



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

State of West Virginia  
 Centralized Request for Quote

RECEIVED  
 09/13/21 14:23:20  
 WV Purchasing Division

<b>Proc Folder:</b> 931424			<b>Reason for Modification:</b>
<b>Doc Description:</b> Elevator Maintenance and Repairs			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-30	2021-09-14 13:30	CRFQ 0613 VNF2200000002	1

**BID RECEIVING LOCATION**

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


**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** West Virginia Elevator  
**Address :** 4784 Chimney Drive  
**Street :** Charleston, WV 25302  
**City :**  
**State :** **Country :** **Zip :**

**Principal Contact :** Dustin Borch  
**Vendor Contact Phone:** 304 881 1383 **Extension:**

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

**Vendor Signature X**  **FEIN#** 84-3785881 **DATE** 9/14/21

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the WV Veterans Nursing Facility to establish an open-end contract for Elevator Maintenance at the Agency location Freedoms Way, Clarksburg, WV. 26301. per the bid requirements, specifications and terms and conditions that are apart of the solicitation as attached hereto, see attached pricing page.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY  CLARKSBURG WV US		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY  CLARKSBURG WV US	

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

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

Elevator Maintenance Contract for the WVVNF

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 10:00 am	2021-09-03

	Document Phase	Document Description	Page
VNF220000002	Final	Elevator Maintenance and Repairs	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**REQUEST FOR QUOTATION – CRFQ VNF22\*02**  
**Elevator Maintenance**

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- 12.2.1 Cancellation of the Contract.
- 12.2.2 Cancellation of one or more release orders issued under this Contract.
- 12.2.3 Any other remedies available in law or equity.

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

**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:** Dustin Beck

**Telephone Number:** 304 550 9285

**Cell Number:** 304 550 9285

**Fax Number:** 304 381 4444

**Email Address:** wellevator@gmail.com

**REQUEST FOR QUOTATION – CRFQ VNF22\*02**  
**Elevator Maintenance**

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**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>502.00</u>	x	12	=	\$ <u>6,984.00</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>180.00</u>	x	200	=	\$ <u>36,400.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.05</u>	=	\$ <u>10,500.00</u>

**Total Cost \***      \$ 53,884.00

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



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

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

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

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

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

Printed Name: CHRISTOPHER J BRADLEY  
 Signature: [Handwritten Signature]  
 Title: MANAGER  
 Company Name: WV ELEVATOR  
 Date: 9-13-21

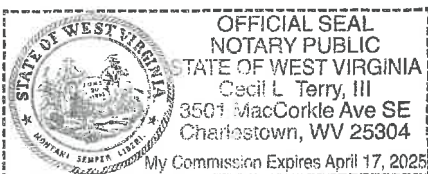
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Taken, subscribed and sworn to before me this 13 day of SEPT, 2021.

By Commission expires 4/17/2025

(Seal)



[Handwritten Signature]  
 (Notary Public)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

**Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_;

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

*Revised June 8, 2018*



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: WV ELEVATOR

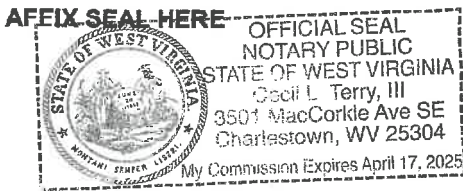
Authorized Signature: [Signature] Date: 9-13-21

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 13 day of SEPT, 2021.

My Commission expires 4/17, 2025.



NOTARY PUBLIC [Signature]

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 3Phase Excel Elevator, LLC dba West Virginia Elevator of Charleston, West Virginia, as Principal, and Argonaut Insurance Company of Houston, Texas, a corporation organized and existing under the laws of the State of Illinois with its principal office in the City of Houston, TX, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance and Repairs at Division of Veteran Affairs, Veteran's Nursing Facility, 1 Freedoms Way, Clarksburg, WV

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 14th day of September, 2021.

Principal Seal

3Phase Excel Elevator, LLC dba West Virginia Elevator  
(Name of Principal)

By [Signature]  
(Must be President, Vice President, or Duly Authorized Agent)  
Manager  
(Title)

Surety Seal

Argonaut Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Lindsey Holby

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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

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

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

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

\$95,000,000.00

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

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

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

Argonaut Insurance Company



by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

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

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



*Kathleen M. Meeks*

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of September, 2021.



\_\_\_\_\_

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

