



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

State of West Virginia
 Request for Quotation

Proc Folder: 200147

Doc Description: Elevator Maintenance and Repairs Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-17	2016-04-19 13:30:00	CRFQ 0608 COR1600000017	1


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

Vendor Name, Address and Telephone Number:

Oracle Elevator Company
 4136 West Washington Street
 Charleston, WV 25313
 304-744-4020

04/19/16 11:16:31
 \WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X  FEIN # 20-1968406 DATE 04/15/2016

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

STATE OF WEST VIRGINIA PURCHASING DIVISION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIRS PER THE ATTACHED.

FROM		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Inspections	12.00000	EA	\$495.00	\$5,940.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Elevator Inspections

FROM		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Safety and Full Load Test	1.00000	EA	\$275.00 per unit	\$275.00 per unit

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Safety and Full Load Test

FROM		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Regular Labor Rate	60.00000	HOUR	\$175.00	\$10,500.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Regular Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Overtime Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Overtime Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Holiday Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Holiday Labor Rate

SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Emergency Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Emergency Labor Rate

SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Parts - Markup Percentage	1.00000	PCT	25% Mark-Up	

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Parts - Markup Percentage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2016-04-04
2	VENDOR QUESTION DEADLINE	2016-04-08

COR1600000017	Document Phase Draft	Document Description Elevator Maintenance and Repairs Contract	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

Date and Time: April 4, 2016 at 10:00 AM EST

Location:

Charleston Correctional Center

1356 Hansford Street

Suite A

Charleston, WV 25301

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

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

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

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

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

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

Question Submission Deadline: April 8, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ COR1600000017
BID OPENING DATE: April 19, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

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

Bid Opening Date and Time: April 19, 2016 at 1:30 PM EST

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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

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

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Valid West Virginia Contractor's License

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

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. 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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. 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.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. 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.

19. COMPLIANCE: 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.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. 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.

31. 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. 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.

32. 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.

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

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

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Oracle Elevator Company

Contractor's License No. WV043284

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

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

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. 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.

CERTIFICATION AND SIGNATURE PAGE

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

Oracle Elevator Company

(Company)



Jonathan Daugherty (General Manager)

(Authorized Signature) (Representative Name, Title)

P. 304-744-4020 F. 304-744-4022

April 15, 2016

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRF-Q COR1600000017

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Oracle Elevator Company

Company



Authorized Signature

April 15, 2016

Date

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

REQUEST FOR QUOTATION
CRFQ COR1600000017
Elevator Maintenance and Repair Contract

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Charleston Correctional is soliciting bids to establish a contract for preventative and corrective maintenance and repairs on two (2) elevators and one (1) wheelchair lift located in Building at the facility.
 - 1.1. The Charleston Correctional Center is located at: 1356 Hansford Street, Suite A Charleston, WV 25301.
 - 1.2. An mandatory pre-bid conference will be conducted at the Charleston Correctional Center on April 4, 2016 at 10:00 AM EST
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **Elevator Maintenance Services**, as stated herein, shall mean preventative maintenance and corrective maintenance services provided by Vendor under this Contract.
 - 2.2. **Preventative Maintenance** as stated herein, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer's recommendations as well as federal, state, and local rules and regulations.
 - 2.3. **Inspection** as herein stated, shall be defined as organized examinations or formal evaluation of elevators and their parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws, to include an annual inspection and the witnessing of the annual relief valve test.
 - 2.4. **Corrective Maintenance** as stated herein, shall mean maintenance performed on an as required basis to correct a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
 - 2.5. **Holidays** shall mean days designated by WV Code § 2-2-1 as legal holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
 - 2.6. **Costs for Parts** as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Vendor.
 - 2.7. **"Pricing Page"** as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as **Exhibit A**.
 - 2.8. **"CCC"** means the Charleston Correctional Center. The internal PO # is COR61808.

REQUEST FOR QUOTATION
CRFQ COR160000017
Elevator Maintenance and Repair Contract

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
- 3.1. Factory trained with five years minimum experience in elevator inspections, service, and repair.
 - 3.2. Evidence of factory training and minimum experience requirement shall be submitted prior to award of contract.
 - 3.3. At all times, vendor shall ensure preventative and corrective maintenance is performed by appropriately trained and qualified technicians.
 - 3.4. Agency reserves the right to request information from the Vendor as to experience, qualifications, and corporate references insofar as it relates to services being requested under this contract.

4. **MANDATORY REQUIREMENTS:**

- 4.1. **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1. Vendor shall provide inspections, preventative maintenance and corrective maintenance in accordance with manufacturer's recommendations on the elevators located at Charleston Correctional Center.
 - 4.1.1.1. Vendor shall ensure that all inspections, maintenance, and repairs performed under this contract are performed by appropriately trained technicians.
 - 4.1.1.2. Vendor shall, at all times, maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specifications.
 - 4.1.1.3. Vendor shall perform all necessary examinations and adjustments to maintain the equipment at the specified manufacturer limits.
 - 4.1.1.4. Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.
 - 4.1.1.5. Agency's contact shall be the Warden of the facility. Vendor shall report and confer with the Warden of the facility or designee prior to performing any work specified in this contract.
 - 4.1.1.6. Vendor shall compile and maintain a suitable log/diagram/chart for entering inspection, maintenance, and repair data. Said report shall remain on Agency's premises. Monthly status reports shall be submitted to the Warden of the facility or designee.

**REQUEST FOR QUOTATION
CRFQ COR1600000017
Elevator Maintenance and Repair Contract**

- 4.1.1.7. Vendor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the Warden of the facility or designee for approval.
- 4.1.1.8. Vendor shall maintain a chronological life file that includes drawings, parts list, wiring diagrams, and a log of all preventative maintenance and repairs.
- 4.1.1.9. Vendor shall not subcontract any services performed under this contract without approval by Warden of the facility.
- 4.1.1.10. After award, Vendor and Warden of the facility shall agree upon a performance schedule of contract services.
- 4.1.1.11. Vendor shall quote a single, flat rate for each inspection performed under this contract.
- 4.1.1.12. Vendor shall quote a single, flat rate for each annual safety and full load test performed under this contract.
- 4.1.1.13. Vendor shall quote an hourly rate for regular labor hours. Regular labor rate hours shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
- 4.1.1.14. Vendor shall quote an hourly rate for overtime labor hours. Overtime labor rate hours shall be between the hours of 5:01 p.m. and 7:59 a.m. for the days of Monday thru Friday, all day Saturday, and all day Sunday.
- 4.1.1.15. Vendor shall quote an hourly rate for holiday labor hours. Holiday labor rate hours shall be between the hours of 12:00 a.m. and 11:59 p.m., Sunday-Saturday, for nationally recognized holidays.
- 4.1.1.16. Vendor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to Facility when any occurrence is declared an emergency by the Facility.
- 4.1.1.17. Vendor shall provide a 12-month warranty for all labor performed under this contract.

4.1.2. Inspection and Safety Test:

- 4.1.2.1. Vendor shall perform monthly inspections on two elevators located at the facility. 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 Facility.

REQUEST FOR QUOTATION
CRFQ COR1600000017
Elevator Maintenance and Repair Contract

- 4.1.2.2. Vendor shall perform an annual safety test and full load safety test 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*.
 - 4.1.2.3. Vendor shall provide certified test reports to the Facility as soon as practicable.
 - 4.1.2.4. Vendor shall comply with all federal, state, and local regulations, as well as maintain compliance with the standards as set forth above.
 - 4.1.2.5. Vendor shall perform inspections and safety tests during regular business days and hours.
 - 4.1.2.6. Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Vendor, at no cost to the Facility. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 4.1.3. Preventative and Corrective Maintenance:**
- 4.1.3.1. Vendor shall perform preventative maintenance in accordance with manufacturer's recommendations and industry standards.
 - 4.1.3.2. Vendor shall perform preventative maintenance on a monthly basis.
 - 4.1.3.3. Vendor shall submit a proposed schedule of all preventative maintenance within 30 days of Vendor being awarded a contract, for approval by Facility. The proposed schedule must include inspections, lubrications, adjustments, tests, cleaning, routine repairs, and all other known preventative maintenance activities.
 - 4.1.3.4. Preventative maintenance shall include, but not be limited to, lubricating all sheaves, bearings on motor operated brakes, refill gear cases/guide lubricators, seal oil reservoirs, and guide rails cleaned and lubricated.
 - 4.1.3.5. Initially, Vendor shall perform the following:
 - 4.1.3.5.1. Adjust and maintain elevators at specified speed.
 - 4.1.3.5.2. Adjust or replace all safety devices, including governors.
 - 4.1.3.5.3. Examine and equalize tension of all ropes in accordance with manufacturer's specifications.
 - 4.1.3.6. Vendor shall perform preventative maintenance during regular business days and hours.

**REQUEST FOR QUOTATION
CRFQ COR160000017
Elevator Maintenance and Repair Contract**

- 4.1.3.7.** Vendor shall respond to corrective maintenance requirements by telephone or in person within two hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Vendor is notified by CCC. No exceptions to the twenty-four (24) hour requirement unless granted by CCC.
- 4.1.3.8.** When possible, Vendor shall perform all corrective maintenance during regular business days and hours.
- 4.1.3.9.** Vendor shall not install proprietary controllers or control equipment without the approval of CCC. If approved, the toll, keyboard, instructions and any other equipment shall become the property of CCC.
- 4.1.3.10.** Vendor shall procure all necessary parts required to perform corrective maintenance. Vendor must, however, obtain advanced approval from CCC prior to purchasing any part in excess of \$2,500.00. Agency reserves the right to competitively bid any part or labor for a major repair to said elevators. All parts and labor charges exceeding \$25,000.00 will be competitively bid by the Agency.
- 4.1.3.11.** Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by CCC. All replacement parts shall be equal to or better than original manufacturer's parts.
- 4.1.3.12.** Vendor shall provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.
- 4.1.4. Parts and Installation:**

 - 4.1.4.1.** Vendor shall procure and install all necessary repair parts required under this contract. Vendor must obtain prior approval from Facility to purchase all parts in excess of \$2,500.00. Facility reserves the right to competitively bid all parts and labor for major repairs on the elevators referenced under this RFQ.
 - 4.1.4.2.** Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.
 - 4.1.4.3.** Parts shall be procured by the Vendor, but reimbursed by the Facility, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

REQUEST FOR QUOTATION
CRFQ COR160000017
Elevator Maintenance and Repair Contract

5. CONTRACT AWARD:

5.1. Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2. Pricing Page: Vendor should complete the Pricing Page by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at a total cost. The requested information include, hourly labor rates, a percentage markup on parts, the total labor cost, the total parts costs, and the total cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay a single flat hourly rate for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Service will require access to certain areas within the facility security areas and the Facility staff will escort the vendor to the designated areas:
- 9.1.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ COR1600000017
Elevator Maintenance and Repair Contract

9.2. Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

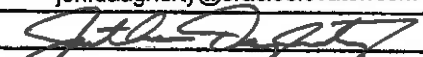
Contract Manager: Gary Roberts
Telephone Number: 304-744-4020
Fax Number: 304-744-4022
Email Address: gary.roberts@oracleelevator.com

CRFQ COR1600000017 - Elevator Maintenance and Repair Contract

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
4.1.1.11	Elevator Inspection	Each	12	\$495.00	\$5,940.00
4.1.1.12	Safety and Full Load Test	Each	1	\$275.00	\$275.00
4.1.1.13	Regular Labor Rate	Hour	60	\$175.00	\$10,500.00
4.1.1.14	Overtime Labor Rate	Hour	5	\$262.50	\$1,312.50
4.1.1.15	Holiday Labor Rate	Hour	5	\$262.50	\$1,312.50
4.1.1.16	Emergency Labor Rate	Hour	5	\$262.50	\$1,312.50

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
4.1.4.3	Parts	\$5,000.00	25 %	25 %

OVERALL COST:	\$20,652.50
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Bidder/Vendor Information:	
Name:	Oracle Elevator Company
Address:	4136 West Washington Street Charleston, WV 25313
Phone No.:	304-744-4020
Fax No.:	304-744-4022
Email Address:	jon.daugherty@oracleelevator.com
Authorized Signature	

NOTES:

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

Failure to use this form may result in disqualification



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

State of West Virginia
 Request for Quotation

Proc Folder: 200147

Doc Description: Addendum 1 Elevator Maintenance and Repairs

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-11	2016-04-19 13:30:00	CRFQ 0608 COR1600000017	2

BID CLERK

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

Oracle Elevator Company
 4136 West Washington Street
 Charleston, WV 25313
 304-744-4020

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 20-1968406

DATE 04/15/2016

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIRS PER THE ATTACHED.

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV25301 US		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV 25301 US	
--	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator Inspections	12.00000	EA Inspections Preventive Maintenance	\$0.00 \$495.00	\$0.00 \$5,940.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Elevator Inspections

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV25301 US		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Safety and Full Load Test	1.00000	EA	\$275.00 each	\$275.00 each

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Safety and Full Load Test

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV25301 US		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST CHARLESTON WV. 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Regular Labor Rate	60.00000	HOUR	\$175.00	\$10,500.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Regular Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Overtime Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Overtime Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Holiday Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Holiday Labor Rate

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Emergency Labor Rate	5.00000	HOUR	\$262.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Emergency Labor Rate

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Parts - Markup Percentage	1.00000	PCT	25% Mark Up	

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Parts - Markup Percentage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2016-04-04
2	VENDOR QUESTION DEADLINE	2016-04-08

COR1600000017	Document Phase Draft	Document Description Addendum 1 Elevator Maintenance and Repairs	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ COR1600000017

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ 0608 COR1600000017

Charleston Correctional Center

Elevator and Chair Lift Maintenance and Repairs Contract

Clarifications:

- C1: Please see Exhibit #1 for the second pre-bid sign-in sheet.
- C2: Please add specifications section 4.1.1.11a: "Vendor shall quote a single, flat rate for each monthly preventative maintenance check.
- C3: Please add to section 5.1 the following information: The contract will be awarded to the lowest priced vendor on the "Overall Cost" meeting specifications. The overall cost is the sum of all extended amounts on Exhibit A.
- C4: Please see revised pricing page, Exhibit A.

CRFQ 0608 (CR1600000017

SIGN IN SHEET

Page 1 of 2

Request for Proposal No.

PLEASE PRINT

Date: 4/4/2016

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>D-C Elevator Co</u> Rep: <u>Ron Ruckert</u> Email Address: <u>ron.ruckert@dclevatorco.com</u>	<u>521 Black street</u> <u>Charleston WV 25301</u>	PHONE <u>304 345 7222</u> TOLL FREE FAX <u>304 346 1086</u>
Company: <u>MURPHY ELEVATOR</u> Rep: <u>WALT BAKER</u> Email Address: <u>walt@murphyelevator.com</u>	<u>1104 4th AVE.</u> <u>HUNTINGTON, WV 25701</u>	PHONE <u>304-529-5220</u> TOLL FREE <u>800-321-1527</u> FAX <u>304-697-1675</u>
Company: <u>Oracle Elevator</u> Rep: <u>Gary Roberts</u> Email Address: <u>gary.roberts@oraclelevator.com</u>		PHONE <u>304-444-1466</u> TOLL FREE FAX <u>304-744-4022</u>
Company: <u>WV Elevator</u> Rep: <u>Scott Williams</u> Email Address: <u>SALES AT WVELEVATOR.COM</u>		PHONE <u>304-382-3616</u> TOLL FREE <u>304-381-4444</u> FAX <u>304-381-4444</u>
Company: <u>ThyssenKrupp Elevator</u> Rep: <u>Adam Harkney</u> Email Address: <u>Adam.harkney@thyssenkrupp.com</u>	<u>91 Adams St.</u> <u>Charleston WV 25301</u>	PHONE <u>304-553-1133</u> TOLL FREE FAX

(RFA 0608 (OR 1600000017

SIGN IN SHEET

Page 2 of 2

Request for Proposal No.

PLEASE PRINT

Date: 4/4/2016

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD


FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>THYSSENKRUPP ELEVATOR</u> Rep: <u>ERIC HACKNEY</u> Email Address: <u>eric.hackney@thyssenkrupp.com</u>	<u>901 MORRIS ST.</u> <u>Charleston, WV 25301</u>	PHONE <u>304-552-8798</u> <u>304-342-0187 ext. 4129</u> TOLL FREE FAX <u>866-812-5542</u>
Company: <u>Schuller Elevator</u> Rep: <u>Daniel Bauer</u> Email Address: <u>daniel.bauer@us.schuller.com</u>	<u>1714 7th Ave</u> <u>Charleston WV 25312</u>	PHONE <u>412-439-0878</u> TOLL FREE FAX <u>412-578-6600</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX

CRFQ 0608 COR1600000015 - Elevator Maintenance and Repair Contract

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
4.1.1.11	Elevator Inspection	Each	12	\$0.00	\$0.00
4.1.1.11a	Preventative Maintenance	Each	12	\$495.00	\$5,940.00
4.1.1.12	Safety and Full Load Test	Each	1	\$275.00	\$275.00
4.1.1.13	Regular Labor Rate	Hour	60	\$175.00	\$10,500.00
4.1.1.14	Overtime Labor Rate	Hour	5	\$262.50	\$1,312.50
4.1.1.15	Holiday Labor Rate	Hour	5	\$262.50	\$1,312.50
4.1.1.16	Emergency Labor Rate	Hour	5	\$262.50	\$1,312.50

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
4.1.4.3	Parts	\$5,000.00	25 %	25 %

OVERALL COST:	\$20,652.50
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Bidder/Vendor Information:	
Name:	Oracle Elevator
Address:	4136 West Washington Street Charleston, WV 25313
Phone No.:	304-744-4020
Fax No.:	304-744-4022
Email Address:	jon.daugherty@oracleelevator.com
Authorized Signature	

NOTES:

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

Failure to use this form may result in disqualification

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR160000017

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Oracle Elevator Company

Company



Authorized Signature

April 15, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha , **TO-WIT:**

I, Jonathan Daugherty, after being first duly sworn, depose and state as follows:

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

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

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

By: Jonathan Daugherty
 Title: General Manager
 Company Name: Oracle Elevator Company
 Date: April 15, 2016

Taken, subscribed and sworn to before me this 15th day of April, 2016.

By Commission expires August 29, 2019

(Seal)

Melissa A. Hansell Notary Public STATE AT LARGE KENTUCKY My Commission Expires 8/29/2019
--

Melissa A. Hansell
(Notary Public)

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

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

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

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oracle Elevator
of 4136 W. Washington Street, Charleston, WV 25213, as Principal, and Fidelity and Deposit Company
of Maryland, Indianapolis, IN, a corporation organized and existing under the laws of the State of Maryland
Maryland with its principal office in the City of Schaumburg, IL, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of five percent of the amount bid (\$ 5% of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Elevator Maintenance and Repairs Contract - Charleston Correctional Center
1356 Hansford St., Charleston, WV 25301

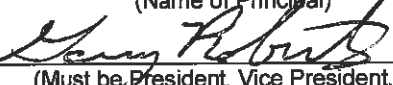
NOW THEREFORE,

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

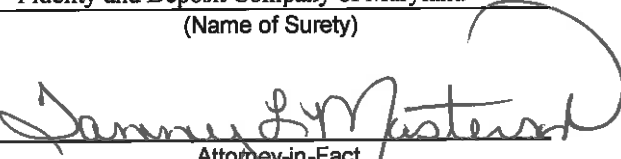
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 19th day of April, 2016.

Principal Seal

Oracle Elevator
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
BOM
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

Attorney-in-Fact
Tammy L. Masterson

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of February, A.D. 2016.

ATTEST:

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



By: Eric D. Barnes
Eric D. Barnes
Secretary
Eric D. Barnes

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 4th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn
Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of April, 20 16.



Michael Bond, Vice President

BID BOND PREPARATION INSTRUCTIONS

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

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

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) _____ of _____ (D) _____ (E)
 as Principal, and _____ (F) _____ of _____ (G) _____
 _____ (H) _____, a corporation organized and existing under the laws
 of the State of _____ (I) _____ with its principal office in the City of
 _____ (J) _____, as Surety, are held and firmly bound unto The State
 of West Virginia, as Obligees, in the penal sum of _____ (K)
 (\$ _____ (L) _____) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns.

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

_____ (M) _____

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) _____ day of _____ (O) _____, 20 _____ (P) _____.

Principal Seal _____ (Q)
 _____ (R) _____
 (Name of Principal)
 By _____ (S)
 (Must be President, Vice President, or
 Duly Authorized Agent)
 _____ (T)
 Title
 Surety Seal _____ (U)
 _____ (V)
 (Name of Surety)
 _____ (W)
 Attorney-in-Fact

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

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV043284

Classification:
SPECIALTY

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

Date Issued

Expiration Date

NOVEMBER 13, 2015

NOVEMBER 13, 2016


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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