

NOTICE

Please note that this bid from OTIS ELEVATOR CO for the solicitation GSD2200000004 was received at the Purchasing Division office prior to the established bid-opening date and time on August 31, 2021, but did not load properly at the public bid opening. This response has since been loaded and is now posted.



Guy Nisbet

Assistant Purchasing Director



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

Header 1

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)
Procurement Folder: 889317

Procurement Type: Central Master Agreement

Vendor ID: 000000105414

Legal Name: OTIS ELEVATOR COMPANY

Alias/DBA:
Total Bid: \$0.00

Response Date: 08/31/2021

Response Time: 11:50

Responded By User ID: lvittor

First Name: Lauren

Last Name: Vittorio

Email: Lauren.Vittorio@otis.com

Phone: 864-533-0261

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2200000004

Published Date: 8/12/21

Close Date: 8/31/21

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 2 GSD Elevator Maintenance - Open-End

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 889317
Solicitation Description: Addendum No. 2 GSD Elevator Maintenance - Open-End
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-08-31 13:30	SR 0211 ESR08312100000001482	1

VENDOR
000000105414
OTIS ELEVATOR COMPANY

Solicitation Number: CRFQ 0211 GSD2200000004
Total Bid: 0
Response Date: 2021-08-31
Response Time: 11:50:23
Comments:

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Elevator Maintenance	0.00000	EA	814268.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Commodity Line Comments:

Extended Description:

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



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 889317			Reason for Modification:
Doc Description: GSD Elevator Maintenance - Open-End			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-10 13:30	CRFQ 0211 GSD2200000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Otis Elevator
Address : 4768 Chimney Drive
Street :
City : Charleston
State : WV **Country :** **Zip :** 25302
Principal Contact : Lauren Vittorio
Vendor Contact Phone: 864-533-0261 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

**Vendor
Signature X**

FEIN#

135583389

DATE

8/31/2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of 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

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

SHIP TO

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

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Draft	GSD Elevator Maintenance - Open-End	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

112 California Avenue
Building 4, First Floor Conference Room
Charleston, WV 25305

Thursday July 29, 2021 at 10:00 AM

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 3, 2021 at 10:00 AM

Submit Questions to: Jessica Hovanec

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.L.Hovanec@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: GSD Elevator Maintenance

BUYER: Jessica Hovanec

SOLICITATION NO.: CRFQ 0211 GSD2200000004

BID OPENING DATE: August 10, 2021

BID OPENING TIME: 1:30pm

FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 10, 2021 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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code §

5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in

accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national

or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ Award _____ and the initial contract term extends until _____ one-year from award _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Contractors License

☒ WV Electricians License

☒ NEIEP Certificate

☒ **PERFORMANCE & LABOR/MATERIAL BOND:** The apparent successful Vendor shall provide a Blanket Performance Bond & Blanket Labor/Material Bond in the equal to the total bid amount.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV002662

Classification:

SPECIALTY

OTIS ELEVATOR COMPANY
DBA OTIS ELEVATOR COMPANY
8 FARM SPRINGS ROAD
FARMINGTON, CT 06032

Date Issued

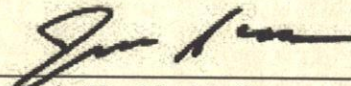
Expiration Date

OCTOBER 13, 2020

OCTOBER 13, 2021

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

Authorized Company Signature


Chair, 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

PARTIES: OTIS ELEVATOR COMPANY (“Vendor”) And STATE OF WEST VIRGINIA (“Customer” or “you”)	CONTRACT NO.: TBD (“Contract”) EQUIPMENT LOCATION (Address): Multiple locations DATE: 29 th July 2021
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Thank you for allowing Vendor the opportunity to do business with you. Vendor’s agreement to provide labor, services, and materials (collectively “Work”) is conditioned by the following terms in this document (hereinafter called “Acknowledgment”), which are incorporated herein by reference and made a part of the contract between Vendor and Customer (collectively, the Acknowledgment and any other contract document between Vendor and Customer for the Work is hereinafter referred to as the “Contract”). In the event of a conflict between the Acknowledgment and another document, the Acknowledgment controls. References to specific sections below are for convenience and are not meant to limit the applicability of the modifications to those sections to the extent such modifications apply to other sections. References to specific sections below are for convenience and are not meant to limit the applicability of the modifications to those sections to the extent such modifications apply to other sections.

STATE OF WEST VIRGINIA CENTRALIZED REQUEST FOR QUOTE CONSTRUCTION

Instruction to Vendors Submitting Bids – Article 14; AND General Terms and Conditions – Article 13, Article 14, Article 15; AND Request for Quotation – Specifications – Article 8.1, Article 11; AND Request for Quotation – Exhibit C – Pricing Pages:

Customer shall make payments on or before the last day of the month prior to the applicable billing period, starting on the commencement date of the Contract.

At Vendor’s discretion, the Contract price shall be adjusted upwardly by the percentage increase to reflect increases in material and labor costs shown by the index of “Producer Commodity Prices for Metals and Metal Products” published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase in the straight time hourly labor cost. Additionally, at Vendor’s discretion, the price may be adjusted as a result of increases in connection with environmental requirements, or changes to government laws or regulations including local, state, or federal taxes or tariffs.

Instruction to Vendors Submitting Bids – Article 16:

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

General Terms and Conditions – Article 7; AND Bid Bond Preparation Instructions; AND Bid Bond:

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

General Terms and Conditions – Article 8, Article 9:

Vendor will supply an insurance certificate evidencing the insurance carried by Vendor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Vendor under the Contract and for the Work. Vendor does not provide copies of its insurance policies, certified or otherwise, does not waive subrogation and does not add others as additional insured. All limits and values related to coverage if

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

any is provided to Customer shall be actual values without qualifying language such as “at least”, “not less than”, “no less than”, “minimum” or the like. Coverage, if any, will be on an occurrence basis and in accordance with the coverage limits outlined in the Contract. Renewal certificates will be provided during the term of the Contract. In lieu of naming parties as an additional insured, such parties shall be named on a separate Owner’s and Vendor’s Protective Liability Policy (OCP) with limits of \$2,000,000. Customer shall maintain “All Risk” insurance upon the full value of our Work and material delivered to the job site, at no cost to Vendor.

Vendor shall not be required to comply with requirements from third party compliance vendors nor shall Vendor be responsible for any costs associated with same.

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

General Terms and Conditions – Article 11; AND Request for Quotation – Specifications – Article 3.6.5, Article 3.7.4:

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

General Terms and Conditions – Article 18:

In th event County fails to appropriate adequate funding for any fiscal year, the Elevator Maintenance Contract Number _____ dated _____ will be deemed suspended from maintenance service for that year. County will provide Otis with ninety (90) days prior written notice of such suspension.

It is understood and agreed that suspension of the Maintenance Contract is only a suspension of services and not a termination under the terms of the Maintenance Contract. When County is able to appropriate adequate funding, the maintenance agreement will be reinstated and County will be billed accordingly.

General Terms and Conditions – Article 19; AND Request for Quotation – Specifications – Article 12.2:

Vendor does not agree to any termination for convenience by Customer. The Customer may, however, by written notice to Vendor, terminate this Contract if Vendor fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

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

General Terms and Conditions – Article 22; AND Request for Quotation – Specifications – Article 3.1.1, Article 5.5:

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

Customer agrees to provide Vendor with unrestricted ready and safe access to all areas of the building in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials.

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

If Customer is aware of an elevator or escalator malfunctioning or in a dangerous condition, Customer agrees to immediately notify Vendor using the 24 hour OTISLINE service. Until such condition is corrected, Customer agrees to keep the elevator or escalator removed from operation and take all reasonable steps to prevent unauthorized access or use. Further, Customer shall be responsible for posting warnings in connection with such units.

In the interest of safety, Customer will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Vendor during the term of the Contract. To the extent that Customer intends to have others furnish labor, services, or materials that are outside the scope of Work that Vendor is providing to Customer pursuant to the Contract, prior to any such out of scope work by others Customer shall give Vendor reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Vendor's opinion, unsafe (hereinafter, an "Unsafe Condition") then Customer agrees that Vendor is excused, without default or penalty against Vendor, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Vendor.

General Terms and Conditions – Article 23:

Vendor will not be bound by arbitration, but will always consider alternative dispute forms.

General Terms and Conditions – Article 28; AND Request for Quotation – Specifications – Article 3.3.8, Article 3.5.4.5:

Vendor warranty is limited to the repair or replacement, at Vendor's discretion, of defective materials and the correction of defective workmanship furnished by Vendor within a reasonable time for defects that are reported to Vendor during the term of this Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Vendor's Reasonable Control. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms and Conditions – Article30:

If any documentation is specified in this Contract to be proprietary to the Customer and confidential, such documentation shall be clearly marked as confidential. Otis agrees to keep such documents confidential by using the same degree of protection afforded to Otis' confidential documents of a similar nature.

General Terms and Conditions – Article 35 (2nd Para), Article 36:

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

In all other instances, Customer shall defend, indemnify, and hold Vendor harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the elevator or escalator equipment, or Customer's obligations under or material breach of this Contract.

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

General Terms and Conditions – Article 39; AND Request for Quotation – Specifications – Article 6.4:

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

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

General Terms and Conditions – Article 40:

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

General Terms and Conditions – Article 41, Article 42:

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

Additional Terms and Conditions (Construction Contracts Only) – Article 6; AND Request for Quotation – Specifications – Article 3.6.6:

Otis will not be agreeing to any sort of penalties.

Request for Quotation – Specifications – Article 1:

It is understood and agreed the Vendor's proposal is made part of this agreement.

Request for Quotation – Specifications – Article 3.1.3:

All schedules, start dates, completion dates, durations and schedule revisions shall be agreed to in writing by both parties before becoming effective.

Request for Quotation – Specifications – Article 3.7.3:

No backcharge or claim of the Customer related to an alleged failure by Otis to meet any requirement of this contract shall be valid unless, prior to the incurring of any costs related to such a backcharge or claim, the Customer notifies Otis in writing of such alleged failure and then allows Otis a reasonable time to correct any failure it has verified.

Request for Quotation – Specifications – Article 13 (New Article):

Vendor shall not be liable for any damage, loss, cost, or expense as a result of any reason beyond Vendor's control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively, "Causes Beyond Vendor's Reasonable Control"). Vendor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Vendor's Reasonable Control.

Request for Quotation – Exhibit A – Article 14:

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

Vendor is not required to:

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Vendor is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Vendor;
- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Vendor does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

ASBESTOS

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

WC IMMUNITY

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

INSPECTIONS

The final inspection of the elevator installation must be scheduled by the owner or owner's representative with an independent Qualified Elevator Inspector (QEI) when it is determined that the elevator is complete and ready for inspection. Independent Contractor includes the cost for the State required elevator installation permit but not for the inspector. Independent Contractor will not be responsible for any delays in securing the inspection. The inspection must be set for a mutually agreeable date and time. Independent Contractor has included provisions to be present at one final inspection per elevator only. Should multiple inspections be required due to the deficiencies of others, there will be a re inspection fee of \$800 per unit per inspection (this does not cover the QEI).

OVERTIME DEFINED

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

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

TOOLS

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

SOFTWARE

Vendor shall provide its maintenance personnel with the appropriate (as determined by Vendor in its sole discretion) tools to enable Vendor to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Vendor and nothing in this Contract shall be construed to obligate Vendor to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Vendor Peripherals") which Vendor may use or install to deliver service under this Contract remains Vendor's property, solely for the use of Vendor's employees. Vendor Peripherals are not considered as part of the elevator or escalator. Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by the Vendor solely for Customer's exclusive use only (and no other Customer of the Vendor) and Customer was expressly contemplated to be the exclusive owner of such information under a separate written agreement. If this Contract or subsequent maintenance service is terminated for any reason, Vendor shall be given access to the premises to remove the Vendor Peripherals at Vendor's expense. Vendor shall only be required to follow its own cyber security policies and procedures.

ASSIGNMENT

Otis accepts the Customer's right to assign this Contract, but only with Otis' written approval, which will not be unreasonably withheld.

PARTIAL INVALIDITY

The invalidity of one or more of the phrases, sentences, clauses, or paragraphs contained in this Contract shall not affect the validity of the remaining portions.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 07/01/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

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

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

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

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

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

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

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

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

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

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

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

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

[illegible]

Attach additional pages if necessary

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

Lauren Vittorio, New Business Development

(Name, Title)

Lauren Vittorio, New Business Development

(Printed Name and Title)

1415 20th ST NE Roanoke, VA 24012

(Address)

864-533-0261

(Phone Number) / (Fax Number)

lauren.vittorio@otis.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.

Otis Elevator Company

(Company)



(Michael Avery, General Manager)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

08/31/2021

(Date)

804-807-0778)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Elevator Maintenance, for elevators in buildings owned and operated by the West Virginia Department of Administration as listed in Exhibit B. All services shall ensure that the equipment is kept operating in accordance with manufacturer's specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Standard Safety Code for Elevators.

The list of elevators provided in Exhibit B is indicative of current elevators in buildings owned and operated by the Department of Administration. The contract that will be established from this solicitation will include any additional, or upgraded, elevators that may be installed during the life of this contract. A change order will be required to address any changes to the existing contract. Due to Elevator Modernization Project that is being performed concurrent with this project, there will be various elevators will be "out-of-service" for periods of this contract and will need to be adjusted accordingly.

In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Elevator Maintenance" means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.

2.2 "Preventive Maintenance" means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.

2.3 "Corrective Maintenance" includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator system and testing to ensure that equipment is in proper working order after the repair.

2.4 "Pricing Pages" means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

- 2.5 “RFQ”** means the official RFQ published by the Purchasing Division and identified as GSD2000000001.
- 2.6 “Call-back Service”** shall be defined as maintenance service preformed between the hours of 5:01pm EST and 6:59am EST Monday through Friday, and all day on Saturday and Sunday, on an as-requested basis to correct a malfunction or failure in an elevator.
- 2.7 “Holidays”** shall mean days designated by WV Code §2-2-1 as legal holidays (i.e., New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Days, Thanksgiving Day, Christmas Day).
- 2.8 “Full-Service Maintenance”** shall mean routine inspections, replacement of parts, components, and material on elevator components or 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 manufacturers’ 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.
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.

3.1 Full-Service Maintenance

- 3.1.1** Full-Service Maintenance shall include all supervision, labor, materials, equipment, and tools necessary to keep all equipment operating in accordance with the manufacturers’ specifications, federal, state, and local regulations including the Americans with Disabilities Act and the American National Safety Code for Elevators. Full-Service Maintenance shall be covered under the flat monthly rate as agreed upon herein.
- 3.1.2** Vendor shall provide full-time mechanic personnel for dedicated Full-Service Maintenance under this contract for all units located within the Charleston, WV metro area. Working hours covered by said personnel shall be between 7:00am EST and 5:00pm EST, Monday through Friday except State recognized holidays. During these established work hours, if meeting the Full-Service Maintenance requirements necessitates more

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

than one technician being on-site, as determined by the Division of Labor regulation on weight limitation or other such regulation which would require more than one person to perform the operation, the Vendor shall bear the responsibility of any additional man hours or costs.

- 3.1.3 For buildings outside the Charleston metro area (Buildings 23, 25, 32, 34, 53, 54, and 55) the Vendor shall follow the monthly maintenance schedule provided to the Agency Building Maintenance and Operations Manager.
- 3.1.4 Five (5) business days after award of the Contract, Vendor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleanings, routine maintenance, safety checks, and other Full-Service Maintenance.
- 3.1.5 Vendor shall continuously analyze equipment performance, including riding quality, equipment condition, 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.

3.2 Call-Back Service

- 3.2.1 Vendor shall provide Call-Back Service for **all locations** listed in Exhibit B. Call-Back Service shall be covered under the flat monthly rate as agreed upon herein.
- 3.2.2 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.
- 3.2.3 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 Vendor shall be on 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 Vendor does not arrive on-site in the designated time and has not received written approval for the Agency, the Vendor must pay liquidated damages in the sum of \$75 per hour of delay.

**REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance**

- 3.2.4** 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 Vendor, upon approval of the Agency, in the form of a written release order will be entitled to invoice for the remedial corrections outside of the initial service call. No additional work will be paid for by the Agency without issuance of a written release order from an Agency representative.

3.3 Elevator Maintenance (Preventive and Corrective)

- 3.3.1** Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.
- 3.3.2** Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.
- 3.3.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.3.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.3.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.3.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.3.7** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.3.8** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

3.4 Preventive Maintenance:

- 3.4.1** Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.4.2** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.
- 3.4.3** Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 business days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.5 Corrective Maintenance:

- 3.5.1** Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.5.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four-hour response time with written permission from the Agency.
- 3.5.3** Corrective Maintenance must be performed between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
 - 3.5.3.1** Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by GSD Business Unit and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

3.5.4 Parts:

3.5.4.1 Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.

3.5.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the elevator systems utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

3.5.4.3 Third Party Repairs: Third-party service required to repair parts or components (e.g., motor rewinding, etc.) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

3.5.4.4 Disposal: Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

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

3.6 Safety Checks and Tests

3.6.1 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 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, in accordance with the West Virginia Department of Labor guidelines and approved inspection services.

The Contractor shall be held responsible for damage to the elevator or building if inspection and testing is not conducted in accordance with the West Virginia Department of Labor guidelines and approved

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

inspection services.

- 3.6.2** All *5-year* Full load safety tests, all annual no-load safety tests, and all I hydraulic relief tests shall be arranged and performed by the Contractor. Contractor shall file the proper tags and forms with the Division of Labor.
- 3.6.3** 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.
- 3.6.4** Contractor shall have 30 days to complete corrections or obtain a waiver from the Division of Labor.
- 3.6.5** 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.
- 3.6.6** The Contractor shall maintain a minimum of 80% passing rate during annual inspection of owner's inventory, Exhibit B. Failure to meet the 80% service goal will result in a \$100 penalty for each percent from goal. Liquidated damages still apply under section §5A-3-4(8) for failure to return a non-passing car to full service within the 30-day time limit as measured from date of inspection.
- 3.6.7** 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.
- 3.6.8** Monthly, the Contractor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.
- 3.6.9** 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

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance

machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

3.7 Removal from Service

- 3.7.1** 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.
- 3.7.2** 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 seven (7) days for renovations, etc., the Contractor shall reduce the monthly charge by one-thirtieth (1/30) for each day the elevator is out of service.
- 3.7.3** 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.
- 3.7.4** The amount of liquidated damages assessed against the Contractor will be deducted from monthly payments.

4. FACILITIES ACCESS: The facilities identified in this contract may require access cards and/or keys to gain entrance.

- 4.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 4.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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4.5 Vendor shall inform all staff of Agency's security protocol and procedures.

5. QUALIFICATIONS:

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

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

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

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

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.4.3 WV Contractor's License

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

6. REPORTS: Vendor shall provide all the reports as outlined below.

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6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of elevator equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.

6.2 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.3 Monthly Failure Log: Vendor shall maintain a log of all elevator failures during this Contract. The log must include the cause of the failure, the resolution to correct the failure, the name of the individual performing the work, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the work, and the date and time of the work. Vendor shall submit a copy of this log to the Agency on a monthly basis.

6.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

7. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.

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8. CONTRACT AWARD: This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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

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

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

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

Total Cost	<u>\$ 24,400</u>
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9. ORDERING

9.1 Preventive Maintenance Ordering: After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.

9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.

10. CONTRACT VALUE LIMIT

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

11. BILLING / PAYMENT:

11.1 Preventive Maintenance: All labor and parts associated with the Preventative Maintenance activities must be included in the monthly charge. Vendor may submit monthly invoices to obtain payment for Preventive Maintenance.

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11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

11.2.2 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier

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

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

11.3. Invoices shall be submitted for payment (in arrears) and must include the following information:

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11.3.1. Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract Number.

11.3.2. Invoices shall be mailed to the following address:

General Services Division
Attn: Business Manager
Building 4, Fifth Floor
112 California Avenue
Charleston, WV 25305

11.3.3. Or, emailed to GSDInvoices@wv.gov

12. DEFAULT:

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

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

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

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

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract.

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

12.2.3 Any other remedies available in law or equity.

12.3 Agency reserves the right to inspect the Elevator Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

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EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, but are not limited to:
- i. Check machine room doors are all self-closing and self-locking.
 - ii. Ensure all lights and AC are working in the elevator room.
 - iii. Ensure all shunt trip breaker lights are working.
 - iv. Service & Testing logs are present and up to date, including fire alarms, smoke detectors, emergency power.
 - v. Check phone and intercom for proper operation.

2. Testing

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

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3. Entrapment

- a. Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.
- 4. System Restart:** Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.
- 5. Machine Rooms:** Controllers, Hoist Motors, Generators, shall be kept clean of dirt, dust, and oil. Seals shall be changed as needed to prevent leakage. 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. Vendor 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.
- 6. 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.
- 7. Hydraulic Elevators:** 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.
- 8. Car Speeds:** At all times, the Vendor 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.
- 9. Door Speeds:** All door opening and closing speeds are thrust shall be maintained.

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- 10. 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. Vendor shall properly note the date on the chart in the elevator machine room.
- 11. Suspension, Comp Ropes, and Governor Lines:** All suspension ropes, compensating ropes, and governor lines shall be examined and equalized and be changed per code. Replacement ropes shall meet all code requirements and shall be equal or better than the original ropes in design, material, construction, and strength as specified by the elevator manufacturer.
- 12.** Vendor 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:
- a. Hoisting machines and machine brakes.
 - b. Motor generators or solid-state motor drives, and starters.
 - c. Transformers, and filters.
 - d. Control, selector, dispatch, signal, and relay panels.
 - e. Hoisting motors, selector motors and drives.
 - f. Tension frames, and magnet frames.
 - g. Worms, gears, bearings, thrusts, and rotating elements.
 - h. Brakes, coils linings, shoes, and pins.
 - i. Brushes, commutators, windings, and coils.
 - j. Contacts, relays, resistors, and transistors.
 - k. Solid-state panels, boards, and control devices.
 - l. Computers, PLC's, and video monitors.
 - m. PLC's software and hardware.
 - n. Hydraulic power units, pumps, and valves.
 - o. Operating valves, manual and automatic.
 - p. Pistons and their packing.
 - q. Mufflers and silencers.
 - r. Pipe and pipe fittings located above ground.
 - s. Control wiring, electric wiring, and fuses.
 - t. Hydraulic fluid.
 - u. Hydraulic fluid reservoirs, and heater for oil reservoirs.
 - v. Guide shoes and rollers.
 - w. Control cables, wire ropes and cables.
 - x. Hoisting and governor cables and their fastenings.

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- y. Drive, governor, deflector and compensating sheaves and their contacts.
 - z. Car and counterweight safeties.
 - aa. Overspeed governors.
 - bb. Buffers and their contacts.
 - cc. Limit, landing, leveling and slow-down switches, and emergency lowering devices.
 - dd. Anti-creep devices.
 - ee. Operating buttons and switches, including key type.
 - ff. Hatch door interlocks and gate and door contacts.
 - gg. Door and gate operating equipment, and grates.
 - hh. Door protective devices.
 - ii. Load weighting and dispatching devices.
 - jj. Compensating cables or chains.
 - kk. Position and speed encoders.
 - ll. Indicator lamps and indicator LED's.
 - mm. Car station telephones.
 - nn. Batteries for all equipment.
 - oo. Remote monitoring devices.
 - pp. Cylinders and casing.
 - qq. Hoistway gates, doors, frames, and sills.
 - rr. Hoistway enclosures.
 - ss. Emergency car lights.
 - tt. Car enclosures including wall panels, ceiling diffusers, door gates, ventilation equipment, handrails, and mirrors.
 - uu. Cover plates for signals, signal bells and signal systems.
 - vv. Music systems, car heaters and or air conditioners.
 - ww. Communication systems (intercoms), telephone cables.
 - xx. Smoke and heat sensors.
 - yy. Main line power switches, breakers, and feeders to elevator control equipment.
13. Appearance features of elevator operations shall be covered to the same extent as any other mechanical features of the elevators. Vendor 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). Vendor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency. Vendor shall take any action necessary to correct these deficiencies within two (2) business days and will report to the Agency when the items have been corrected.

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Agency shall assess liquidated damages of \$50 per calendar day, each day beyond the allotted two (2) business days given to the Vendor to correct user-friendly deficiencies.

14. Excluded shall be:

- a. Carpets and applied floor coverings.
- b. Underground piping for hydraulic elevators and any enhancements to existing equipment, or new installations not required to keep the car in operation.
- c. Buried cylinders and casings.
- d. Maintenance or adjustments required due to vandalism, obsolescence of equipment, or misuse would be considered work under corrective maintenance and must be approved by the Agency. Any unauthorized work will be denied payment.

15. For purpose of clarification, any item not specifically excluded above shall be considered the Vendor's responsibility under the scope of the Full-Service Maintenance.

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EXHIBIT B – AGENCY FACILITIES AND UNITS

Elevators listed with * will be part of an elevator modernization project and will be out of service for periods of time during this contract. Elevators listed with ** are currently being modernized and will not be a portion of this contract until after the warranty period for the new cars.

1. Facility Location: Capitol Complex, Building 1

- Eleven (11) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1, E Wing	98966	2500	Murphy	Traction	5
* Elev. #2, W. Wing	BE 8350	2500	Dover	Traction	5
Elev. #3, AG Office	200450	1800	Otis	Traction	3
* Elev. #4, MB	ET 9078	2500	Thyssen	Hydraulic	4
* Elev. #5, MB House	200447	2500	Otis	Traction	4
* Elev. #6, MB Senate	200448	2500	Otis	Traction	4
Elev. #7, MB, Gov. Off.	200449	1800	Otis	Traction	3
* Elev. #8, W Wing	107135	2500	Milar	Traction	5
* Elev. #9, E Wing	98967	2500	Murphy	Traction	5
W/C Lift, W Wing	AS16392	750	Porchlift	W/C Lift	2
W/C Lift, E Wing	AS16391	750	Porchlift	W/C Lift	2

2. Facility Location: Capitol Complex, Building 3

- Five (5) units at this facility

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	C-30184	3000	Dover	Traction	9
Elev. # 2	C-30185	3000	Dover	Traction	9
Elev. # 3	C-30186	3000	Dover	Traction	9
Elev. # 4	C-30187	3000	Dover	Traction	9
Elev. # 5, Frt.	22374	8000	Canton	Hydraulic	2

3. Facility Location: Capitol Complex, Building 4

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	B03085	2500	Dover	Traction	8
Elev. #2	B03086	2500	Dover	Traction	8
W/C Lift	6608LA	450	Porchlift	W/C Lift	2

4. Facility Location: Capitol Complex, Building 5

- Six (6) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207110	3500	Otis	Traction	11
* Elev. #2	207110	3500	Otis	Traction	11
* Elev. #3	207110	3500	Otis	Traction	11
* Elev. #4	207110	3500	Otis	Traction	11
* Elev. #5, Exe.	207110	3500	Otis	Traction	11
Elev. #6, Frt.	207110	3500	Otis	Traction	11

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5. Facility Location: Capitol Complex, Building 6

- Five (5) units at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207117	3500	Otis	Traction	9
* Elev. #2	207118	3500	Otis	Traction	9
* Elev. #3	207119	3500	Otis	Traction	9
* Elev. #4	207120	3500	Otis	Traction	9
* Elev. #5	207116	5000	Otis	Traction	10

6. Facility Location: Capitol Complex, Building 7

- Two (2) units at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	207121	2000	Otis	Hydraulic	3
* Elev. #2	207122	10000	Otis	Hydraulic	3

7. Facility Location: Capitol Complex, Building 8

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	01058HIH	750	Inclinor	Priv. Res.	4

8. Facility Location: Capitol Complex, Building 13

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	419793	2500	Otis	Hydraulic	4
Elev. #2	419792	2500	Otis	Hydraulic	4

9. Facility Location: Capitol Complex, Building 15

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EH 5329	2500	Dover	Hydraulic	2

10. Facility Location: Capitol Complex, Building 17

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E-53373	2100	Dover	Hydraulic	3

11. Facility Location: Building 20, 617 Leon Sullivan Way

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	16537	6000	Warner	Traction	6
Elev. # 2	FM03-114558	4000	Thyssen	Roped/Traction	6

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12. Facility Location: Building 22, Lee & Dickinson Street, Charleston, WV 25301

- Three (3) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	BV 78943	2000	Thyssen	Traction	6
Elev. #2	BV 78944	2000	Thyssen	Traction	6
Elev. #3	BV 78945	2000	Thyssen	Traction	6

13. Facility Location: Building 23, 407 Neville Street, Beckley, WV26301

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	7332M	2500	Westinghouse	Traction	4
Elev. #2	EA 3028	3500	Dover	Hydraulic	5

14. Facility Location: Building 25, 5th & Avery Street, Parkersburg, WV 26101

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	EA 7958	2500	Dover	Hydraulic	6
* Elev. #2	16455	6000	Warner	Traction	5

15. Facility Location: Building 32, 2699 Park Avenue, Huntington, WV 25704

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	EP 2511	5000	Thyssen	Hydraulic	2
Elev. #2	EP 2510	3000	Thyssen	Hydraulic	2

16. Facility Location: Building 34, 100 Municipal Plaza, Weirton, WV 26062

- Two (2) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	445758	3500	Otis	Hydraulic	2
Elev. #2	445759	5000	Otis	Hydraulic	2

17. Facility Location: Building 36, 321 Capitol Street, Charleston, WV 25301

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	E-89689	2500	Dover	Hydraulic	5
* Elev. #2	E-89690	2500	Dover	Hydraulic	5
* Elev. #3	E-89691	2000	Dover	Hydraulic	2
* Elev. #4	C 19319	4000	Shepard-Warner	Traction	5

18. Facility Location: Building 37, 610 57th Street, Charleston, WV 25314

- Four (4) units at this facility.

Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	ER 2654	3000	Thyssen	Hydraulic	3
Elev. #2	ER 2655	3000	Thyssen	Hydraulic	3
Elev. #3	ER 2656	3000	Thyssen	Hydraulic	3
Elev. #4	ER 2657	5000	Thyssen	Hydraulic	3

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19. Facility Location: Building 53, 135 W. Main Street, Clarksburg, WV 26301

Three (3) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. # 1	20378199	2500	Kone	Traction	5
Elev. # 2	20378200	2500	Kone	Traction	5
Elev. # 3	20378201	4000	Kone	Traction	5

20. Facility Location: Building 54, 400 Adams Street, Fairmont, WV 26554

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	H4725-2	4500	Schindler	Traction	5
Elev. #2	H4725	3500	Schindler	Traction	5

21. Facility Location: Building 55, 130 Stratton Street, Logan, WV 25601

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	738761	5000	Otis	Traction	5
Elev. #2	760907	2500	Otis	Traction	5

22. Facility Location: Building 74, 318-324 4th Avenue, South Charleston, WV 25305

- One (1) unit at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
Elev. #1	E51770	2100	Dover	Hydraulic	3

23. Facility Location: Building 84, 1409 Greenbrier Street, Charleston, WV 25312

- One (1) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. # 1	E57598	2500	Dover	Hydraulic	3

24. Facility Location: Building 86, 1124 Smith Street, Charleston, WV 25301

- Two (2) units at this facility.

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	8580202	3000	Schindler	Hydraulic	5
* Elev. #2	8580201	3000	Schindler	Hydraulic	5

25. Facility Location: Building 88, 7 Players Club Drive, Charleston, WV 25311

- One (1) unit at this facility

- Location	Serial #	Cap.	Manu/Hoist	Type	Landings
* Elev. #1	413721	2500	Otis	Hydraulic	2

Exhibit B

WV Department of Administration-Owned Elevators

<u>LocationName</u>	<u>SerialNo.</u>	<u>Capacity</u>	<u>Make</u>	<u>Type</u>	<u>Speed</u>	<u>Land</u>	<u>InstallYr</u>	<u>Mod Yr</u>
Capitol Complex, Building 1, Ele #1, East Wing	98966	2,500	Murphy	Elev/Trac	350	5	1996	-----
Capitol Complex, Building 1, Ele #2, East Wing	BE 8350	2,500	Dover	Elev/Trac	350	5	1994	-----
Capitol Complex, Building 1, Ele #3, MB, Attorney General Office	200450	1,800	Otis	Elev/Trac	100	3	1926	1998
Capitol Complex, Building 1, Ele #4, MB	ET 9078	2,500	Thyssen	Elev/Hyd	125	4	2005	-----
Capitol Complex, Building 1, Ele #5, MB, House Side	200447	2,500	Otis	Elev/Trac	500	4	1926	1997
Capitol Complex, Building 1, Ele #6, MB, Senate side	200448	2,500	Otis	Elev/Trac	500	4	1926	1997
Capitol Complex, Building 1, Ele #7, MB, Gov. Office	200449	1,800	Otis	Elev/Trac	100	3	1926	2004
Capitol Complex, Building 1, Ele #8, West Wing	107135	2,500	Millar	Elev/Trac	350	5	1997	-----
Capitol Complex, Building 1, Ele #9, West Wing	98967	2,500	Murphy	Elev/Trac	350	5	1996	-----
Capitol Complex, Building 1, W/C Lift, West Wing	AS16392	750	Porchlift	WC Lift	15	2	1994	-----
Capitol Complex, Building 1, W/C Lift, East Wing	AS16391	750	Porchlift	WC Lift	15	2	1994	-----
Capitol Complex, Building 3, Ele #1	C-30184	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 3, Ele #2	C-30185	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 3, Ele #3	C-30186	3,000	Dover	Elev/Trac	500	9	1979	2005
Capitol Complex, Building 3, Ele #4	C-30187	3,000	Dover	Elev/Trac	500	9	1979	2006
Capitol Complex, Building 4, #1, Left	B03085	2,500	Dover	Elev/Trac	500	8	1953	1991
Capitol Complex, Building 4, #2, Right	B03086	2,500	Dover	Elev/Trac	500	8	1953	1991
Capitol Complex, Building 4, W/C Lift,	6608LA	450	Porchlift	WC Lift	20	2	2001	-----
Capitol Complex, Building 5, Ele #1	207110	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #2	207111	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #3	207112	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #4	207113	3,500	Otis	Elev/Trac	500	11	1968	2002
Capitol Complex, Building 5, Ele #5, Executive	207114	2,500	Otis	Elev/Trac	500	11	1968	2006
Capitol Complex, Building 5, Ele #6, Frt	207115	5,000	Otis	Elev/Trac	350	12	1968	-----
Capitol Complex, Building 6, Ele #1	207117	3,500	Otis	Elev/Trac	500	9	1968	2007
Capitol Complex, Building 6, Ele #2	207118	3,500	Otis	Elev/Trac	500	9	1968	2007
Capitol Complex, Building 6, Ele #3	207119	3,500	Otis	Elev/Trac	500	9	1968	2002
Capitol Complex, Building 6, Ele #4	207120	3,500	Otis	Elev/Trac	500	9	1968	2002
Capitol Complex, Building 6, Ele #5	207116	5,000	Otis	Elev/Trac	350	10	1968	-----
Capitol Complex, Building 7, Ele #1	207121	2,000	Otis	Elev/Hyd	125	3	1968	-----
Capitol Complex, Building 7, Ele #2, Frt	207122	10,000	Otis	Elev/Hyd	100	3	1968	-----
Capitol Complex, Building 8, Ele #1, Governors Mansion	01058HIH	750	Inclinorator	Priv Res	37	4	2004	-----
Capitol Complex, Building 13, Ele #1, Parking Garage	419793	2,500	Otis	Elev/Hyd	125	4	1999	-----
Capitol Complex, Building 13, Ele #2, Parking Garage	419792	2,500	Otis	Elev/Hyd	125	4	1999	-----

Exhibit B
WV Department of Administration-Owned Elevators

<u>LocationName</u>	<u>SerialNo.</u>	<u>Capacity</u>	<u>Make</u>	<u>Type</u>	<u>Speed</u>	<u>Land</u>	<u>InstallYr</u>	<u>Mod Yr</u>
Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	EH 5329	2,500	Dover	Elev/Hyd	100	2	1997	-----
Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	E-53373	2,100	Dover	Elev/Hyd	100	3	1978	-----
Building 20, Ele #1, 617 Leon Sullivan Way, (Old Liquor Whs)	16537	6,000	Warner	Elev/Trac	75	6	1955	-----
Building 20, Ele #2, 617 Leon Sullivan Way, (Old Liquor Whs)	FM03-114558	4,000	Thyssen	Roped/Hyd	150	6	2008	-----
Building 22, Ele #1, Tax & Revenue, Lee & Dickinson St.	BV 7943	2,000	Thyssen	Elev/Trac	250	6	2007	-----
Building 22, Ele #2, Tax & Revenue, Lee & Dickinson St.	BV 7944	2,000	Thyssen	Elev/Trac	250	6	2007	-----
Building 22, Ele #3, Tax & Revenue, Lee & Dickinson St.	BV 7945	2,000	Thyssen	Elev/Trac	200	6	2006	-----
Building 23, Ele #1, 407 Neville St., Beckley	7332M	2,500	Westinghouse	Elev/Trac	200	4	1957?	1974
Building 23, Ele #2, 407 Neville St., Beckley	EA 3028	3,500	Dover	Elev/Hyd	140	5	1988	-----
Building 25, Ele #1, WV St Office, 400 Avery St., Parkersburg	EA 7958	2,500	Dover	Elev/Hyd	100	6	1989	-----
Building 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	16455	6,000	Warner	Elev/Trac	100	5	1955	-----
Building 32, Ele #1, WV St Office, 2699 Park Ave, Huntington	EP 2511	5,000	Thyssen	Elev/Hyd	125	2	2002	-----
Building 32, Ele #2, WV St Office, 2699 Park Ave, Huntington	EP 2510	3,000	Thyssen	Elev/Hyd	110	2	2002	-----
Building 34, Ele #1, WV St Offc, 100 Municipal Plza, Weirton	445758	3,500	Otis	Elev/Hyd	125	2	2005	-----
Building 34, Ele #2, WV St Offc, 100 Municipal Plza, Weirton	445759	5,000	Otis	Elev/Hyd	125	2	2005	-----
Building 36, Ele #1, One Davis Square, 321 Capital St.	E-89689	2,500	Dover	Elev/Hyd	150	5	1986	-----
Building 36, Ele #2, One Davis Square, 321 Capital St.	E-89690	2,500	Dover	Elev/Hyd	150	5	1986	-----
Building 36, Ele #3, One Davis Square, 321 Capital St.	E-89691	2,000	Dover	Elev/Hyd	100	2	1986	-----
Building 36, Ele #4, One Davis Square, 321 Capital St.	C 19319	4,000	Shepard-Warner	Elev/Trac/F	75	5	1957	-----
Building 37, Ele #1, DEP-Kanawha City, 610 57th St.	ER 2654	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
Building 37, Ele #2, DEP-Kanawha City, 610 57th St.	ER 2655	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
Building 37, Ele #3, DEP-Kanawha City, 610 57th St.	ER 2656	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
Building 37, Ele #4, DEP-Kanawha City, 610 57th St.	ER 2657	5,000	Thyssen	Elev/Hyd	150	3	2004	-----
Building 53, Ele #1, 153 W. Main St. Clarksburg, WV	20378199	2500	Kone	Elev/Trac		5	2016	
Building 53, Ele #2, 153 W. Main St. Clarksburg, WV	20378200	2500	Kone	Elev/Trac		5	2016	
Building 53, Ele #3, 153 W. Main St. Clarksburg, WV	20378201	4000	Kone	Elev/Trac		5	2015	
Building 54, Ele #1, WV St Office, 400 Adams St, Fairmont	H4725-2	4,500	Schindler	Elev/Trac		5	2014	

Exhibit B
WV Department of Administration-Owned Elevators

<u>LocationName</u>	<u>SerialNo.</u>	<u>Capacity</u>	<u>Make</u>	<u>Type</u>	<u>Speed</u>	<u>Land</u>	<u>InstallYr</u>	<u>Mod Yr</u>
Building 54, Ele #2, WV St Offic, 400 Adams St. Fairmont	H4725	3,500	Schindler	Elev/Trac		5	2014	
Building 55, Ele #1, WV St Offic, 130 Stratton St, Logan	738761	5,000	Otis	Elev/Trac		5	2013	
Building 55, Ele #1, WV St Offic, 130 Stratton St, Logan	760907	2,500	Otis	Elev/Trac		5	2013	
Building 74, Ele #1 WV St Ofc, 318 4th Ave. So. Charleston	E51770	2,100	Dover	Elev/Hyd		3		
Building 84, Ele#1 WV St Ofc, 1409 Greenbrier St,Charleston	E57598	2,500	Dover	Elev/Hyd		3	1979	-----
Building 86. Ele #1 WV St Offc , 1124 Smith Street, Charleston	8580202	3,000	Schindler	Elev/Hyd		5	1994	
Building 86. Ele #2 WV St Offc , 1124 Smith Street, Charleston	8580201	3,000	Schindler	Elev/Hyd		5	1994	
Building 88, Ele#1 WV St Ofc, 7 Players Club Drive,Charleston	413721	2,500	Otis	Elev/Hyd	100	2	1998	

REQUEST FOR QUOTATION
GSD2000000001 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	* 990.49	12	11885.88
Elevator #2, East Wing	* 990.49	12	11885.88
Elevator #3, MB, AG Office	990.49	12	11885.88
Elevator #4, MB	*823.82	12	11885.88
Elevator #5, MB, House Side	* 990.49	12	11885.88
Elevator #6, MB, Senate side	* 990.49	12	11885.88
Elevator #7, MB, Gov. Office	990.49	12	11885.88
Elevator #8, West Wing	* 990.49	12	11885.88
Elevator #9, West Wing	* 990.49	12	11885.88
W/C Lift, West Wing	618.27	12	7419.24
W/C Lift, East Wing	618.27	12	7419.24
<u>Capitol Complex, Building 3</u>			
Elevator #1	990.49	12	11885.88
Elevator #2	990.49	12	11885.88
Elevator #3	990.49	12	11885.88
Elevator #4	990.49	12	11885.88
Elevator #5, Frt.	823.82	12	9885.84
<u>Capitol Complex, Building 4</u>			
Elevator #1, Left	990.49	12	11885.88
Elevator #2, Right	990.49	12	11885.88
W/C Lift,	618.27	12	7419.24
<u>Capitol Complex, Building 5</u>			
Elevator #1	*990.49	12	11885.88
Elevator #2	*990.49	12	11885.88
Elevator #3	*990.49	12	11885.88
Elevator #4	*990.49	12	11885.88
Elevator #5, Executive	*990.49	12	11885.88
Elevator #6, Frt	990.49	12	11885.88
<u>Capitol Complex, Building 6</u>			
Elevator #1	*990.49	12	11885.88
Elevator #2	*990.49	12	11885.88
Elevator #3	*990.49	12	11885.88
Elevator #4	*990.49	12	11885.88
Elevator #5	*990.49	12	11885.88
<u>Capitol Complex, Building 7</u>			
Elevator #1	* 823.82	12	9885.84
Elevator #2, Frt	*823.82	12	9885.84
<u>Capitol Complex, Building 8</u>			
Elevator #1, Governors Mansion	601.60	12	7219.20
<u>Capitol Complex, Building 13</u>			
Elevator #1, Parking Garage	823.82	12	9885.84
Elevator #2, Parking Garage	823.82	12	9885.84
<u>Capitol Complex, Building 15</u>			
Elevator #1, 2019 Wash. St E.	* 823.82	12	9885.84
<u>Capitol Complex, Building 17</u>			
Elevator #1, 2101 Wash. St E.	*823.82	12	9885.84
<u>Building 20, Leon Sullivan Way</u>			
Elevator #1	990.49	12	11885.88
Elevator #2	990.49	12	11885.88
<u>Building 22, Lee and Dickinson</u>			
Elevator #1, Tax & Revenue	990.49	12	11885.88
Elevator #2, Tax & Revenue	990.49	12	11885.88
Elevator #3, Tax & Revenue	990.49	12	11885.88
<u>Building 23, Beckley, WV</u>			
Elevator #1	990.49	12	11885.88
Elevator #2	823.82	12	9885.84
<u>Building 25, Parkersburg, WV</u>			
Elevator #1	* 823.82	12	9885.84
Elevator #2	*990.49	12	11885.88

REQUEST FOR QUOTATION
GSD2000000001 Elevator Maintenance
Exhibit C - Pricing Pages

Building 32, Huntington, WV	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Yearly Charge</u>
Elevator #1	823.82	12	9885.84
Elevator #2	823.82	12	9885.84
Building 34, Weirton, WV			
Elevator #1	823.82	12	9885.84
Elevator #2	823.82	12	9885.84
Building 36, One Davis Square			
Elevator #1	* 823.82	12	9885.84
Elevator #2	* 823.82	12	9885.84
Elevator #3	* 823.82	12	9885.84
Elevator #4	* 990.49	12	11885.88
Building 37, DEP Kanawha City			
Elevator #1	823.82	12	9885.84
Elevator #2	823.82	12	9885.84
Elevator #3	823.82	12	9885.84
Elevator #4	823.82	12	9885.84
Bldg. 53, Clarksburg			
Elevator #1	990.49	12	11885.88
Elevator #2	990.49	12	11885.88
Elevator #3	990.49	12	11885.88
Bldg. 54, Fairmont, WV			
Elevator #1	990.49	12	11885.88
Elevator #2	990.49	12	11885.88
Bldg. 55, Logan, WV			
Elevator #1	990.49	12	11885.88
Elevator #2	990.49	12	11885.88
Bldg. 86, Smith Street, Chas			
Elevator #1	* 823.82	12	9885.84
Elevator #2	* 823.82	12	9885.84
Bldg. 74, South Charleston			
Elevator #1	823.82	12	9885.84
Bldg. 84, Greenbrier St., Chas			
Elevator #1	* 823.82	12	9885.84
Bldg. 88, Players Club Dr., Chas			
Elevator #1	* 823.82	12	9885.84
Total Yearly Charge			\$761,944

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

Corrective Maintenance:

Hourly Labor Rate	X Estimated Hours	=	Total Labor Cost
\$ 179.12	200	=	35,824
Estimated Parts Cost	X Multiplier	=	Total Parts Cost
\$10,000.00	1.65		16,500
Total Cost*	\$814,268		

*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
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Otis Elevator Company

Authorized Signature: _____ Date: _____

State of Virginia

County of Roanoke, to-wit:

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

My Commission expires 2/11/2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Lee Boehling

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Otis Elevator Company

Authorized Signature: _____ Date: _____

State of Virginia

County of Roanoke, to-wit:

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

My Commission expires 2/11/2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Lee Boehling

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: Otis Elevator CompanyVendor Telephone: 8645330261Vendor Address: 4768 Chimney Dr

Vendor Fax: _____

Charleston, WV 25302Vendor E-Mail: lauren.vittorio@otis.com

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) (E)
as Principal, and (F) of (G)
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of (K)
(\$ (L)) 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 _____

(M)

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 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 time within which the Obligor 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, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)
(Name of Principal)

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

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
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.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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 _____ day of _____, 20____.

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

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.**