



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

Header 1

[List View](#)

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 375006

Procurement Type: Central Master Agreement

Vendor ID: 000000105414

Legal Name: OTIS ELEVATOR COMPANY

Alias/DBA:

Total Bid: \$89,100.00

Response Date: 10/19/2017

Response Time: 12:35

SO Doc Code: CRFQ

SO Dept: 0608

SO Doc ID: COR1800000007

Published Date: 10/13/17

Close Date: 10/19/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 2 ELEVATOR
MAINTENANCE AND REPAIR-

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Total Bid Amount				\$89,100.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :	Total Bid Amount
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Comments: Please see pricing sheets as there was some confusion to the scope as well as how to price out some line items.



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 375006

Doc Description: ELEVATOR MAINTENANCE AND REPAIR-DENMAR CC

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-14	2017-10-19 13:30:00	CRFQ 0608 COR1800000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

13-5583389

DATE

10-19-17

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

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

Matthew Zang Sr. Sales Rep

(Name, Title)

(Printed Name and Title)

4768 Chimney Dr Charleston, WV 25302

(Address)

540-705-7262 / 860-622-6391

(Phone Number) / (Fax Number)

matthew.zang@otis.com

(email address)

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

Otis Elevator Co.

(Company)

 Matthew Zang SSR

(Authorized Signature) (Representative Name, Title)

Matthew Zang Sr Sales Rep

(Printed Name and Title of Authorized Representative)

10-19-17

(Date)

540-705-7262 / 860-622-6391

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR180000007

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.

Otrs Elevator Co.
Company


Authorized Signature

10-19-17
Date

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

**REQUEST FOR QUOTATION
CRFQ COR180000007
Elevator Maintenance**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Corrections and the Denmar Correctional Center to establish an open-end contract for Elevator Maintenance at the Denmar Correctional Center, located at 4319 Denmar Road, Hillsboro, WV 24946.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Elevator Maintenance”** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.

 - 2.2 “Corrective Maintenance”** is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator system, and testing to ensure that equipment is in proper working order after the repair. **Corrective Maintenance under this contract does not include an individual project that exceeds \$25,000 in total value (including both parts and labor).** Any project that exceeds \$25,000 in total value must be completed through the Purchasing Division’s formal competitive bidding process.

 - 2.3 “Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.

 - 2.5 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
 - 3.1 Elevator Maintenance (Corrective)**
 - 3.1.1** Vendor shall provide Elevator Maintenance in accordance with manufacturer’s recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.

 - 3.1.2** Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.

 - 3.1.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.

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- 3.1.4** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.1.5** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including weekends and Holidays.
- 3.1.5.1** State Holidays are:
- New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)
- 3.1.6** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.1.7** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.
- 3.1.8** Vendor shall not install proprietary controllers or control equipment without the approval of the Agency. If approved, the toll, keyboard, instructions and any other equipment shall become the property of the Agency.
- 3.1.9** Vendor shall furnish and install all parts as necessary to keep the equipment in the best possible working order.
- 3.1.10** At all times, the Vendor shall maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specifications.
- 3.1.11** Vendor shall perform all necessary examinations and adjustments to maintain equipment at the specified manufacturer limits.

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- 3.1.12** Vendor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations or designee for approval.
- 3.1.13** Vendor shall maintain a chronological life file that includes drawings, parts list, wiring diagrams, and a log of all preventative maintenance and repairs.
- 3.1.14** The Agency's main point of contact shall be the Associate Warden of Operations or designee. Vendor shall report and confer with the Associate Warden of Operations or designee prior to performing any work specified in this contract.

3.2 Corrective Maintenance:

- 3.2.1** Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.2.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two (2) hours and must arrive on site to begin performance as soon as possible, but no later than four (4) hours after Vendor is notified of the request. Vendor may only deviate from the required four (4) hour response time with written permission from the Agency.
- 3.2.3** Corrective Maintenance must be performed between the hours of 8:00 A.M. EST. and 4:00 P.M. EST, Monday through Friday, excluding Holidays, unless the Agency approves work at another time. (Holidays are defined in 3.1.5.1 above).
 - 3.2.3.1** Notwithstanding section 3.2.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by Associate Warden of Operations and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.
- 3.2.4** Corrective Maintenance performed under this Contract shall not exceed \$25,000 per project in total cost. Vendor and Agency are prohibited from dividing or planning a series of Corrective Maintenance activities to circumvent this \$25,000 limit.

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Elevator Maintenance**

3.2.5 Parts:

- 3.2.5.1** Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. If the agency feels that the price is above fair market value, then they have the option of purchasing the parts and having the Vendor do the installation. Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.
- 3.2.5.2** Vendor shall maintain a supply or inventory of routinely used replacement parts for the elevator systems utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.
- 3.2.5.3 Third Party Repairs:** Third-party service required to repair parts or components (eg, motor rewinding, etc.) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.
- 3.2.5.4 Disposal:** Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.
- 3.2.5.5 Parts Warranty:** The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

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

- 4.1** Please note that the vendor will not be issued access cards and/or keys on this contract.
- 4.2** Vendor must identify principal service personnel, which will be issued access cards and/or keys to perform service.
- 4.3** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

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- 4.4 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.5 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 4.6 Vendor shall inform all staff of Agency's security protocol and procedures.

5. QUALIFICATIONS:

- 5.1 **Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained elevator systems of the type, character and magnitude currently being utilized by Agency and included on the list of elevator equipment, attached hereto as Exhibit B, on two or more occasions in the last five years. Vendor should provide information confirming its experience prior to contract award.
- 5.2 **Training:** Vendor, or Vendor's employees that will be performing under this contract, shall be trained and/or certified to provide Elevator Maintenance on the equipment located at the Agency's facilities as shown on Exhibit B. Vendor must provide Agency with documentation satisfactory to verify training and certification upon request.
- 5.3 **Factory Authorization:** Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit B.
- 5.4 **Certifications:** Vendor shall ensure that all Elevator Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:
 - 5.4.1 Electricians – West Virginia Electricians License
 - 5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program
 - 5.4.3 West Virginia Contractor's License
- 5.5 **Building Codes:** At a minimum, the Elevator Maintenance shall comply with the current editions of building standards and codes in effect at the time of performance.

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

- 6.1 **Corrective Maintenance Log:** Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the

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Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

- 6.2 Quarterly and Annual Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, etc. associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately. The vendors billable time will not start until signed-in at the facility. The vendors billable time will stop once signed-out at the facility. The facility will not pay for travel time to the facility location.
- 8. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications and that provides the lowest Total Bid Amount on the Exhibit C Pricing Page.
- 8.1 Pricing Pages:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: An hourly labor rate, a parts multiplier, elevator inspection, a safety and full load test, the total labor cost, the total parts cost, the total elevator inspection, the total safety and full load test, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

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

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

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***If submitting through wvOASIS vendor is to enter their Total Bid Amount on the wvOASIS commodity line and must attach their Exhibit C Price Sheet.**

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

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$12,000</u>
<u>Elevator Inspection</u>	x	Each	=	Total Elevator Inspection
<u>\$500</u>	x	<u>1</u>	=	<u>\$500</u>
Safety and Full Load Test	x	Each	=	Total Safety and Full Load Test
<u>\$1,000</u>	x	<u>1</u>	=	<u>\$1,000</u>

Total Bid Amount: \$ 23,500

* Total Cost is calculated by adding the Total Labor Cost, the Total Parts – Percentage Markup, Total Elevator Inspection, and the Total Safety and Full Load Test.

9. ORDERING:

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

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Maintenance performed under this Contract to exceed \$25,000 per project in total cost.

- 9.2 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 of this Contract.**
- 9.3 Issuance of multiple release orders to circumvent the \$25,000 per project limitation on Corrective Maintenance is strictly prohibited.**
- 9.4 Change orders that cause Corrective Maintenance to exceed \$25,000 per project will not be permitted.**

10. BILLING and PAYMENT:

10.1 Corrective Maintenance:

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

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

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

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

11. DEFAULT:

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

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

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

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

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

11.2.1 Cancellation of the Contract.

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

11.2.3 Any other remedies available in law or equity.

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

12. CONDITIONS OF THE WORK

12.1 Permits:

12.1.1 The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

12.2 Security:

12.2.1 Vendor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to reviewing the DOC security and general requirement documents and acknowledging, answering questions concerning the Prison Rape Elimination Act (PREA), and NCIC security background check of any employee of vendor that will be working on-site on the project. Only the awarded vendor will be required to submit the documents after the contract has been awarded.

- No documents from specifications section 12.2.1 are required to be submitted with the bid documents.

12.3 Tools:

12.3.1 Vendor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools

12.4 Submittals (if applicable to the contract):

12.4.1 Product data: Submit submittals on all new items that will be installed on this project.

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12.4.2 Field test reports: Provide complete equipment testing, start-up and system commissioning reports. Test reports must comply with all federal, state, and local testing and code requirements.

12.4.3 Shop drawings: Submit shop drawings for all required information.

12.5 Product delivery, storage, and handling:

12.5.1 Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility.

12.5.2 The DOC facility will not be held accountable for any material orders shipped directly to the facility. The vendor must be present at the facility to receive the order.

12.5.3 The DOC facility will not be responsible for any items that are missing or have been stolen. It is the vendor's responsibility to secure all their tools and materials.

12.5.4 If the vendor stores the material at a location other than at this Facility, additional insurance and pictures of the stored materials are required to be submitted to receive payment on stored materials.

12.5.5 Any materials, which are found to be damaged, shall be removed and replaced at the vendor's expense.

12.6 Existing Conditions:

12.6.1 If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

12.7 Work Hours:

12.7.1 The standard hours of work for this Contract will be Monday thru Friday from 8:00 am. EST. until 4:00 pm. EST. excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's Associate Warden of Operations or designees sole discretion. (see 3.1.6.1 above for State Holidays)

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12.7.2 Vendor should not plan on working at the DOC facility on any holiday recognized by the State of West Virginia. This is due to the reduced amount of DOC facility staff members that would be available to escort the vendor staff.

12.7.3 All work done within the secure area, work times and coordinated areas, will be at the discretion of the DOC facility administration.

12.7.4 If for any reason, the vendor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations or designee.

12.8 Work Sequence:

12.8.1 Schedule and execute work to coordinate with the facilities schedule.

12.9 Use of the premises:

12.9.1 Before beginning work, the vendor must secure approval from the building owner's representative for the following:

12.9.1.1 Areas permitted for personnel parking.

12.9.1.2 Access to the site.

12.9.1.3 Areas permitted for storage of materials and debris.

12.9.1.4 Areas permitted for the location of equipment and any other items needed to do the project.

12.10 Building Site:

12.10.1 The vendor shall use reasonable care and responsibility to protect the building and site against damages. The vendor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work.

12.10.2 The vendor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

12.10.3 During the vendor's performance of the work, the Facility owner will continue to occupy the existing building and daily operations. The vendor shall take precautions to prevent the spread of dust and debris, particularly where such

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material may sift into the building. The vendor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

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

12.11 Cleanup:

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

12.12 Safety:

- 12.12.1** The vendor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the vendor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.
- 12.12.2** The Vendor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

12.13 Workmanship:

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

12.14 Quality assurance:

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

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12.15 Warranty:

12.15.1 Provide a one (1) year warranty on each preventative and corrective maintenance including parts and labor from the date of completed installation.

12.15.2 Minimum requirements of the Manufacturer's warranty on equipment and material.

13. MISCELLANEOUS:

13.1 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: Matthew Zang

Telephone Number: 540-705-7262

Fax Number: 860-622-6391

Email Address: Matthew.Zang@otis.com

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EXHIBIT A – CORRECTIVE MAINTENANCE

Maintenance and Repair Activities Include:

1. Corrective Maintenance:

- 1.1 Corrective maintenance on all elevators:** Vendor must complete corrective maintenance on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. The corrective maintenance of two (2) elevators located at Agency's facility.
- 1.2** Vendor shall comply with all federal, state, and local regulations, as well as maintain compliance with *American Standard Safety Practices for the inspection of Elevators, A 17.2--ASA* and *American Standard Safety Code for Elevators, a 17.1--ASA*. Vendor will assure compliance with newly issued or revised standards.

2. Testing

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

**REQUEST FOR QUOTATION
CRFQ COR1800000007
Elevator Maintenance**

3. Entrapment:

3.1 Emergency Entrapment: Vendor must arrive onsite as soon as possible to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as corrective maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.

4. System Restart:

4.1 System Restart: Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline as corrective maintenance. This provision does not include mechanical repairs, which will be completed as corrective maintenance.

**REQUEST FOR QUOTATION
CRFQ COR1800000007
Elevator Maintenance**

EXHIBIT B – AGENCY FACILITIES AND UNITS

1. Facility Location: Denmar Correctional Center, 4319 Denmar Road, Hillsboro, WV 24946

1.1 There are two (2) passenger elevators and they are listed below:

1.1.1 ELEVATOR - #1 (Old Wing - Kitchen Area):

- Serial No# 201566
- Type Elevator/Traction
- Make Otis
- Capacity 2,000
- Landings 5
- Installed 1938
- Modified 1982

1.1.2 ELEVATOR #2 (New Wing – Across from Control Room)

- Serial No# C-21575
- Type Elevator/Traction
- Make Dover
- Capacity 4,000
- Landings 6
- Installed 1966

**REQUEST FOR QUOTATION
CRFQ COR1800000007
Elevator Maintenance**

EXHIBIT C - PRICING PAGE

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>726.00</u>	x	100	=	\$ <u>72,600.00</u>

Parts:

Parts Multiplier	x	Multiplier	=	Total Parts Multiplier
\$5,000.00	x	<u>30%</u>	=	\$ <u>6,500.00</u>

Inspections:

Elevator Inspection	x	Each	=	Total Elevator Inspection
\$ <u>2,000.00</u>	x	1	=	\$ <u>2,000.00</u>

Testing:

Safety and Full Load Test	x	Each	=	Total Safety and Full Load Test
\$ <u>8,000.00</u>	x	1	=	\$ <u>8,000.00</u>

Total Bid Amount * \$ 89,100.00

* Total Cost is calculated by adding the Total Labor Cost, the Total Parts – Percentage Markup, Total Elevator Inspection, the Total Safety and Full Load Test, and the Total Current Issues.

*If submitting through wvOASIS vendor is to enter their Total Bid Amount on the wvOASIS commodity line and must attach their Exhibit C Price Sheet.

Added additional pricing page for
clarification. 2 pgs - MZ

Item	Description	Estimated Quantity	Unit of Measure	Amount	Extension
1	Monthly Maintenance and Service	12	Months	\$ 1,300.00	\$ 15,600.00
2	Hourly Rate for Repairs - During Business Hours	10	Hour	\$ 726.00	\$ 7,260.00
3	Hourly Rate for Repairs - Evenings ,Holidays, and Weekends	10	Hour	\$ 1,452.00	\$ 14,520.00
4	Percentage Markup on Parts and Materials	\$5,000	Percent	30%	\$ 6,500.00
5	Inspections	4	Inspections / year	\$ 500.00	\$ 2,000.00
6	Testing - 5 Year Tests	2	Tests	\$4,000.00	\$ 8,000.00
7	Testing - Annual Safety Test	6	Tests	\$1,750.00	\$ 10,500.00

1 Monthly fee for preventative maintenance

2 Hourly rate for regular time repairs

3 Hourly rate for OT/Holiday repairs

4 Material percentage mark up

5 Each elevator needs to be inspected twice per year, total of 4 inspections @ \$500.00 per inspection = \$2,000.00

6 Once every 5 years, traction cars need a full load test. During the term of this contract, both elevators are required to under go these tests. Pricing is \$4,000.00 per test x 2 tests = \$8,000.00

7 Once every year (excluding the 5th) traction cars need a safety test. During the term of this contract, both elevators are required to undergo these tests. Pricing is \$1,750.00 per test x 6 tests = \$10,500

Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302
Mobile: 540-705-7262 | eFax: 860-622-6391
Email: matthew.zang@otis.com



October 19, 2017

Denmar Correctional Facility

Dear Customer:

It is our understanding that this contract is for preventative maintenance as well as corrective maintenance. For preventative maintenance procedures, the charge will be \$1,300.00 per month.

If there is to be no preventative maintenance, and ONLY corrective maintenance, this line item is waived.

Thank you very much for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew J. Zang", written over a horizontal line.

Matthew J. Zang
Account Manager
Otis Elevator Company

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Otis Elevator Company

Authorized Signature: _____ Date: 8-30-17

State of VA

County of Roanoke, to-wit:

Taken and sworn to before me this 30th day of August, 2017

My commission expires 1/31, 2018.

NOTARY PUBLIC [Signature]

