



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

State of West Virginia
 Request for Quotation

Proc Folder: 212532

Doc Description: ELEVATOR MAINTENANCE AND REPAIRS

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2016-05-20	2016-06-23 13:30:00	CRFQ 0608 COR1600000028	1

BID RECEIVING LOCATION

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

VENDOR


Vendor Name, Address and Telephone Number:

West Virginia Elevator, LLC.
 Po Box 57
 Arma, WV 25005
 304-881-1383

06/23/16 09:30:49
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X  FEIN # 45-5260836 DATE 6/20/16

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

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: West Virginia T-levator, LLC
Contractor's License No. WV-049796

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

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

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

West Virginia Elevator, LLC.
(Company)

 - Manager
(Authorized Signature) (Representative Name, Title)

Dustin Bozek - Manager
(Printed Name and Title of Authorized Representative)

6/20/16
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR1600000028

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.

West Virginia Elevator, LLC.
Company


Authorized Signature

6/20/16
Date

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

Contract Manager: Dustin Borek
Telephone Number: 304-881-1383
Fax Number: 304-881-4444
Email Address: WElevator@gmail.com

1.19 DAMAGES

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

1.20 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.21 SAFETY

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.22 WORKMANSHIP

- A. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

1.23 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

1.24 WARRANTY

- A. One (1) year on any part that is installed from the date of installation, including both parts and labor.

EXHIBIT A

CRFQ COR160000028 - Elevator and Chair Lift Maintenance and Repairs Contract

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
1	Elevator and Chair Lift Inspection	Each	12	0	0
2	Preventative Maintenance	Each	12	\$ 265.22	\$ 3,182.64
3	Safety and Five-Year Full Load Test	Each	1	0	0
4	Regular Labor Rate	Hour	100	\$ 108.20	\$ 10,820.00
5	Overtime Labor Rate	Hour	5	\$ 225.00	\$ 1,125.00
6	Holiday Labor Rate	Hour	5	\$ 225.00	\$ 1,125.00
7	Emergency Labor Rate	Hour	5	\$ 225.00	\$ 1,125.00

Subtotal A \$ 17,377.64

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
1	Parts	\$5,000.00	8 %	\$ 5,400.00

Subtotal B \$ 5,400.00

OVERALL COST (Sum of Subtotal A and Subtotal B: \$ 22,777.64

Bidder/Vendor Information:


Name: West Virginia Elevator, LLC

Address: PO Box 57
Martinsburg, WV 25105

Phone No.: 304-881-1383

Fax No.: 304-351-4644

Email Address: wvelevator@gmail.com

Authorized Signature: 

NOTES:

- * Quantities are estimated for bid evaluation purposes only.
- ** Estimated cost for bid evaluation purposes only.
- *** Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

* signature is authorized based on the Attached clarification letter*

Failure to use this form will result in automatic disqualification.

West Virginia Elevator, LLC.

P.O. Box 57
Amma, WV 25005



West Virginia Elevator

June 19, 2016

State of West Virginia
Purchasing division
2019 Washington St. East
Charleston, WV 25305

Reference: *Solicitation CRFQ 0608 1600000028 Bid Clarifications*

To whom it may concern,

West Virginia Elevator takes clarification to the existing freight elevator being out of service. We will provide two (2) hours of free troubleshooting under our current bid. If in the event the elevator requires more than two (2) hours or any parts it will be considered an extra to our bid.

Sincerely,

Dustin Bozek



West Virginia Elevator, LLC.
P.O. Box 57
Amma, WV 25005
Email: sales@wvelevator.com
Phone: (304) 550-9285
Fax: (304) 381-4444
Website: www.wvelevator.com



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

**STATE OF WEST VIRGINIA,
COUNTY OF Monongalia, TO-WIT:**

I, Dustin Bozek, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Dustin Bozek

Signature: [Handwritten Signature]

Title: Manager

Company Name: West Virginia Elevator, LLC.

Date: 6/21/16

Taken, subscribed and sworn to before me this 21st day of June, 2016.

By Commission expires 07/24/2023



[Handwritten Signature]
(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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, West Virginia Elevator, LLC
of Amma, WV, as Principal, and The Cincinnati Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
CRFQ 0608 COR160000028 - Elevator Maintenance and Repairs - According to Plans & Specifications

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 23rd day of June, 2016.

Principal Seal

West Virginia Elevator, LLC
(Name of Principal)

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

Manager
(Title)

Surety Seal

The Cincinnati Insurance Company
(Name of Surety)

By: [Signature]
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Allan L. McVey; Gregory T. Gordon; Patricia A. Moye and/or Kimberly Wilkinson

of Charleston, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stacy A. Decker

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 23rd day of June 2016



Scott R. Bober

Assistant Secretary

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: West Virginia Elevator, LLC

Authorized Signature: _____ Date: 6/21/2014

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 21st day of June, 2014

My Commission expires 07/24/2023, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC Angela Martin

Purchasing Affidavit (Revised 08/01/2015)