



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 3

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1810672

Procurement Type: Central Master Agreement

Vendor ID: 000000218651

Legal Name: DC ELEVATOR COMPANY

Alias/DBA:

Total Bid: \$0.00

Response Date: 02/02/2026

Response Time: 15:34

Responded By User ID: dcelelevator

First Name: Kathy

Last Name: Davis

Email: kathy.davis@dcelelevator.com

Phone: 859-254-8224

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2600000018

Published Date: 1/20/26

Close Date: 2/3/26

Close Time: 13:30

Status: Closed

Solicitation Description: GSD Elevator Maintenance - Open-End Construction

Total of Header Attachments: 3

Total of All Attachments: 3



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: 1810672
Solicitation Description: GSD Elevator Maintenance - Open-End
Proc Type: Construction
Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-02-03 13:30	SR 0211 ESR02022600000004437	1

VENDOR
000000218651
DC ELEVATOR COMPANY

Solicitation Number: CRFQ 0211 GSD2600000018
Total Bid: 0
Response Date: 2026-02-02
Response Time: 15:34:02
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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				0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Commodity Line Comments:

Extended Description:

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

Exhibit "C" Pricing Page**Preventive Maintenance:****Region 1****Capitol Complex, Building 1**

	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Yearly Charge</u>
Elevator #1, East Wing	500	12	\$ 6,000.00
Elevator #2, East Wing	500	12	\$ 6,000.00
Elevator #3, MB, AG Office	500	12	\$ 6,000.00
Elevator #4, MB	500	12	\$ 6,000.00
Elevator #5, MB, House Side	500	12	\$ 6,000.00
Elevator #6, MB, Senate side	500	12	\$ 6,000.00
Elevator #7, MB, Gov. Office	500	12	\$ 6,000.00
Elevator #8, West Wing	500	12	\$ 6,000.00
Elevator #9, West Wing	500	12	\$ 6,000.00
W/C Lift, West Wing	90	12	\$ 1,080.00
W/C Lift, East Wing	90	12	\$ 1,080.00
W/C Lift, West Crossover	90	12	\$ 1,080.00
W/C Lift, East Crossover	90	12	\$ 1,080.00

Capitol Complex, Building 3

Elevator #1	500	12	\$ 6,000.00
Elevator #2	500	12	\$ 6,000.00
Elevator #3	500	12	\$ 6,000.00
Elevator #4	500	12	\$ 6,000.00
Elevator #5, Frt.	200	12	\$ 2,400.00

Capitol Complex, Building 4

Elevator #1, Left	500	12	\$ 6,000.00
Elevator #2, Right	500	12	\$ 6,000.00
W/C Lift,	90	12	\$ 1,080.00

Capitol Complex, Building 5

Elevator #1	500	12	\$ 6,000.00
Elevator #2	500	12	\$ 6,000.00
Elevator #3	500	12	\$ 6,000.00
Elevator #4	500	12	\$ 6,000.00
Elevator #5, Executive	500	12	\$ 6,000.00
Elevator #6, Frt	500	12	\$ 6,000.00

Capitol Complex, Building 6

Elevator #1	500	12	\$ 6,000.00
Elevator #2	500	12	\$ 6,000.00
Elevator #3	500	12	\$ 6,000.00
Elevator #4	500	12	\$ 6,000.00
Elevator #5	500	12	\$ 6,000.00

Capitol Complex, Building 7

Elevator #1	170	12	\$ 2,040.00
Elevator #2, Frt	170	12	\$ 2,040.00

Capitol Complex, Building 8

Elevator #1, Governors Mansion	170	12	\$ 2,040.00
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Capitol Complex, Building 13

Elevator #1, Parking Garage	170	12	\$ 2,040.00
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Elevator #2, Parking Garage	170	12	\$ 2,040.00
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Capitol Complex, Building 15

Elevator #1, 2019 Wash. St E.	170	12	\$ 2,040.00
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Capitol Complex, Building 17

Elevator #1, 2101 Wash. St E.	170	12	\$ 2,040.00
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Building 20, Leon Sullivan Way

Elevator #1	200	12	\$ 2,400.00
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Elevator #2	500	12	\$ 6,000.00
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Building 22, Lee and Dickinson

Elevator #1, Tax & Revenue	200	12	\$ 2,400.00
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Elevator #2, Tax & Revenue	200	12	\$ 2,400.00
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Elevator #3, Tax & Revenue	200	12	\$ 2,400.00
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Building 31, Charleston, WV

Elevator #1	200	12	\$ 2,400.00
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Elevator #2	200	12	\$ 2,400.00
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Building 35, Diamond Building

Elevator #1	500	12	\$ 6,000.00
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Elevator #2	500	12	\$ 6,000.00
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Elevator #3	500	12	\$ 6,000.00
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Elevator #4	500	12	\$ 6,000.00
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Building 36, One Davis Square

Elevator #1	200	12	\$ 2,400.00
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Elevator #2	200	12	\$ 2,400.00
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Elevator #3	200	12	\$ 2,400.00
-------------	-----	----	-------------

Elevator #4	500	12	\$ 6,000.00
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Building 37, DEP Kanawha City

Elevator #1	200	12	\$ 2,400.00
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Elevator #2	200	12	\$ 2,400.00
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Elevator #3	200	12	\$ 2,400.00
-------------	-----	----	-------------

Elevator #4	200	12	\$ 2,400.00
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Bldg. 86, Smith Street, Chas

Elevator #1	350	12	\$ 4,200.00
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Elevator #2	350	12	\$ 4,200.00
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Bldg. 74, South Charleston

Elevator #1	200	12	\$ 2,400.00
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Bldg. 84, Greenbrier St., Chas

Elevator #1	200	12	\$ 2,400.00
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Bldg. 88, Players Club Dr., Chas

Elevator #1	200	12	\$ 2,400.00
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Total Preventive Maintenance Cost Region 1			\$ 260,880.00
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Region 2**Building 25, Parkersburg, WV**

Elevator #1	725	12	\$ 8,700.00
Elevator #2	725	12	\$ 8,700.00

Building 34, Weirton, WV

Elevator #1	725	12	\$ 8,700.00
Elevator #2	725	12	\$ 8,700.00

Bldg. 53, Clarksburg

Elevator #1	725	12	\$ 8,700.00
Elevator #2	725	12	\$ 8,700.00
Elevator #3	725	12	\$ 8,700.00

Bldg. 54, Fairmont, WV

Elevator #1	600	12	\$ 7,200.00
Elevator #2	600	12	\$ 7,200.00

Total Preventive Maintenance Cost Region 2

\$ 75,300.00

Region 3**Building 23, Beckley, WV**

Elevator #1	500	12	\$ 6,000.00
Elevator #2	200	12	\$ 2,400.00

Building 32, Huntington, WV

Elevator #1	200	12	\$ 2,400.00
Elevator #2	200	12	\$ 2,400.00

Bldg. 55, Logan, WV

Elevator #1	500	12	\$ 6,000.00
Elevator #2	500	12	\$ 6,000.00

Total Preventive Maintenance Cost Region 3

\$ 25,200.00

Corrective Maintenance:

Hourly Labor Rate	X Estimated Hours	=	Total Labor Cost
245	200	=	\$ 49,000.00
Estimated Parts Cost	X Multiplier	=	Total Parts Cost
\$10,000.00	1.1	=	\$ 11,000.00
Total Corrective Maintenance Cost (Total Labor Cost + Total Parts Cost)			\$ 60,000.00

Total Bid Amount Region 1 (Total Preventive Maintenance Region 1 + Total Corrective Maintenance)	\$ 320,880.00
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Total Bid Amount Region 2 (Total Preventive Maintenance Region 2 + Total Corrective Maintenance)	\$ 135,300.00
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Total Bid Amount Region 3 (Total Preventive Maintenance Region 3 + Total Corrective Maintenance)	\$ 85,200.00
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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: 1810672

Doc Description: GSD Elevator Maintenance - Open-End
Construction

Reason for Modification:

Addendum No. 4

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-01-20	2026-02-03 13:30	CRFQ 0211 GSD2600000018	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000218651

Vendor Name : DC Elevator Company

Street : 1002 Young Street

City : Charleston

State, Zip, Country :WV, 25301, US

Principal Contact : Kathy Davis

Vendor Contact Phone:304-345-7222

Fax - 859-231-8740

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor DC ELEVATOR COMPANY

Signature X *Steven Schmidt*

FEIN# 61-0922853

DATE 1/30/2026

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2600000018

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

DC Elevator Company
Company

Steven Schmidt
Authorized Signature

1-30-2026
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DC Elevator Co. Inc.
of Lexington, Kentucky, as Principal, and Indemnity National Insurance Company
of Franklin, Tennessee, a corporation organized and existing under the laws of the State of Mississippi
with its principal office in the City of Franklin, TN, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
GSD Elevator Maintenance, Open-End Construction

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 29th day of January, 2026.

Principal Seal



DC Elevator Co. Inc.

(Name of Principal)

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

Vice President - Sales
(Title)

Surety Seal

Indemnity National Insurance Company
(Name of Surety)

Jeffrey M. Wilson
Attorney-in-Fact - Jeffrey M. Wilson

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.

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith of McGriff, a Marsh & McLennan Agency LLC Company to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed Thirty Million Dollars (\$30,000,000.00) each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent,

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 22nd day of August, 2025.

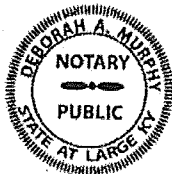


Indemnity National Insurance Company

By Thomas F. Elkins
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 22nd day of August, 2025, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy
Notary Public.

My Commission Expires 09/26/2029
Notary ID Number: KYNP34336

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 29th day of January, 2026.



By James E. Hart
James E. Hart, Secretary

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: DC Elevator Company

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

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.

(Printed Name and Title) Kathy Davis

(Address) 1002 Young Street, Charleston, WV 25301

(Phone Number) / (Fax Number) 304-345-7222 / 859-231-8740

(email address) kathy.davis@dcelevator.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DC ELEVATOR COMPANY

(Company)

Steven Schmidt

(Signature of Authorized Representative)

STEVEN SCHMIDT, VICE PRESIDENT - SALES 1/30/2026

(Printed Name and Title of Authorized Representative) (Date)

859-254-8224 / 859-231-8740

(Phone Number) (Fax Number)

steven.schmidt@dcelevator.com

(Email Address)



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

I, Steven Schmidt, after being first duly sworn, depose and state as follows:

1. I am an employee of DC ELEVATOR COMPANY; and,
(Company Name)
2. I do hereby attest that DC ELEVATOR COMPANY
(Company Name)

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

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

Printed Name: Steven Schmidt

Signature: Steven Schmidt

Title: Vice President - Sales

Company Name: DC ELEVATOR COMPANY

Date: 1/30/2026

STATE OF KENTUCKY

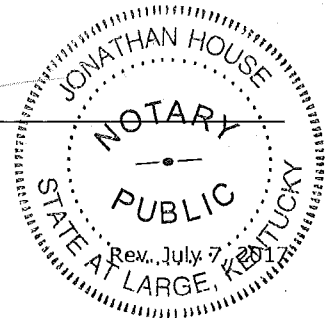
COUNTY OF Fayette, TO-WIT: Steven Schmidt

Taken, subscribed and sworn to before me this 2nd day of February, 2026.

By Commission expires 4/23/28

(Seal)

[Signature]
(Notary Public)





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV041952

CLASSIFICATION:

ELECTRICAL
SPECIALTY

D C ELEVATOR INC
DBA D C ELEVATOR
709 MILES POINT WAY
LEXINGTON, KY 40510

DATE ISSUED

FEBRUARY 19, 2025

EXPIRATION DATE

FEBRUARY 19, 2026

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



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: 1810672

Doc Description: GSD Elevator Maintenance - Open-End
Construction

Reason for Modification:

Addendum No. 4

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-01-20	2026-02-03 13:30	CRFQ 0211 GSD2600000018	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000218651

Vendor Name : DC Elevator Company

Street : 1002 Young Street

City : Charleston

State, Zip, Country :WV, 25301, US

Principal Contact : Kathy Davis

Vendor Contact Phone:304-345-7222

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor DC ELEVATOR COMPANY

Signature X *Steven Schmidt*

FEIN# 61-0922853

DATE 1/30/2026

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

ADDITIONAL INFORMATION
Addendum No. 4
Addendum is issued to publish and distribute the following information to the Vendor community.
1. To add dates the following dates 1/26/26 - 1/30/26 for the site visits in response to question 3 on Addendum 3,, per Attachment.
2. Bid Opening Date & Time remains February 3, 2026, at 1:30 pm., est.
No other changes.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES 103 MICHIGAN AVENUE CHARLESTON WV US

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

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	Mandatory Prebid Meeting at 1:30 pm, est.	2026-01-13
2	Technical Questions Due By 11:00 am., Est.	2026-01-20

	Document Phase	Document Description	Page 3
GSD2600000018	Final	GSD Elevator Maintenance - Open-End Construction	

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. **PRE-BID 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:

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. 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.

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.

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

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

14A. 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL 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.

22. **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.

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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **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.

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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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ 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: _____ 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.

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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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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. BONDS: The following bonds must be submitted:

- ☐ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

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.

(Printed Name and Title) Kathy Davis

(Address) 1002 Young Street, Charleston, WV 25301

(Phone Number) / (Fax Number) 304-345-7222 / 859-231-8740

(email address) kathy.davis@dcelevator.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DC ELEVATOR COMPANY

(Company)

Steven Schmidt

(Signature of Authorized Representative)

STEVEN SCHMIDT, VICE PRESIDENT - SALES 1/30/2026

(Printed Name and Title of Authorized Representative) (Date)

859-254-8224 / 859-231-8740

(Phone Number) (Fax Number)

steven.schmidt@dcelevator.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division 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-ended 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.

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 "Call-back Service"** shall be defined as maintenance service performed outside the regularly scheduled hours for Full-Service Maintenance for Region 1 (see 3.1.2); and any service outside of scheduled maintenance dates and times for Regions 2 & 3 (see 3.1.4), on an as-requested basis to correct a malfunction or failure in an elevator.
- 2.2 "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 correct a malfunction or failure in an Elevator system that is not due to normal wear and tear usage, and testing to ensure that equipment is in proper working order after the repair.
- 2.3 "Elevator Maintenance"** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
- 2.4 "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

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

National Code Requirements. **Full-Service Maintenance is inclusive of Preventive Maintenance** and repairs required due to normal wear and tear usage.

- 2.5 “Holidays”** shall mean days designated by WV Code §2-2-1 as legal State of WV holidays (e.g., 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). Agency will notify Vendor of what dates qualify as holidays and when days in addition to those designated by Code are proclaimed as holidays.
- 2.6 “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.
- 2.7 “Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as **Exhibit C**.

- 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 compensated per the flat monthly rate as agreed upon herein.
- 3.1.2** Vendor shall station at least one (1) full-time technician at the Capitol Complex from 7:00am to 5:00pm, Monday through Friday except State recognized holidays, to perform **Full-Service Maintenance** under this contract for all units located in Region 1 (Buildings 1, 3, 4, 5, 6, 7, 8, 13, 15, 17, 20, 22, 31, 35, 36, 37, 74, 84, 86, and 88), unless the technician is performing service at another building within Region 1. During these established work hours, if meeting the Full-Service Maintenance requirements necessitates more 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** During Legislative Session (Regular, Interim or Special), Vendor technician stationed at Capitol Complex may not leave the Complex to

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

work on other buildings in Region 1 without notification and approval from the Agency. Agency may require vendor to provide more than the minimum required number of technicians, or require the technician to remain on Complex for work hours outside of those designated in 3.1.2; in either instance, Vendor is entitled to compensation for the additional man hours as if they are Call-Back Service. Vendor will coordinate with the Agency prior to Sessions to execute a delivery order from the contract to cover such hours. If it is discovered by the Agency that the Vendor is not stationing the minimum number of technicians onsite during Session, the Agency reserves the right to imposed Liquidated Damages at the rate of \$25.00 per hour for every hour that the minimum number fails to be stationed.

3.1.4 For buildings in Region 2 Northern (Buildings 25-Parkersburg, 34-Weirton, 53-Clarksburg, & 54-Fairmont) and Region 3 Southern (Buildings 23-Beckley, 32-Huntington, & 55-Logan) the Vendor shall establish a maintenance schedule with the Operations Manager and Building Maintenance Supervisor. There shall be a minimum of two (2) visits to each of the outlying buildings monthly, with dates separated by at least ten (10) working days. Once scheduled, failure of the Vendor to appear to perform a scheduled visit without first notifying the Agency and then the Agency approving a revised date and time (or allowing the visit to be cancelled) may result in the Agency imposing liquidated damages at the rate of half the value of the monthly price agreed to herein.

3.1.5 Vendor shall schedule meeting with GSD personnel within Ten (10) business days of award for a contract coordination meeting.

3.1.5.1 Within Five (5) business days after contract coordination meeting, Vendor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleanings, routine maintenance, safety checks, and other Full-Service Maintenance (See Preventive Maintenance, 3.4.1, below).

3.1.6 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 **at least twice monthly** for each elevator.

3.2 Call-Back Service: For service performed outside the Full-Service Maintenance hours as indicated in 3.1.2 for Region 1, and other than scheduled dates and times for Full-Service Maintenance for Regions 2 and 3. Call-Back Service shall be requested when Vendor is required to return onsite to diagnose and resolve elevator failure or malfunction or to resolve entrapments.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

- 3.2.1** Vendor shall provide Call-Back Service for **all locations** listed in Exhibit B, for each Region designated in Exhibit C for which they are awarded a contract. Call-Back Service shall be compensated per the hourly rate as agreed upon herein, except as indicated in 3.2.2.
- 3.2.2** When performing Call-Back Service, Vendor shall be required to return each elevator to operation, or to notify the Agency, immediately upon discovery of the nature of the failure or malfunction, if the elevator cannot be returned to operation. If the work required to restore the elevator to operation would be covered by Full-Service Maintenance (i.e. work due to normal wear-and-tear usage), work must continue uninterrupted (from the initiation of the Call-Back Service) until the elevator returns to operation; work may be suspended for such time as is required to obtain needed parts, with approval or instruction, by the Agency. Although performed outside the hours established for Full-Service Maintenance, the labor and parts required to perform the Call-Back Service are covered by the monthly rate agreed to herein. Only those hours spent by the Vendor to respond and diagnose may be billed at the hourly rate agreed to herein. If the work required to restore the elevator to operation would be covered by Corrective Maintenance, Vendor will coordinate the schedule for returning the elevator to operation with the Agency, per the terms for Corrective Maintenance, below.
- 3.2.3** On-site response time for Call-Back Service (for which there is no entrapment, see below) for buildings in Region 1 shall be guaranteed within one (1) hour of telephone notification, and for buildings in Regions 2 and 3 shall be guaranteed within two (2) hours of telephone notification. If the Vendor does not arrive on-site within the designated time and has not received written approval from the Agency to delay, the Vendor may be assessed Liquidated Damages in the sum of \$25 per hour of delay.
- 3.2.4** In the event of entrapment, the Vendor shall be on-site for Call-Back Service to the building within fifteen (15) minutes of telephone notification in Region 1, within thirty (30) minutes in Region 2, and within one (1) hour for Region 3. If the Vendor does not arrive onsite within the designated time and has not received written approval of the Agency to delay, the Vendor may be assessed Liquidated Damages in the sum of \$25 per each 15 minutes of delay.
- 3.2.5** If it is determined that work qualifying as Full-Service Maintenance resolves the issue precipitating the Call-Back Service, the Vendor will notify the Agency of the amount of labor hours required to respond to and diagnose the issue, then Agency will issue a retroactive delivery order for the time for the service call.
- 3.2.6** If it is determined that Corrective Maintenance is required to place the

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

elevator back into service and the cause of the service call is not due to a transient problem related to work covered under the Full-Service Maintenance program, the Vendor shall provide a quote for the additional repairs that includes the Call Back Service labor hours during the original service call, plus an estimate of hours and materials needed for the Corrective Maintenance. Then the Vendor, upon approval of the Agency, will be issued a written delivery order for those repairs. No additional work will be paid for by the Agency without issuance of a written delivery order from an Agency representative.

3.3 Elevator Maintenance (Preventive and Corrective)

- 3.3.1** Vendor shall provide Elevator Maintenance in accordance with manufacturers' recommendations and specifications, as well as industry best practices, at all facilities listed on **Exhibit B** attached hereto and incorporated herein by reference.
- 3.3.1.1** Vendor shall use and maintain RATH Smartview and LiftNet monitoring systems on elevators that have these systems installed.
- 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 notify assigned Agency personnel upon arrival to site to perform service, and at time of departure from job site.
- 3.3.8** Vendor shall not perform any Elevator Corrective Maintenance under this contract without prior approval from Agency (usually an issued delivery order but can be verbal in the case of emergency work; in the latter,

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

Vendor should coordinate issuance of a delivery order to cover the work as soon as possible with the Agency).

- 3.3.9** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.
- 3.3.10** Agency shall make available office space, radio and parking space for dedicated vendor personnel.

3.4 Preventive Maintenance:

- 3.4.1** Vendor shall perform Preventive Maintenance monthly in accordance with a schedule mutually agreed upon by the Vendor and Agency. Vendor shall submit a proposed schedule of all Preventive Maintenance, Agency has final approval authority for the schedule.
- 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.

3.5 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.
 - 3.5.1.1** Stand-By services, meaning when Agency requires Vendor to provide technician(s) available onsite for ready response during hours outside those covered by Full-Service Maintenance, shall also be billed at the same hourly rate as Corrective Maintenance.
- 3.5.2** Whenever it is determined by the Vendor or Agency that Corrective Maintenance is required, whether as the result of a Call-Back Service or during the schedule for Full-Service Maintenance, one party must promptly notify the other; Vendor must notify Agency within four (4) hours; Agency may notify Vendor at its discretion. Vendor must diagnose Vendor-identified issues requiring Corrective Maintenance immediately upon identification. Vendor must respond to Corrective Maintenance calls from Agency by phone or in person within two hours (30 minutes if the Agency designates the call as an emergency) and must arrive on site to begin diagnosis as soon as possible, but no later than four hours (two hours if the Agency designates the call as an emergency) after Vendor is notified. Vendor may only deviate from the required four-hour response time with written permission from the Agency. After diagnosing the issue requiring

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

Corrective Maintenance, Vendor must provide a quote of estimated labor and parts to resolve the issue. Quote must also include a duration, in calendar days, for the repairs to be completed (inclusive of lead time for parts acquisition). Vendor must provide this quote to Agency within two (2) business days of diagnosing the issue.

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 or requires work at another time.

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. For any part estimated to cost in excess of \$2,500.00, Agency reserves the right to directly procure the part(s), for use by the Vendor in execution of the work. Freight charges for parts are not permitted. See section 11.2.2. for more details on freight charges.

3.5.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the elevator systems. 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 for 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 vendor 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

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

A17.I 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. Vendor 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.

- 3.6.2** All 5-year Full load safety tests, all annual no-load safety tests, and all hydraulic relief tests shall be arranged and performed by the Vendor. Vendor shall file the proper tags and forms with the Division of Labor.
- 3.6.3** This Contract shall also require the Vendor 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** Vendor shall have thirty (30) days to correct any inspection deficiency identified by the Division of Labor, third-party inspector, elevator consultant or Agency, or to obtain a waiver from the Division of Labor, or to acquire written Agency approval to not complete the correction. The thirty days begins upon notification being issued to the Vendor by any of these parties.
- 3.6.5** Failure by the Vendor to complete correction of identified deficiencies may result in the imposition of Liquidated Damages at the rate of \$100 per day for every day beyond the thirty calendar days established by the notification. If an identified deficiency results in the elevator being tagged “Out of Service” by the Division of Labor, liquidated damages may be imposed at the rate of \$200 per day until such time that the correction is completed, or the Vendor acquires written approval from the Agency to not complete the correction.
- 3.6.6** The Vendor shall maintain a minimum 80% passing rate for inspection of all elevators currently in service during any annual period.
- 3.6.7** The Vendor 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 Vendor shall be responsible for coordinating and scheduling all inspections with the third-party vendor.
- 3.6.8** Monthly, the Vendor 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

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

and emergency return units shall be tested monthly by Vendor to ensure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

3.7 Removal from Service

- 3.7.1** Only under emergency/unscheduled situations will the Vendor remove an elevator from service without prior notification to the Agency. Any elevator removed from service by the Vendor for scheduled 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 Vendor 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 done well enough in advance so that the downtime can be scheduled. This request shall be included as part of Vendor's quote for Corrective Maintenance (see 3.5.2 and 9.2).
- 3.7.2** Should any elevator covered by this contract be removed from service as the result of failing an inspection or by the Agency for any period of time and for any reason, the Vendor shall pro-rate the monthly charge for said elevator by reducing it a fraction of 1/X for each additional day (beyond the 24-hour period indicated in 3.7.1) during the month in which the elevator is out of service (e.g., 1/28th for February in a non-leap year, 1/31st for January, March, May, etc.). Vendor's invoice shall clearly indicate the fraction of monthly charge being billed (e.g. 18/30 days, 14/29 days, etc.).
- 3.7.3** During the potential life of the Contract, Agency intends to remove certain elevator cars from service in order to competitively bid modernization of those cars. Vendor will be required to perform all maintenance covered by this contract until such time that the car is removed from service and to resume maintenance services to such cars once the warranty period covered by their modernization contract expires, if applicable. Agency will provide advance notice to Vendor when cars to be modernized are expected to be taken out of service.

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. Access cards will only be issued to Vendor employees who are positively adjudicated through the Background Check required in the General Conditions of the Contract.

4.2 Vendor will be responsible for controlling cards and keys and will pay

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

replacement fee if the cards or keys become lost or stolen.

4.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

4.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

5. QUALIFICATIONS:

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 (2) or more occasions in the last five (5) years. Vendors may demonstrate having this experience by providing documentary proof of having held two (2) contracts in the last five (5) years with commercial owners in which services similar to those required under this Contract have been successfully provided for multiple types of elevator systems in multiple buildings. Vendor shall 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 vendor's License

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

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

performance.

- 6. REPORTS:** Vendor shall provide logs and reports as outlined below. Vendor shall provide a copy of all logs (including those posted in the machine rooms) to the Agency monthly, as an exhibit to the monthly invoice.

6.1 Preventive Maintenance Log: Vendor shall provide, and update, a Preventive Maintenance Log in the form of a chart posted in the machine room. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the technician performing the services, the date it was performed, and the time spent performing services.

6.2 Corrective Maintenance Log: Vendor shall provide, and update, a Corrective Maintenance Log posted in the machine room. The log must include the name of the technician 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 service, and the date and time service was performed.

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 technician 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, the date and time the work was performed, and the total number of days the elevator was out of service. Vendor shall submit a copy of this log to the Agency monthly.

6.4 Call-Back Service Reports: Vendor shall maintain and provide a detailed log of all Call-Back Service requests received. This log shall include the time of the call, the name of the individual requesting services, the time that the technician arrives on-site, and the time that the service call is completed. Vendor shall submit a copy of this log to the Agency monthly.

6.5 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. 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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

- 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, per indicated region. Region 1 shall encompass buildings as indicated in 3.1.2 (considered Charleston Metro area). Region 2 shall encompass buildings in the northern portion of the state (Buildings 25-Parkersburg, 34-Weirton, 53-Clarksburg, & 54-Fairmont). Region 3 shall encompass buildings in the southern portion of the state (Buildings 23-Beckley, 32-Huntington, & 55-Logan).

Award of contract will not be the effective date services will begin. Agency anticipates an approximately 60-day period after award to allow Vendor to coordinate uploading equipment information into their system, ensuring appropriate personnel are on staff to accommodate contract requirements, and to meet with the Agency regarding other administrative issues (e.g. background checks and building access for technicians, schedules for Full-Service Maintenance, etc.). Agency and Vendor will coordinate on the issuance of a change order to establish the effective date of the contract.

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. Vendor shall complete the Pricing Pages in 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 for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

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>

Pricing page, in spreadsheet format, has been formulated to automatically calculate the yearly charge for preventive maintenance (per elevator), the preventive maintenance charge (per region), total labor cost, total parts cost, total corrective maintenance cost, and total bid amount (per region). Vendor should only insert monthly preventive maintenance charge (per elevator), hourly labor rate, and parts mark-up multiplier (for example, "1.2" for a 20% markup).

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

9. ORDERING

9.1 Preventive Maintenance Ordering: After award of this Contract, Agency and Vendor shall agree to a Preventive Maintenance schedule. Once effective date of Contract is established, Agency shall then issue delivery order(s) against Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: When the Agency or Vendor defines the need and scope for Corrective Maintenance, per 3.5.2 above, and the Vendor produces the quote for such work, and the quote is for quantities and duration satisfactory to the Agency, Agency will issue a delivery order, which will allow the Vendor to commence Corrective Maintenance work according to the schedule included in the delivery order. If the quantities and/or duration in the Vendor's quote is not satisfactory, the Agency will immediately notify the Vendor of its concerns and give Vendor first option to revise quantities or duration, before exercising Agency's right to have work executed by a third party; Vendor shall have one (1) additional business day to respond to Agency's objection with revised quote. 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. This delivery order shall have a unique number, reference the master contract number, detail the scope of work for the project in question, and establish a beginning and end date for completion of the work.

9.3 If Vendor fails to complete Corrective Maintenance within the time frame established in the approved delivery order (or fails to request and receive from the Agency a revision, by change order, to the delivery order to extend the time frame), Liquidated Damages shall be imposed at the rate of \$100.00 per calendar day for every calendar day in which the Vendor fails to complete the Corrective Maintenance.

9.4 Vendor is not permitted, nor will it be paid, to perform any work other than that specified on the delivery order(s) 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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

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.

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 must bill for Corrective Maintenance on a separate invoice (i.e. separate from Monthly Preventive Maintenance invoice) once 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.

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

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

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

11.3.1. Master Contract Number, Individual Delivery Order Number associated

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

with work being billed, Name of Vendor, Vendor Remit-To Address, FEIN of Vendor, Invoice Date, Itemized listing of Labor and Parts (showing quantity, contract rate(s), contract markup amount, and subtotals for each item being billed), and General Description of work performed (including dates of service).

11.3.2. When applicable, invoice shall have as support documentation all service tickets, third-party costs/invoices required, specific emergency freight charges (allowable by 11.2.2 above), plus any other documentation required herein.

11.3.3. Invoices shall be mailed to the following address:

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

11.3.4. Or, emailed to GSDInvoices@wv.gov

11.4. Liquidated Damages: In any instance in which liquidated damages will be imposed by the Agency against the Vendor, the amounts for liquidated damages will be subtracted from the invoice for the month's service (for the specific building or elevator) during which the event triggering the liquidated damages occurred and from immediately subsequent monthly billings, until such time that the entire damages are liquidated; Or, from the invoice for Corrective Maintenance (i.e. for failure to complete Corrective Maintenance within the time stipulated in the delivery order, see 9.3). If liquidated damages are to be imposed as the result of failure to provide technician(s) (see 3.1.3), they will be subtracted from the invoice for the month's service for Building 1. Agency will provide vendor written explanation prior to the deduction of any portion of any invoice. Vendor will be required to revise and resubmit any invoice from which the Agency is subtracting liquidated damages. Vendor will provide Agency with a single, direct point of contact to whom this written explanation will be communicated.

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 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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

a. Monthly inspections on all elevators. Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, 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 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.

3. Emergency Entrapment: If Vendor is onsite performing preventive or corrective maintenance and an entrapment occurs, Vendor must suspend activity to immediately respond to the entrapment. All efforts to free the trapped passenger must be treated as preventive maintenance.

4. System Restart: Vendor shall restart and/or reprogram the elevator systems after a

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

power outage, power surge, or other electrical event that takes one or more elevators offline.

- 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 related 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 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.
- 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 changed by 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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

- 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.
- 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 LEDs.
- 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.

REQUEST FOR QUOTATION – CRFQ GSD26*18
General Services Division Elevator Maintenance

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.

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.

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

Exhibit "B"

Location Name	Serial No.	Capacity	Make	Type	Speed	Land	Install Yr	Mod Yr
Capitol Complex, Building 1, Ele #1, East Wing	3498002	2,500	Hollister-Whitney	Elev/Trac	350	5	1996	2023
Capitol Complex, Building 1, Ele #2, East Wing	3498004	2,500	Hollister-Whitney	Elev/Trac	350	5	1994	2023
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	3498016	2,500	MEI - MCE	Elev/Hyd	125	4	2005	2023
Capitol Complex, Building 1, Ele #5, MB, House Side	3498006	2,500	Hollister-Whitney	Elev/Trac	350	4	1926	2023
Capitol Complex, Building 1, Ele #6, MB, Senate side	3498009	2,500	Hollister-Whitney	Elev/Trac	350	4	1926	2023
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	3498012	2,500	Hollister-Whitney	Elev/Trac	350	5	1997	2023
Capitol Complex, Building 1, Ele #9, West Wing	3498014	2,500	Hollister-Whitney	Elev/Trac	350	5	1996	2023
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 3, Ele #5, Freight	22374	8,000	Canton	Elev/Hyd	50	2	2016	2016
Capitol Complex, Building 4, #1, Left	3513936	2,500	Hollister-Whitney	Elev/Trac	500	8	1953	2025
Capitol Complex, Building 4, #2, Right	3513939	2,500	Hollister-Whitney	Elev/Trac	500	8	1953	2025
Capitol Complex, Building 4, W/C Lift,	95889	750	Garaventa	WC Lift	17	2	2001	2025
Capitol Complex, Building 5, Ele #1	3519130	3,500	Hollister-Whitney	Elev/Trac	500	11	1968	2024
Capitol Complex, Building 5, Ele #2	3519133	3,500	Hollister-Whitney	Elev/Trac	500	11	1968	2024
Capitol Complex, Building 5, Ele #3	3519139	3,500	Hollister-Whitney	Elev/Trac	500	11	1968	2024
Capitol Complex, Building 5, Ele #4	3519136	3,500	Hollister-Whitney	Elev/Trac	500	11	1968	2024
Capitol Complex, Building 5, Ele #5, Executive	3519144	2,500	Hollister-Whitney	Elev/Trac	500	11	1968	2024
Capitol Complex, Building 5, Ele #6, Frt	207115	5,000	Otis	Elev/Trac	350	12	1968	2020
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	2022103168	2,100	MCE-Alliance	Elev/Hyd	125	3	1968	2023
Capitol Complex, Building 7, Ele #2, Frt	3509183	10,000	MCE-Alliance	Elev/Hyd	50	3	1968	2023
Capitol Complex, Building 8, Ele #1, Governors Mansion	01058HIH	750	Inclinator	Priv Res	37	4	2004	2019
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	-----
Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	3522815	2,500	MCE-Element	Elev/Hyd	100	2	1997	2024
Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	3522817	2,100	MCE-Element	Elev/Hyd	125	3	1978	2024
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	3509185	2,500	Hollister-Whitney	Elev/Hyd	100	6	1989	2023
Building 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	3509187	6,000	Hollister-Whitney	Elev/Trac	100	5	1955	2023
Building 31, Ele. #1 Parking Garage, 500 Capitol St. Charleston	EK3944	2500	Dover	Hydraulic		8		
Building 31, Ele. #2 Parking Garage, 500 Capitol St. Charleston	EK3074	2500	Dover	Hydraulic		8		
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 35, Ele. #1, WV St. Office, 350 Capitol Street, Charleston	BJ9967	2,500	Dover/Otis	Traction		8		
Building 35, Ele. #2, WV St. Office, 350 Capitol Street, Charleston	BJ9968	2,500	Dover/Otis	Traction		8		
Building 35, Ele. #3, WV St. Office, 350 Capitol Street, Charleston	BJ9969	5,000	Dover/Otis	Traction		9		
Building 35, Ele. #4, WV St. Office, 350 Capitol Street, Charleston	1025687	4,000	Otis/Otis	Traction		4		

Location Name	Serial No.	Capacity	Make	Type	Speed	Land	Install Yr	Mod Yr
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 Offc, 400 Adams St, Fairmont	H4725-2	4,500	Schindler	Elev/Trac		5	2014	
Building 54, Ele #2, WV St Offc, 400 Adams St. Fairmont	H4725	3,500	Schindler	Elev/Trac		5	2014	
Building 55, Ele #1, WV St Offc, 130 Stratton St, Logan	738761	5,000	Otis	Elev/Trac		5	2013	
Building 55, Ele #1, WV St Offc, 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	3522819	2,500	MCE-Element	Elev/Hyd	125	3	1979	2024
Building 86, Ele #1 WV St Offc , 1124 Smith Street, Charleston	3522821	3,000	MCE-Element	Elev/Hyd	125	5	1994	2024
Building 86, Ele #2 WV St Offc , 1124 Smith Street, Charleston	3522823	3,000	MCE-Element	Elev/Hyd	125	5	1994	2024
Building 88, Ele#1 WV St Ofc, 7 Players Club Drive,Charleston	413721	2,500	Otis	Elev/Hyd	100	2	1998	

Elevators expected to be modernized during Agency's Phase 3a Modernization (estimated to begin in late 2026)

Elevators being currently modernized under separate Agency contracts, but expected to be returned to service (Bldg 22: June of 2027, Bldg 74: February of 2028, estimated)

Elevators expected to be modernized during Agency's Phase 3b Modernization (estimated to begin in latter half of 2027)

Elevators expected to be modernized under separate contract (estimated to begin in early 2027) and may be returned to service under this contract

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DC Elevator Co. Inc.
of Lexington, Kentucky, as Principal, and Indemnity National Insurance Company
of Franklin, Tennessee, a corporation organized and existing under the laws of the State of Mississippi
with its principal office in the City of Franklin, TN, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
GSD Elevator Maintenance, Open-End Construction

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 29th day of January, 2026.

Principal Seal



DC Elevator Co. Inc.

(Name of Principal)

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

Vice President - Sales
(Title)

Surety Seal

Indemnity National Insurance Company
(Name of Surety)

Jeffrey M. Wilson
Attorney-in-Fact Jeffrey M. Wilson

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.

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith Richard H. Mitchell, Robert R. Freel, Alisa B. Ferris, Anna Childress of McGriff, a Marsh & McLennan Agency LLC Company to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed Thirty Million Dollars (\$30,000,000.00) each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 22nd day of August, 2025.

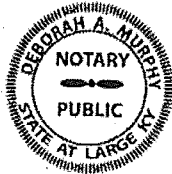


Indemnity National Insurance Company

By Thomas F. Elkins
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 22nd day of August, 2025, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy
Notary Public

My Commission Expires 09/26/2029
Notary ID Number: KYNP34336

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 29th day of January, 20 26.



By James E. Hart
James E. Hart, Secretary



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

I, Steven Schmidt, after being first duly sworn, depose and state as follows:

1. I am an employee of DC ELEVATOR COMPANY; and,
(Company Name)
2. I do hereby attest that DC ELEVATOR COMPANY
(Company Name)

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

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

Printed Name: Steven Schmidt

Signature: Steven Schmidt

Title: Vice President - Sales

Company Name: DC ELEVATOR COMPANY

Date: 1/30/2026

STATE OF KENTUCKY

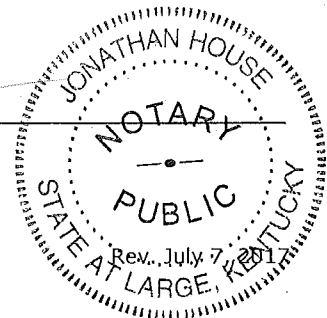
COUNTY OF Gaylesville, TO-WIT: Steven Schmidt

Taken, subscribed and sworn to before me this 2nd day of February, 2026.

By Commission expires 4/23/28

(Seal)

[Signature]
(Notary Public)





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)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2600000018

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

DC Elevator Company
Company

Steven Schmidt
Authorized Signature

1-30-2026
Date

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



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER:

CLASSIFICATION:

DUPLICATE

DATE ISSUED

EXPIRATION DATE

--	--

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.