



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

State of West Virginia
 Centralized Request for Quote
 Construction

08/31/21 08:20:08
 WV Purchasing Division

Proc Folder: 889317			Reason for Modification: Addendum No. 2
Doc Description: Addendum No. 2 GSD Elevator Maintenance - Open-End			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-12	2021-08-31 13:30	CRFQ 0211 GSD2200000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: West Virginia Elevator
Address: 4789 Chimney Drive
Street: Chimney Drive
City: Charleston
State: WV **Country:** USA **Zip:** 25302

Principal Contact: Dustin Borch
Vendor Contact Phone: 304 550 9885 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  **FEIN#** 84-3785881 **DATE** 8/31/21

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

ADDITIONAL INFORMATION

Addendum No. 2

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance. This includes all elevators in buildings that are owned and operated by the West Virginia Department of Administration, per the documentation and Terms and Conditions as attached hereto.

MANDATORY Pre-Bid Meeting to be held on July 29, 2021 at 10:00 am at 112 California Ave, Building 4, 1st Floor Conference Room, Charleston, WV 25305

TECHNICAL Questions due on August 3, 2021 at 10:00 AM.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Maintenance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description:

Elevator Maintenance Contract - Bid MUST be submitted on Exhibit C - Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting to be held on July 29, 2021 at 10:00 AM	2021-07-29
2	Technical Questions due August 3, 2021 at 10:00 AM	2021-08-03

	Document Phase	Document Description	Page 3
GSD2200000004	Final	Addendum No. 2 GSD Elevator Maintenance - Open-End	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000004

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 checked="" 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 Flavors
Company

[Signature]
Authorized Signature

8/31/21
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 3Phase Excel Elevator, LLC dba West Virginia Elevator of Charleston, West Virginia, as Principal, and Argonaut Insurance Company of Houston, Texas, a corporation organized and existing under the laws of the State of Illinois with its principal office in the City of Houston, TX, 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 Elevator Maintenance at the General Services Division

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 Obliges 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 31st day of August, 2021.

Principal Seal

3Phase Excel Elevator, LLC dba West Virginia Elevator

(Name of Principal)

By 

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

Manager
(Title)

Surety Seal

Argonaut Insurance Company
(Name of Surety)


Lindsey Holby, 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.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Angela M. Eckhart, Christina M. Haggerty, Lindsey Holby, David B. Brubaker, Joshua Lecker

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 31st day of August, 2021.



James Bluzard, Vice President-Surety

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 Borzek - Manager
(Name, Title)
Dustin Borzek - Manager
(Printed Name and Title)
4781 Chimney Dr., Charleston, WV 25304
(Address)
304 881-1383
(Phone Number) / (Fax Number)
wvelevator@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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

West Virginia Elevator
(Company)

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

Dustin Borzek, Manager
(Printed Name and Title of Authorized Representative)

8/31/21
(Date)

304-881-1383
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
GSD2200000004 Elevator Maintenance
Exhibit C - Pricing Pages

Preventative Maintenance:

<u>Capitol Complex, Building 1</u>	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Yearly Charge</u>
Elevator #1, East Wing	\$325.00	12	\$3,900.00
Elevator #2, East Wing	\$325.00	12	\$3,900.00
Elevator #3, MB, AG Office	\$325.00	12	\$3,900.00
Elevator #4, MB	\$155.00	12	\$1,860.00
Elevaror #5, MB, House Side	\$325.00	12	\$3,900.00
Elevator #6, MB, Senate side	\$325.00	12	\$3,900.00
Elevator #7, MB, Gov. Office	\$325.00	12	\$3,900.00
Elevator #8, West Wing	\$325.00	12	\$3,900.00
Elevator #9, West Wing	\$325.00	12	\$3,900.00
W/C Lift, West Wing	\$85.00	12	\$1,020.00
W/C Lift, East Wing	\$85.00	12	\$1,020.00
Capitol Complex, Building 3			
Elevator #1	\$300.00	12	\$3,600.00
Elevator #2	\$300.00	12	\$3,600.00
Elevator #3	\$300.00	12	\$3,600.00
Elevator #4	\$300.00	12	\$3,600.00
Elevator #5 Frt.	\$150.00	12	\$1,800.00
Capitol Complex, Building 4			
Elevator #1, Left	\$325.00	12	\$3,900.00
Elevator #2, Right	\$325.00	12	\$3,900.00
W/C Lift,	\$85.00	12	\$1,020.00
Capitol Complex, Building 5			
Elevator #1	\$300.00	12	\$3,600.00
Elevator #2	\$300.00	12	\$3,600.00
Elevator #3	\$300.00	12	\$3,600.00
Elevator #4	\$300.00	12	\$3,600.00
Elevator #5, Executive	\$300.00	12	\$3,600.00
Elevator #6, Frt	\$300.00	12	\$3,600.00
Capitol Complex, Building 6			
Elevator #1	\$300.00	12	\$3,600.00
Elevator #2	\$300.00	12	\$3,600.00
Elevator #3	\$300.00	12	\$3,600.00
Elevator #4	\$300.00	12	\$3,600.00
Elevator #5	\$300.00	12	\$3,600.00
Capitol Complex, Building 7			
Elevator #1	\$0.01	12	\$0.12
Elevator #2, Frt	\$155.00	12	\$1,860.00
Capitol Complex, Building 8			
Elevator #1, Governors Mansion	\$155.00	12	\$1,860.00

REQUEST FOR QUOTATION
GSD2200000004 Elevator Maintenance
Exhibit C - Pricing Pages

	<u>Monthly Charge</u>	<u>Quantity</u>	Yearly Charge
Capitol Complex, Building 13			
Elevator #1, Parking Garage	\$145.00	12	\$1,740.00
Elevator #2, Parking Garage	\$145.00	12	\$1,740.00
Capitol Complex, Building 15			
Elevator #1, 2019 Wash. St E.	\$145.00	12	\$1,740.00
Capitol Complex, Building 17			
Elevator #1, 2101 Wash. St E.	\$145.00	12	\$1,740.00
Building 20, Leon Sullivan Way			
Elevator #1	\$0.01	12	\$0.12
Elevator #2	\$0.01	12	\$0.16
Building 22, Lee and Dickinson			
Elevator #1, Tax & Revenue	\$325.00	12	\$3,900.00
Elevator #2, Tax & Revenue	\$325.00	12	\$3,900.00
Elevator #3, Tax & Revenue	\$325.00	12	\$3,900.00
Building 36, One Davis Square			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$145.00	12	\$1,740.00
Elevator #3	\$145.00	12	\$1,740.00
Elevator #4	\$325.00	12	\$3,900.00
Building 37, DEP Kanawha City			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$145.00	12	\$1,740.00
Elevator #3	\$145.00	12	\$1,740.00
Elevator #4	\$145.00	12	\$1,740.00
Building 23, Beckley, WV			
Elevator #1	\$325.00	12	\$3,900.00
Elevator #2	\$145.00	12	\$1,740.00
Building 25, Parkersburg, WV			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$325.00	12	\$3,900.00
Building 32, Huntington, WV			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$145.00	12	\$1,740.00
Building 34, Weirton, WV			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$145.00	12	\$1,740.00
Bldg. 54, Fairmont, WV			
Elevator #1	\$325.00	12	\$3,900.00
Elevator #2	\$325.00	12	\$3,900.00
Bldg. 55, Logan, WV			
Elevator #1	\$325.00	12	\$3,900.00
Elevator #2	\$325.00	12	\$3,900.00

REQUEST FOR QUOTATION
GSD2200000004 Elevator Maintenance
Exhibit C - Pricing Pages

	<u>Monthly Charge</u>	<u>Quantity</u>	Yearly Charge
Bldg. 86, Smith Street, Chas			
Elevator #1	\$145.00	12	\$1,740.00
Elevator #2	\$145.00	12	\$1,740.00
Bldg. 74, South Charleston			
Elevator #1	\$145.00	12	\$1,740.00
Bldg. 84, Greenbrier St., Chas			
Elevator #1	\$145.00	12	\$1,740.00
Bldg. 88, Players Club Dr., Chas			
Elevator #1	\$145.00	12	\$1,740.00
Bldg. 53, Clarksburg			
Elevator #1	\$300.00	12	\$3,600.00
Elevator #2	\$300.00	12	\$3,600.00
Elevator #3	\$300.00	12	\$3,600.00
Total Yearly Charge			\$191,520.40

* Total Yearly Charge is the sum of the Yearly Charge for all Buildings.

Corrective Maintenance:

Hourly Labor Rate	X Estimated Hours	=	Total Labor Cost
120.82	200	=	\$24,164.00
Estimated Parts Cost	X Multiplier	=	Total Parts Cost
\$10,000.00	<u>1</u>		\$10,000.00
Total Cost*	<u>\$225,684.40</u>		

*Total Cost is calculated by Adding the Total Yearly Cost, Total Labor Cost and the Total Parts Cost.



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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (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 of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)



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

I, CHRIS BRADLEY, after being first duly sworn, depose and state as follows:

- 1. I am an employee of WV ELEVATOR; and,
(Company Name)
- 2. I do hereby attest that WV ELEVATOR
(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: CHRISTOPHER T BRADLEY
 Signature: [Handwritten Signature]
 Title: MEMBER
 Company Name: WV ELEVATOR
 Date: 8-31-21

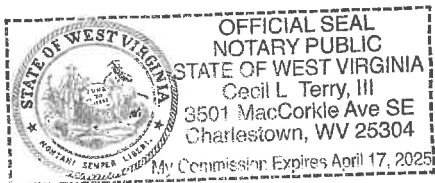
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Taken, subscribed and sworn to before me this 31 day of AUG, 2021.

By Commission expires 4/17/2025

(Seal)



[Handwritten Signature]
 (Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WV ELEVATOR

Authorized Signature: [Signature] Date: 8-31-21

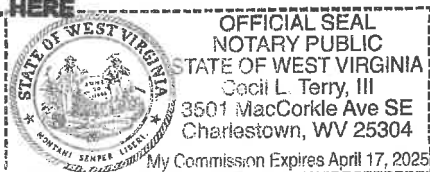
State of WV

County of KANAWHA to-wit:

Taken, subscribed, and sworn to before me this 31 day of AUG, 2021

My Commission expires 4/17, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]