Contractor shall maintain the original contract speed in feet per minute and the original performance time as designed and installed by the manufacturer. Contractor shall adjust the equipment as required to maintain original door operating times, within the limits of the applicable codes. Contractor may be required by the Lottery to revise performance and operating times.

Contractor will perform all required safety tests and/or calibrations as required by the latest edition of the ANSI A17.1-2005 Code and ANSI A17.3 2005 Code. In addition Contractor will make any corrective work deemed necessary by the Labor and Industry Elevator Inspector, WV third party inspector, and/or a designated West Virginia elevator consultant.

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. Parts for Open-end service, where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

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

2.7 Reporting: Contractor shall report to the Agency or Agency Representative prior to performing any work specified in this contract. Contractor shall provide and keep current a chart (per ANSI 17.1 requirements), posted in the elevator machine rooms, on which entries shall be made to indicate the status of all service and maintenance work performed. Contractor shall maintain a complete, orderly and chronological log (including drawings, parts lists and wiring diagrams) of call-backs and maintenance on

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each elevator. The Contractor shall have the necessary wiring diagrams needed to perform services. Said wiring diagram must be posted in elevator machine rooms. The Agency will provide the Contractor copies of all pertinent documents current as of the start date of this Contract.

A monthly summary report of elevator charts shall be submitted to the Agency Operations and Maintenance Manager monthly. Electronic copies of maintenance tickets shall be sent to the Operations and Maintenance Manager within 2 days of completion of the work.

The Contractor shall comply with all applicable Federal and State of West Virginia rules and regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under the contract. Contractor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Contractor's location during normal business hours upon written request by the Agency within 10 days after receipt of the request.

Contractor will prepare and furnish monthly reports to the Lottery and must proceed at once to make all repairs and adjustments required to keep the elevator equipment in a safe and first-class operating condition. All work must include regular and systematic inspections of all elevator equipment and adjustments or replacements of all worn or deteriorated parts and furnishings of all appurtenances for testing, as well as all outlines required and/or recommended in the latest edition of the American Standards Safety code for Elevators, Dumbwaiters and Escalators, including all the latest revisions and addenda and all s herein specified.

The Contractor will submit a monthly report (within five (5) working days after the previous month) to the Lottery outlining all scheduled preventive maintenance, as well as repairs and replacements, service calls, and emergency service accomplished during that period.

The Contractor shall, in the course of routine maintenance, clean all components and remove all dust, grease and debris from machine rooms, hoist-ways, car tops and pits. Such cleaning shall be performed not less than once every six months on all components and in all elevator equipment spaces.

The Contractor shall keep all equipment properly painted. All major components including controllers, machines, generators or motor drives, governors and buffers must be identified with appropriate car numbers. Municipal or state identification shall also be provided as applicable.

Insulating compounds shall be applied to major electrical components, particularly motor armatures and field coils, not less than once during the initial term and once during subsequent terms of this contract.

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Machine room floors shall be painted not less than once every two years with high grade deck enamel.

Non-conductive mates shall be provided around and between all elevator controllers.

The Contractor shall maintain group dispatching systems and perform tests to insure the proper operation of all functions and time settings. Contractor shall adjust the system as required so that the system performs as designed and installed by the manufacturer. Contractor may be required to adjust system settings per the Lottery's request.

2.8 Facility Access: The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract. Upon award of the Contract, the Contractor will provide the Agency with the names, home addresses, home telephone numbers and work assignments of each employee who will be working under the Contract. Any changes, deletions or additions to this list will be furnished immediately to the Agency as they occur.

The Contractor shall maintain each machine room hoistway and overhead in an uncluttered, clean condition at all times.

2.9 Telephone Service: Contractor shall maintain a continuous 24-hour telephone service for receipt of maintenance service calls, 365 days a year. Contractor shall provide the Agency with alternative contacts should the 24-hour telephone service becomes temporarily unavailable. Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

2.10 Costs: Contractor shall provide a monthly price for each elevator listed in Attachment B. Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

2.11 Facilities: The list of elevators for which service may be requested are in Attachment B. The Agency reserves the right to discontinue service covered by this Contract.

2.12 Job Site Inspections: An Agency representative will conduct job site inspections periodically. The Agency will coordinate with the Contractor who shall be required to attend the job site inspections. A written report will be provided to the Contractor within 10 working days after each visit. The report will provide the Contractor with a full description of the needs and expected completion dates. Should the Contractor fail to comply with the Agency's needed corrections, then the Agency may, by written notice to the Contractor, terminate the Contractor's right to proceed further with the work. The

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Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to the Contractor.

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

2.14 Deductions: Should any elevator covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time beyond 7 days for renovations, etc., the Contractor shall reduce the monthly charged by one-thirtieth (1/30) for each day the elevator is out of service.

If an elevator is taken out of service, the Agency will notify the Contractor in writing and will remove the elevator from coverage the first day of the next month. The cost of the coverage for the unit will be deducted from the monthly unit price.

The amount of liquidated damages assessed against the Contractor will be deducted from monthly payments.

SECTION 3: ORDERING AND INVOICING

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

3.1 Release Orders: The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor.

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

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The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

3.2 Invoices: Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports indicating hours worked and work performed on each elevator, signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance Section 2.6: Parts. Any expedited delivery charges for Open-end service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. The Contractor's cost of the part(s), the markup applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in the order by which parts appear on the Contractor's invoice.
4. FEIN number, complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

WEST VIRGINIA LOTTERY
ATTN: ACCOUNTS PAYABLE
P O Box 2067
Charleston, West Virginia 25327

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 4: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Full-service elevator maintenance under this Contract. The Contractor shall provide all documentation of the qualifications in line 2 prior to award of the Contract.

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The Contractor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), International Union of Elevator Constructors or the National Association of Elevator Contractors CET program for all elevator mechanics directly employed and supervised by the Contractor. The Contractor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract.

1. The Contractor shall have 5 years experience installing and maintaining elevators of similar size and type, character and magnitude as defined in these specifications. Documentation can include, but is not limited to: references, current and previous contracts, ANSI Accreditations, etc.
2. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
3. The Lottery requires and will perform a criminal background check for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office buildings as part of this project.
4. The Lottery will not allow any Contractor or subcontractor access to the building until the background checks are completed.
5. It is requested that all information should be submitted with Contractor's bid. The agency reserves the right to request additional information.
6. Contractor must represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Contractor will supply at all times an adequate number of well-qualified personnel to perform the work. Contractor will provide a contact person available and authorized to remedy any non-conformity with this representation.
7. Contractor shall be trained and/or certified to provide inspection, testing, and maintenance services on elevator systems and must provide Agency with documentation, satisfactory to the Agency at its sole discretion, to verify training and/or certification upon request. Contractor shall ensure that all work performed under this Contract is performed by an appropriately trained and licensed individual.

All service will be performed by personnel directly employed, trained and supervised by the Contractor. The Lottery reserves the right to request the replacement of any personnel deemed by the Lottery to be unsatisfactory. The Contractor will provide thoroughly trained and competent personnel to accomplish the work specified herein. Said personnel must work between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

At the beginning of the contract the Contractor will provide the Lottery with the names, home addresses, home telephone numbers, and work assignments of each employee

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who will be working under the contract. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the Lottery.

The Lottery reserves the right to require that the Contractor remove from the premises any employee who endangers the persons or property therein or whose continued employment under the contract is inconsistent with the best interest of the Lottery.

All mechanics will have a minimum of five (5) years continuous employment in the elevator industry as a mechanic. Proof may be required of the Contractor to supply verification of continuous employment of any employee furnished by the Contractor. The Lottery may accept certification of any organization which has tested and certified the competency of the mechanics and apprentices to be utilized. These organizations may include, but not be limited to, International Union of Elevator Constructors, and/or the National Association of elevator Contractors, CET Program.

The Contractor will be held entirely responsible and accountable for all the actions of their employees. It should be clearly understood that all personnel hired by the Contractor under the contract agreement would not be considered employees of the Lottery. The Contractor will enforce discipline and good behavior at all times among all employees and will remove unsatisfactory employees immediately in accordance with the forgoing provisions of the contract agreement.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

LOT512 ELEVATOR MAINTENANCE

5.2: Indemnification: The Contractor 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 Contractor, 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 Contractor, its officers, employees or subcontractors to observe state and federal laws, including but not limited to labor and wage laws.

Contractor agrees to protect, indemnify and save the Lottery from harm and against all claims, demands and causes of action of every kind and character arising on account of any patented or unpatented invention, process, article, device, appliance or system software manufactured or used in the performance of the contract maintenance, including its use by the Lottery and including all cost associated with the defense of suits brought specifically or jointly against the Lottery.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and maintenance shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

LOT512 ELEVATOR MAINTENANCE

SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria.

$$\mathbf{A + B + C = D \text{ Total Bid}}$$

The following is a **SAMPLE** bid tabulation, for reference only. The amount of hours and the aggregate expenditures of supplied parts are estimates, used only as a basis for award of a contract. Actual amounts required during the life of the contract may be greater or lesser.

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in III.(C)(12)(c) and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.5; conversely, a 10% reduction would equal a multiplier of .9.

West Virginia Lottery

ELEVATOR NO.	CAPACITY	MONTHLY COST	(X12) YEARLY COST
1	2,500	\$650.00	\$7,800.00
2	2,500	\$650.00	\$7,800.00
3	2,500	\$650.00	\$7,800.00
4	2,500	\$650.00	\$7,800.00
TOTAL MONTHLY CHARGE		\$2,600.00	
TOTAL YEARLY CHARGE			\$31,200.00 (A)
COST OR PARTS: \$5,000 X MARKUP (25%) 1.25 =			\$6,250.00 (B)
FLAT HOURLY RATE: \$85.00 X 200 HOURS =			\$17,000.00 (C)
TOTAL BID			\$54,450.00 (D)

LOT512 ELEVATOR MAINTENANCE

PRICING PAGE

ATTACHMENT A—BID FORM

West Virginia Lottery

ELEVATOR NO.	CAPACITY	MONTHLY COST	(X12) YEARLY COST
1	2,500	\$ 325.00	\$ 3,900.00
2	2,500	\$ 325.00	\$ 3,900.00
3	2,500	\$ 325.00	\$ 3,900.00
4	2,500	\$ 325.00	\$ 3,900.00
TOTAL MONTHLY CHARGE		\$ 1,300.00	
		TOTAL YEARLY CHARGE	\$ 15,600.00 (A)
COST OR PARTS: \$5,000 X MARKUP (25 %) 1250 =			\$ 6,250.00 (B)
FLAT HOURLY RATE: \$ 150 X 200 HOURS =			\$ 30,000.00 (C)
TOTAL OF A + B + C = (D) TOTAL COST			A + B + C = (D) TOTAL COST \$51,850.00

COMPANY NAME	Oracle Elevator
ADDRESS	4136 W. Washington Street
CITY / STATE / ZIP CODE	Charleston, WV 25313
CONTACT PERSON	Kimberly Johnson
SIGNATURE	Kimberly Johnson
DATE	8/16/2013
PHONE NUMBER	304-356-11694
EMAIL ADDRESS	Kim.johnson@oracleelevator.com
FAX	304-744-4032

Contract will be awarded to the Contractor with the lowest grand total meeting specifications.

AWARD WILL BE MADE BASED UPON THE LOWEST TOTAL COST BID OF A + B + C. HOURS AND PARTS ARE ESTIMATES ONLY FOR THE PURPOSE OF COMPARING CONTRACTOR BIDS.

LOT512 ELEVATOR MAINTENANCE

ATTACHMENT B

ELEVATOR NO.	CAPACITY	TYPE
1	2,500	FREIGHT
2	2,500	PASSENGER
3	2,500	PASSENGER
4	2,500	PASSENGER



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oracle Elevator
of 4136 West Washington, Charleston, WV 25313, as Principal, and Fidelity and Deposit Company
of Maryland, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of five percent of amt. bid (\$ 5% of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
West Virginia State Lottery - Maintenance for three passenger elevators and one freight elevator

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of August, 2013.

Principal Seal

Oracle Elevator

(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

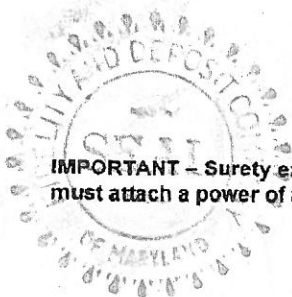
General Manager
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Attorney-in-Fact
Tammy L. Masterson

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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Douglas A. STOUGH, John A. STOUGH, John F. NEACE, Tammy L. MASTERSON, Kyle SHREWSBURY, Shirley A. SAGUN and Jennifer K. WILLIAMS, all of Louisville, Kentucky, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes
Assistant Secretary
Eric D. Barnes

James M. Carroll

Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 14th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



Agency _____
REQ. P. O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oracle Elevator
of 4136 West Washington, Charleston, WV 25313, as Principal, and Fidelity and Deposit Company
of Maryland, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of five percent of amt. bid (\$ 5% of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
West Virginia State Lottery - Maintenance for three passenger elevators and one freight elevator

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of August, 2013.

Principal Seal

Oracle Elevator

(Name of Principal)

By T. O.

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

General Manager
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

Tammy L. Masterson
Attorney-in-Fact

Tammy L. Masterson

Notarizing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a copy of attorney with its seal affixed.





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

STATE OF West Virginia
COUNTY OF Kanawha, TO-WIT:

I, Kimberly Johnson, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Oracle Elevator
(Company Name)

By: Kimberly Johnson
Title: Account Manager
Date: 8/16/2013

Taken, subscribed and sworn to before me this 15th day of August.

By Commission expires August 29, 2015

Melissa A. Hansell
Notary Public
(Seal) State at Large
Kentucky
My Comm. Expires 8/29/2016

Melissa A. Hansell
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2013

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 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 Neace Lukens - Louisville/ Assured NL Insurance Agency Inc 2305 River Road Louisville, KY 40206	CONTACT NAME:	
	PHONE (A/C, No, Ext): (502) 894-2100 FAX (A/C, No): (502) 894-8602	
INSURED OEC Oracle Elevator Company 43 Daycoeton Place, Suite B Torrington, CT 06790	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Underwriters Insurance Co	30104
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: Commerce and Industry Insurance Company	19410
	INSURER D: Continental Casualty Company	20443
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			13UENOJ7161	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
							MAX GNRL AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY			2092499980	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$				
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE060702197	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$				
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$	Gen Aggregate \$ 10,000,000				
			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2092499977	1/1/2013	1/1/2014	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Installation / Build			2092475002	1/1/2013	1/1/2014	Installation 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

West Virginia Lottery
4136 W Washington Street
Charleston, WV 25313

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV043284

Classification:

SPECIALTY

ABELL ELEVATOR SERVICE CO
DBA ORACLE ELEVATOR COMPANY
4523 KNOPP AVENUE ATTN: MELISSA
LOUISVILLE, KY 40213


Date Issued

NOVEMBER 08, 2012

Expiration Date

NOVEMBER 08, 2013


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

See Attached

5

WV-72

Created 07/01/13

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

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

Vendor Contact Information:

Vendor Name: Oracle Elevator

Vendor Telephone: 304-356-6694

Vendor Address: 4136 W. Washington St.
Charleston, WV 25313

Vendor Fax: 304-744-4022

DRUG POLICY

In order to protect the safety and health of the public and all associates, the Company has committed to creating and maintaining an alcohol and drug-free workplace. Substance abuse will not be tolerated on or off the job. This prohibition includes the possession, use, or sale of illegal drugs or alcohol while on the job, in the office, driving a company vehicle, or in a customer's building. A violation of this policy is considered to be a major offense that, in the Company's judgment, may result in probation, suspension, or discharge.

The company reserves the right, in its discretion, to the extent permitted by law, to require all associates and applicants for positions to submit to physical examinations or tests by a person or agency designated by the Company, at Company expense. Such examinations can include but are not necessarily limited to blood, urine, breath, or other tests for evidence of the presence of alcohol and drugs. The Company also reserves the right to search associates' packages, vehicles, lockers, handbags and similar items while on Company property or business.

In particular, the Company reserves the right, in its discretion, to examine or test for the presence of alcohol and drugs (as stated above) in situations such as, but not limited to, the following, in accordance with applicable law:

- As part of a pre-employment physical examination.
- As part of a physical examination which the company may require associates to undergo on a regular basis, on a schedule to be determined by the Company.
- Due to the safety or health risk or sensitive security duties of a specific job, as determined by the Company.
- Following a safety infraction or work-related accident that does or, in the Company's judgment, might cause bodily injury or damage to property.
- Specific behavior of an associate on the job, which the Company determines gives management reasonable suspicions that such behavior, might be or is due to alcohol or drug use.
- After a motor vehicle accident in a company vehicle.
- As otherwise required or permitted by applicable laws.

Refusal to submit to a test, an inspection or search will be deemed a "positive" test result. Should any of the above tests come back positive, the Company will terminate the associate. In extraordinary circumstances, an associate may be given a second chance, and then the associate must enter a drug/alcohol therapy program with an organization approved by the Company within a week of the test result. All cost for therapy and subsequent follow-up testing will be borne by the associate. Upon our receipt of notification of a second "positive" result of a drug/alcohol screening test, your employment with the Company will be terminated.

If there are any changes to your driving record, you must notify the manager of human resources immediately in writing. If an associate is convicted of a DUI offense, his/her privileges to drive a company vehicle will be revoked immediately for a period to be determined by the general manager, which will be a minimum of three months.

Certificate of Compliance

ORACLE ELEVATOR CO., INC.

**HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING
DRUG-FREE WORKPLACE**

meeting standards which comply with applicable State and Federal Regulations for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.

NOVEMBER - 2013

CERTIFIED THROUGH

ASAPTM

Alcohol & Substance Abuse Prevention Programs, Inc.
USCIS Office Plaza
5635 Hoover Blvd.
Tampa, FL 33634

Laboratory:

Lab Corporation
329 6th Avenue
South Charleston, WV, 25304

Average Number of Employees:

5

Results:

See attached

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: 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.

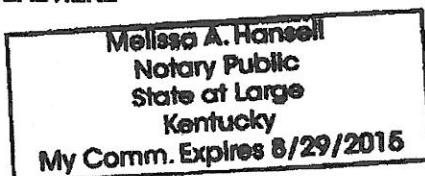
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 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: Oracle ElevatorAuthorized Signature: Kimberly Johnson Date: 8/16/2013State of KentuckyCounty of Jefferson, to-wit:Taken, subscribed, and sworn to before me this 15th day of August, 2013.My Commission expires August 29, 2015.**AFFIX SEAL HERE**

NOTARY PUBLIC

Melissa A. Hansell

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Oracle Elevator
(Company)

Kimberly Johnson
(Authorized Signature)

Account Manager
(Representative Name, Title)

304-356-6694 304-744-4022
(Phone Number) (Fax Number)

8/14/2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Oracle Elevator
 Company
Kimberly Johnson
 Authorized Signature
8/16/2013
 Date

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