



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
Service - Prof

Proc Folder: 2013615

Doc Description: Construction - Elevator Maintenance - WV Guard Statewide

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-14	2026-08-27 13:30	CRFQ 0603 ADJ2700000003	1

BID RECEIVING LOCATION

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

RECEIVED
JUL 16 25 PM 15

VENDOR

Vendor Customer Code: VC0000120417

Vendor Name : Specialized Elevator DBA West Virginia Elevator

Address : 4784

Street : Chimney Drive

City : Charleston

State : WV

Country : United States

Zip : 25302

Principal Contact : Grant Murphy

Vendor Contact Phone: 304-542-8226

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor

Signature X *Grant Murphy*

FEIN# 04-3360900

DATE 8/24/2027

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

ADDITIONAL INFORMATION

Construction
(Elevator Maintenance - WV National Guard Locations Statewide)

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard (WVARNG), Construction & Facilities Management Office (CFMO) to establish a contract for Elevator preventive and corrective maintenance across at all WV National Guard Facilities, per the attached documents

XX

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive,
Charleston, WV 25311
July 29, 2026, at 10:00 am EST.

XX

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR				CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Exhibit C Pricing Pages				

Comm Code	Manufacturer	Specification	Model #
72154010			

Extended Description:
Use Exhibit C Pricing Pages

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Prebid Meeting At 10:00 Am EST.	2026-07-29
2	Vendor Technical Questions Due By 11:00 Am EST.	2026-08-17

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive,
Charleston, WV 25311
July 29, 2026, at 10:00 am EST.

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Submission Deadline: August 17, 2026 11:00 AM EST

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

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

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

VENDOR NAME: Specialized Elevator DBA West Virginia Elevator

BUYER: David Pauline , Senior Buyer

SOLICITATION NO.: CRFQ 0603 ADJ2700000003

BID OPENING DATE: 8/27/2026

BID OPENING TIME: 13:30

FAX NUMBER: ----

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

Bid Opening Date and Time: August 27, 2026, 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 Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

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

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

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

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

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive^{one (1) year} year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ^{(three) 3 Years} _____), and continues until the project for which the vendor is providing oversight is complete.

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

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

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

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

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

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

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

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

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

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

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

☒ Electricians - WV Electricians License

☒ NEIEP Certification or Equal

☒ WV Contractor's License

☐

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

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

Vendor must maintain:

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

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

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

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

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

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

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

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

☐☐☐☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

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

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____



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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
no subcontractors will be used	

Attach additional pages if necessary

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

(Printed Name and Title) Grant Murphy , Sales Account Manager

(Address) 4784 Chimney Drive, Charleston , WV 25302

(Phone Number) / (Fax Number) 304-881-1383

(email address) gmurphy@wvelevator.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Specialized Elevator DBA West Virginia Elevator

(Company)

Grant Murphy

(Signature of Authorized Representative)

Grant Murphy

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

304-542-8226

(Phone Number) (Fax Number)

gmurphy@wvelevator.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ27*03
Elevator Maintenance and Repairs

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard, Construction and Facilities Management Office to establish a multi-vendor award, open-end contract for elevator maintenance and repair services at West Virginia National Guard facilities across the state. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

Vendor is required to field verify equipment at each building during the two-week period following the pre-bid meeting. A list of contacts to schedule site visits will be provided at the pre-bid (See Exhibits B & C for this information).

- 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 “ASME” means the American Society of Mechanical Engineers. Reference <https://www.asme.org>

2.2 “Competent Mechanic” Shall be defined as a mechanic, technician or other employee of the Contactor who meets the minimum qualifications necessary to perform the work under this Contract as outlines in Section 3.

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

2.4 “Elevator Maintenance” means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.

2.5 “EPA” means the Environmental Protection Agency and the West Virginia Department of Environmental protection, in reference to the Federal, State, and Local levels of government. Reference www.epa.gov/ and www.dep.wv.gov/.

2.6 “MCP” means Maintenance Control Program, in accordance with ASME A17.1/CSA B44 Safety Code requirements.

2.7 “NEIEP” means National Elevator Industry Educational Program.

REQUEST FOR QUOTATION – CRFQ ADJ27*03
Elevator Maintenance and Repairs

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

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

2.10 “WVNG” means the West Virginia National Guard

3. PERFORMANCE REQUIREMENTS: Vendor shall provide WVNG Facilities, listed on Exhibit B, with Elevator Maintenance outlines under this contract on an open-end and continuing basis.

3.1 Elevator Maintenance (Preventive and Corrective) provided shall be in accordance with ASME A17.1/CSA B44, as amended, for all facilities bid by Vendor on Exhibit C, and as coordinated with the facility Point of Contact as listed on Exhibit B.

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.

3.1.4 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

3.1.5 Equipment, testing, tools, cleaning supplies, accessories, components, parts, and installations, as required and necessary for the completion of services under this Contract, must be provided by Vendor and shall be considered incidental and at Vendor’s expense. Vendor should incorporate any such costs in its bid pricing.

REQUEST FOR QUOTATION – CRFQ ADJ27*03
Elevator Maintenance and Repairs

- 3.1.6** Elevator units must be returned to working order within a 24-hour period. Any Elevator Maintenance requiring a unit to be out of service for more than a 24-hour period will require written approval by the facility Point of Contact, as listed on Exhibit B. Requests must be documented and include a description of the service required and the estimated time the elevator unit will be out of service.
- 3.1.7** 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.
- 3.1.8** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.9** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.1.10** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

3.2 Preventive Maintenance:

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

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3.3 Corrective Maintenance:

3.3.1 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.

3.3.2 Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four hour response time with written permission from the Agency.

3.3.3 Corrective Maintenance must be performed between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.

3.3.3.1 Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by Facilities Maintenance Supervisor and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

3.3.4 Parts:

3.3.4.1 Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$5,000 Freight charges for parts are not permitted. See section 10.2.2. for more detail on freight charges.

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

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authorized parts suppliers of the appropriate equipment manufacturer.

3.3.4.3 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.

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

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

3.4 Safety Checks and Tests

3.4.1 Inspection and Testing shall be in accordance with Section 1001 of ANSI A1 7.1 and in accordance with all current state and federal laws, codes, or regulations. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Vendor may be held responsible for damage to the elevator or building if tests are not conducted properly, in accordance with the West Virginia Department of Labor guidelines and approved inspection services

3.4.2 All 5-year Full load safety tests, all annual no-load safety tests, and all hydraulic relief tests shall be arranged and performed by the Vendor. Vendor shall file the proper tags and forms with the Division of Labor.

3.4.3 This Contract shall also require the Vendor to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector; WV approved third party inspector and/or designated West Virginia elevator consultant.

3.4.4 Vendor shall have thirty (30) days to correct any inspection deficiency identified by the Division of Labor, third-party inspector, elevator consultant or Agency, or to obtain a waiver from the Division of Labor, or to acquire written Agency approval to not complete the correction. Thirty days begins upon notification being issued to the Vendor by any of these parties.

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- 3.4.5** Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.
- 3.4.6** The Vendor shall maintain a minimum 80% passing rate for inspection of all elevators currently in service during any annual period.
- 3.4.7** The Vendor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Vendor shall be responsible for coordinating and scheduling all inspections with the third-party vendor.
- 3.4.8** Monthly, the Vendor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.
- 3.4.9** When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly by Vendor to ensure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.
- 4. FACILITIES ACCESS:** The facilities identified in this contract may require access cards and/or keys to gain entrance.
- 4.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 4.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 4.5** Vendor shall inform all staff of Agency's security protocol and procedures.

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5. QUALIFICATIONS:

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

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

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

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

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.4.3 WV Contractor's License

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

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

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

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

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

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

8. CONTRACT AWARD: This Contract will be awarded to the Vendor(s) who meet the required specifications and provide the lowest total overall cost per location and/or per manufacturer on EXH C. **Vendor should provide with their bid any Terms and Conditions that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before Purchase Order is Issued.**

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

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

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

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

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$2,400</u>
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>
Total Cost				<u>\$ 24,400</u>

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

9. ORDERING:

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

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor’s commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor’s quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to

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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 Maintenance performed under this contract to exceed \$50,000 per project in total cost.**

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

10. CONTRACT VALUE LIMIT

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

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

11. BILLING / PAYMENT:

The WV Adjutant Generals Office, due to computer network security restrictions, is unable to use a third-party payment system online. This agency will only pay with the P-Card over the phone.

DUE TO WVARNG SECURITY PROTOCOLS, VENDOR MUST ACCEPT PAYMENTS BY PHONE, CHECK, OR EFT. THE WVARNG WILL NOT REMIT PAYMENTS BY WAY OF THIRD-PARTY SOFTWARE.

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

11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours 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

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Maintenance on a separate invoice provided the work has been completed.

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

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

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

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

11.3.1. Master Contract Number , individual Delivery Order Number associated. Agency shall pay per rates established, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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11.3.2 Per the Auditors office – vendors may not charge more than a four percent (4%) payment card surcharge. The surcharge must be identified as a separate line on the invoice submitted for payment.

Invoices shall be mailed to:

WV Army National Guard
Construction & Facilities Management Office
Attn: Accounts Payable
1707 Coonskin Drive
Charleston, WV 25311

12. DEFAULT:

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

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

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

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

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract

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

12.2.3 Any other remedies available in law or equity.

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

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EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. **Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, but are not limited to
 - i. Check machine room doors are all self-closing and self-locking.
 - ii. Ensure all lights and AC are working in the elevator room.
 - iii. Ensure all shunt trip breaker lights are working.
 - iv. Service & Testing are present and up to date, including fire alarms, smoke detectors, emergency power.
 - v. Check phone and intercom for proper operation.
- b. Including an organized examination or formal evaluation of elevators and these parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws. Contractor must examine all suspension ropes, compensation reports and governor lines and change as needed per code.

2. Testing

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

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corrective maintenance and completed in accordance with the requirements of this contract. Contractor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must include emergency lights, alarms, telephones, fire recall and emergency recall.

- b. **Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep elevators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

3. Entrapment

- a. **Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.

4. System Restart

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

6. Preventative Maintenance

- a. Contractor must examine, lubricate, adjust, and as needed or if usage mandates, repair or replace the following basic components. Controller components: resistors, timers, fuses, overloads, minor contacts, wiring coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door opening devices, door gibbs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, switches, door protection devices, and alarm bells. In addition, the following major components are included in the preventative maintenance, exposed piping in the machine room and hoistway, motor, PC Boards, pump unit, solid state devices, contactors, and valve rebuilds.

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7. Machine Rooms:

- a. Controllers, Hoist Motors, Generators, shall be kept clean of dirt, dust, and oil. Seals shall be changed as needed to prevent leakage. Brushes changed on an as- needed basis to prevent commutator damages. Refill gear cases and guide lubricators. Oil reservoirs shall be kept properly sealed to prevent leakage. Vendor shall use lubricants recommended by the manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.

8. Hoistway

- a. Contractor must clean all hoistways annually. Hoistway doors, tracks, hangers, Guide shoes or rollers and relating cables shall be changed as needed. Must lubricate guide rails except for roller guide installations. All overhead Sheaves shall be lubricated bi-annually. All pits shall be cleaned as needed. All compensating sheaves, cables, chains and bearing shall be properly cleaned and lubricated; Car tops shall be cleaned bi-annually.

9. Hydraulic Elevator:

- a. Pit drip buckets must be emptied regularly to prevent overflow. If a 5-gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil

10. Car Speeds:

- a. At all times, the Vendor shall maintain efficiency, speed and safety for the elevator as designated by the original manufacturer. This includes acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.

11. Door Speeds:

- a. All door opening and closing speeds are thrust shall be maintained.

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12. Fire Services:

- a. When fire service is present it shall be tested every 30 days and recorded in the machine room. This includes emergency lights, alarms, telephones, fire recall and emergency recall. Vendor shall properly note the date on the chart in the elevator machine room.

13. Suspension, Comp Ropers, and Governor Lines:

- a. All suspension ropes, compensating ropes, and governor lines shall be examined and equalized and changed by code. Replacement ropes shall meet all code requirements and shall be equal or better than the original ropes in design, material, construction, and strength as specified by the elevator manufacturer.

14. Vendor shall place or make corrections to the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons:

- a. Hoisting machines and machine brakes.
- b. Motor generators or solid-state motor drives, and starters.
- c. Transformers, and filters.
- d. Control, selector, dispatch, signal, and relay panels.
- e. Hoisting motors, selector motors and drives.
- f. Tension frames, and magnet frames.
- g. Worms, gears, bearings, thrusts, and rotating elements.
- h. Brakes, coils linings, shoes, and pins.
- i. Brushes, commutators, windings, and coils.
- j. Contacts, relays, resistors, and transistors.
- k. Solid-state panels, boards, and control devices.
- l. Computers, PLC' s, and video monitors.
- m. PLC's software and hardware.
- n. Hydraulic power units, pumps, and valves.
- o. Operating valves, manual and automatic.
- p. Pistons and their packing.
- q. Mufflers and silencers.
- r. Pipe and pipe fittings located above ground.
- s. Control wiring, electric wiring, and fuses.
- t. Hydraulic fluid.
- u. Hydraulic fluid reservoirs, and heater for oil reservoirs.
- v. Guide shoes and rollers.
- w. Control cables, wire ropes and cables.
- x. Hoisting and governor cables and their fastenings.

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- y. Drive, governor, deflector and compensating sheaves and their contacts.
- z. Car and counterweight safeties.
- aa. Overspeed governors.
- bb. Buffers and their contacts.
- cc. Limit, landing, leveling and slow-down switches, and emergency lowering devices.
- dd. Anti-creep devices.
- ee. Operating buttons and switches, including key type.
- ff. Hatch door interlocks and gate and door contacts.
- gg. Door and gate operating equipment, and grates.
- hh. Door protective devices.
- ii. Load weighting and dispatching devices.
- jj. Compensating cables or chains
- kk. Position and speed encoders.
- ll. Indicator lamps and indicator LEDs
- mm. Car station telephones
- nn. Batteries for all equipment.
- oo. Remote monitoring devices.
- pp. Cylinders and casing.
- qq. Hoistway gates, doors, frames, and sills.
- rr. Hoistway enclosures
- ss. Emergency car lights.
- tt. Car enclosures including wall panels, ceiling diffusers, door gates, ventilation equipment, handrails, and mirrors.
- uu. Cover plates for signals, signal bells and signal systems.
- vv. Music systems, car heaters and/or air conditioners
- ww. Communication systems (intercoms), telephone cables.
- xx. Smoke and heat sensors
- yy. Main line power switches breaker, and feeders to elevator control equipment.

15. Miscellaneous

- a. Initially, after the Award of the contract, contractor shall perform the following, adjust and maintain elevators at specified speed, adjust or replace all safety devices, including governors, and examine and equalize tension of all ropes in accordance with manufacturer's specifications.

16. Appearance features of elevator operations shall be covered to the same extent as any other mechanical features of the elevators. Vendor shall be required to maintain hall buttons, alarms, emergency telephone equipment, lamps, and fixtures (including car lighting), car operating panels, buttons and lamps, position indicators and lamps and

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legally required public signage (e.g., ADA, NFPA, DOL certificate). Vendor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency.

17. **Excluded** Shall be:

- a. Carpets and applied floor covering.
- b. Underground piping for hydraulic elevators and any enhancements to existing
- c. Buried cylinders and casings.

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

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EXHIBIT B – AGENCY FACILITIES AND UNITS

Location	Buckhannon	Charleston	
Location Description	Buckhannon Readiness Center	Charleston Armory	Charleston Annex
Address	Buckhannon National Guard Armory 929 Brushy Fork Road Buckhannon, WV 26201	Charleston Armory 1703 Coonskin Drive Charleston, WV 25311	Charleston Armory 1740 Coonskin Drive Charleston, WV 25311
Point of Contact	Jaime Layman: 304-561-6074 304-613-8489 (c)	Steve Holstein: 304-561-6628 304-201-6019 (c) Mike Lowry 304-550-0701(c)	
Elevator Number	EV0003683	EV0003328	EV0033258
Serial Number	G9818	EH0748	E-F8604
Model Number	3300	00-590AF2	590AF3
Capacity	3500	2500	2100
Manufacturer	Schindler Elevator Corp	Dover	Dover
Manufacturer ID			
Make	Schindler	Dover	Dover
Type	Elevator/Traction	Hydraulic	Hydraulic
Installation Year	2014	1997	1996

Location	Charleston ANG	Charleston ANG
Location Description	Charleston ANG Bldg 141	Charleston ANG Bldg 421
Address	1679 Coonskin Dr. Charleston, WV, 25311	1679 Coonskin Dr. Charleston, WV, 25311
Point of Contact	Jason Adkins 304-341-6609	Jason Adkins 304-341-6609
Elevator Number	EV0003101	EV0003510
Serial Number	EC-9853	133981
Model Number	EP-80-25	EV16
Capacity	3500	1400
Manufacturer	DOVER	National Wheelovator
Manufacturer ID	DMC-I	TK
Make	DOVER	TK ACCESS
Type	Hydraulic	LULA
Installation Year	1992	2011

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EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

Location	Fairmont	Glen Jean	Kingwood
Location Description	Fairmont AFRC	Glen Jean AFRC	Mountaineer Challenge Academy - North
Address	Fairmont AFRC 201 Artillery Dr. Fairmont, WV 26554	Glen Jean AFRC 409 Wood Mountain Rd. Glen Jean, WV 25846	Camp Dawson PO Box 586 Kingwood, WV 26537
Point of Contact	Bob Branham 304-290-4942	Dusty Wilson 304-698-8222	Caleb Piriano 304-282-7448 Phil Schoolcraft 301-616-7706
Elevator Number	EV003586	EV003002	
Serial Number	U548210	A4437	20300944
Model Number	LD-03	3000	
Capacity	4000	2500	3500
Manufacturer	TKE	Schindler Elevator Corporation	Kone
Manufacturer ID	EAT831		
Make	THYSSEN-KRUPP	Schindler	Kone
Type	Hydraulic	Hydraulic	Electric Pass/Trac
Installation Year	2013	2002	2010

Location	Kingwood			
Location Description	RTI Building CAR #1 (by Front Desk)	RTI Building CAR #2 (by Front Desk)	New RTI Building (South)	Old RTI Building
Address	TSC / Camp Dawson 1001 Army Rd. Kingwood, WV 26537			
Point of Contact	Caleb Piriano: 304-282-7448 / Phil Schoolcraft: 301-616-7706			
Elevator Number		EV0003533	EV0003533	EV0003533
Serial Number	20300944	F4671-02	F4667-03	
Model Number				
Capacity	3500	2500	3500	4500
Manufacturer	Kone	Schindler Elevator Corporation	Schindler Elevator Corporation	Schindler Elevator Corporation
Manufacturer ID				
Make	Kone	Schindler	Schindler	Schindler
Type	Electric Pass/Trac	Hydraulic	Hydraulic	Hydro MPH II
Installation Year	2010	2011	2011	2000

Revised 06/08/18

REQUEST FOR QUOTATION – CRFQ ADJ27*03
Elevator Maintenance and Repairs

EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

Location	Kingwood		Martinsburg
Location Description	A1001 Operation Building	Multi-Purpose Building	Bldg. 304
Address	TSC / Camp Dawson 1001 Army Rd. Kingwood, WV 26537		222 Sabre Jet Blvd Martinsburg, WV 25405
Point of Contact	Caleb Piriano: 304-282-7448 Phil Schoolcraft: 301-616-7706		CSMSGT Matt Laign 304-616-5217
Elevator Number	EV0003533		1
Serial Number	F4668	20341779	
Model Number			S-400-A
Capacity	3500	3500	3000 lbs
Manufacturer	Schindler Elevator Corporation	Kone	Schindler
Manufacturer ID			B7376-01
Make	Schindler	Kone	Schindler
Type	Hydraulic	Electric Pass/Trac	Cable
Installation Year	2012	2012	2005

Location	Martinsburg	Martinsburg	Martinsburg
Location Description	Bldg. 309	Bldg. 206	Bldg. 119
Address	222 Sabre Jet Blvd Martinsburg, WV 25405	222 Sabre Jet Blvd Martinsburg, WV 25405	222 Sabre Jet Blvd Martinsburg, WV 25405
Point of Contact	CSMSGT Matt Laign 304-616-5217	CSMSGT Matt Laign 304-616-5217	CSMSGT Matt Laign 304-616-5217
Elevator Number	TKE-4AL20	1-EV0003223	1-EV0003223
Serial Number	EAB108	EX4966	20691
Model Number	TAC20-03	TAC-20	V3MA
Capacity	2500lbs	2500lbs	2500lbs
Manufacturer	TKE	TKE	Virginia Controls
Manufacturer ID	EAB108	EX4966	
Make	TKE	TKE	Virginia Controls
Type	Hydraulic	Hydraulic	Hydraulic
Installation Year	2009	2008	2013

REQUEST FOR QUOTATION – CRFQ ADJ27*03
Elevator Maintenance and Repairs

EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

Location	Martinsburg	Montgomery	Montgomery	Williamstown
Location Description	Bldg. 307	MCA South Maclin Hall- WVU Tech Montgomery Campus	MCA South Tech Center Bldg. Dining Hall & Kitchen	Williamstown Readiness Center
Address	222 Sabre Jet Blvd Martinsburg, WV 25405	MCA South – Maclin Hall 406 Fayette Pike Montgomery WV 25136		Williamstown Readiness Center 285 Aviation Drive
Point of Contact	CSMSGT Matt Laign 304-616-5217	Richard Hensley 304-981-0028		Bob Branham 304-290-4942
Elevator Number	1-EV2576	EV0004047	EV0004047	Bob Branham:
Serial Number	EV2576	D5054	EX2113	304-290-4942
Model Number	TAC20			EV0002999
Capacity	2500lbs	2500	2100	A4474-01
Manufacturer	TKE	Otis Elevator	Thyssen / Krupp	
Manufacturer ID	EV2576			4500
Make	TKE	Schindler	Thyssen / Krupp	Schindler Elevator Corporation
Type	Hydraulic	Hydraulic	Hydraulic	
Installation Year	2006	2007	2007	

REQUEST FOR QUOTATION
Elevator Maintenance and Repairs

EXHIBIT C - PRICING PAGES

Vendor Name:

Specialized Elevator DBA WV ELEVATOR

INSTRUCTIONS:

Please mark an "X" beside the Service Location(s) that will correspond with bid pricing entered below.

If bid pricing will differ by location and/or by manufacturer, please submit a separate EXH C to indicate those locations and their corresponding bid prices.

Vendor Pricing Page #

1

 of

2

Elevator Manufacturer	Elevator Locations	
Dover	Charleston, WV	X
Kone	Kingwood, WV	X
OTIS Elevator	Montgomery, WV	X
Virginia Controls	Martinsburg, WV	
Schindler	Kingwood, WV	X
	Williamstown, WV	X
	Glen Jean, WV	X
	Buckhannon, WV	
	Martinsburg, WV	
Thyssen-Krupp	Fairmont, WV	X
	Montgomery, WV	X
	Martinsburg, WV	
National Wheelovator	Charleston, WV	X

Preventive Maintenance

Monthly Charge

\$ 3,500.00

x 12 months

Total Yearly Charge

\$ 42,000.00

Corrective Maintenance

Hourly Labor Rate

\$ 260.00

x 200 Estimated Hours

Total Labor Cost

\$ 52,000.00

Estimated Parts Cost

\$10,000.00

Multiplier

x 1.20

Total Parts Cost

\$ 12,000.00

Total Cost

Yearly Charge + Labor Cost + Parts Cost

\$ 106,000.00

Revised 06/08/18

Credit card processing fee 3 %

REQUEST FOR QUOTATION
Elevator Maintenance and Repairs

EXHIBIT C - PRICING PAGES

Vendor Name:

Specialized Elevator DBA WV Elevator

INSTRUCTIONS:

Please mark an "X" beside the Service Location(s) that will correspond with bid pricing entered below.

If bid pricing will differ by location and/or by manufacturer, please submit a separate EXH C to indicate those locations and their corresponding bid prices.

Vendor Pricing Page #

	of	

Elevator Manufacturer	Elevator Locations	X
Dover	Charleston, WV	
Kone	Kingwood, WV	
OTIS Elevator	Montgomery, WV	
Virginia Controls	Martinsburg, WV	
Schindler	Kingwood, WV	
	Williamstown, WV	
	Glen Jean, WV	
	Buckhannon, WV	X
	Martinsburg, WV	
Thyssen-Krupp	Fairmont, WV	
	Montgomery, WV	
	Martinsburg, WV	
National Wheelovator	Charleston, WV	

Preventive Maintenance

Monthly Charge

\$ 400.00

x 12 months

Total Yearly Charge

= \$ 4,800.00

Corrective Maintenance

Hourly Labor Rate

\$ 260.00

x 200 Estimated Hours

Total Labor Cost

= \$ 52,000.00

Estimated Parts Cost

\$10,000.00

Multiplier

x 1.20

Total Parts Cost

= \$ 12,000.00

Total Cost

Yearly Charge + Labor Cost + Parts Cost

= \$ 68,800.00

Revised 06/08/18

Credit card processing fee 3 %



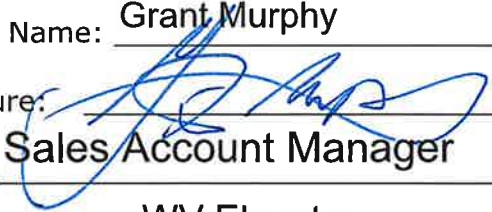
State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Grant Murphy, after being first duly sworn, depose and state as follows:

1. I am an employee of WV Elevator; and,
(Company Name)
2. I do hereby attest that WV 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: Grant Murphy
 Signature: 
 Title: Sales Account Manager
 Company Name: WV Elevator
 Date: 8/3/2026

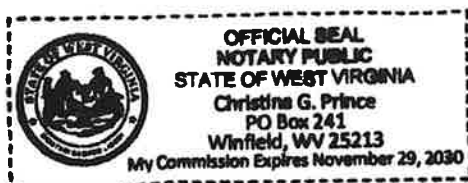
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 3rd day of August, 2026.

By Commission expires Nov 29, 2030

(Seal)



Christina G Prince
 (Notary Public)

Agency N/A
REQ.P.O#

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Specialized Elevator dba West Virginia Elevator
of Charleston , WV , as Principal, and Nationwide Mutual Insurance Company
of Columbus , OH , a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Columbus , 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
CRFQ 0603 ADJ270000003 West Virginia National Guard Elevator Maintenance

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 7th day of August, 2026.

Principal Seal

Specialized Elevator dba West Virginia Elevator
(Name of Principal)

By: W. Allen Bania
(Must be President, Vice President, or
Duly Authorized Agent)

BRANCH MANAGER
(Title)

Surety Seal

Nationwide Mutual Insurance Company
(Name of Surety)

By: Lisa A Pless
Lisa A Pless 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.

**NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES**

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

	December 31,	
(in millions)	2025	2024
Admitted assets		
Invested assets		
Bonds	\$ 21,214	\$ 20,744
Stocks	12,002	11,138
Mortgage loans, net of allowance	1,624	1,771
Owner occupied real estate, at cost (less accumulated depreciation of \$331 and \$350 as of December 31, 2025 and 2024, respectively)	254	263
Cash, cash equivalents and short-term investments	494	134
Other invested assets	7,112	6,889
Total invested assets	\$ 42,700	\$ 40,939
Premiums in course of collection	4,081	4,069
Corporate-owned life insurance	1,756	1,655
Deferred federal income tax asset	1,235	1,690
Other assets	1,634	1,639
Total admitted assets	\$ 51,406	\$ 49,992
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	\$ 15,705	\$ 16,890
Unearned premiums	7,622	7,792
Accrued expenses and taxes, other than federal income taxes	773	657
Agents' security compensation plan reserve	586	634
Other liabilities	3,199	3,084
Total liabilities	\$ 27,885	\$ 29,060
Surplus		
Surplus notes, net of unamortized issue discount of \$7 as of December 31, 2025 and 2024	\$ 3,148	\$ 3,147
Unassigned surplus	20,373	17,785
Total surplus	\$ 23,521	\$ 20,932
Total liabilities and surplus	\$ 51,406	\$ 49,992

Certification

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2025 and 2024 to the best of my knowledge and belief.

Jamie Train

Jamie Train



Lauren Garverick
Notary Public, State of Ohio
Commission #: 2025-RE-891568
My Commission Expires 06-16-30

STATE OF OHIO
COUNTY OF FRANKLIN

Sworn to (or affirmed) and subscribed before me
this 11th day of March, 2026, by Jamie Train

Lauren Garverick Lauren Garverick
Notary Public's Signature Notary Name
Personally Known X OR
Type of Identification Produced _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
AUTUMN SCHNEIDER; BROOKE GORDON; DANIELLE JOHNSON; JEFF PETERS; KYLE WILLIAMS; LISA A PLESS; TINA FOSTER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of

August, 2026



Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



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

I, Grant Murphy, after being first duly sworn, depose and state as follows:

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

Signature: _____

Title: Sales Account Manager

Company Name: WV Elevator

Date: 8/3/2026

STATE OF WEST VIRGINIA,

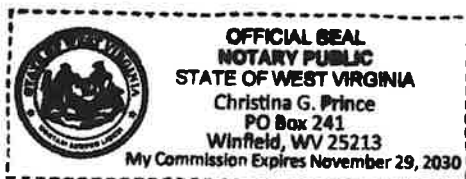
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 3rd day of August, 2026.

By Commission expires Nov 29, 2030

(Seal)

Christina G. Prince
 (Notary Public)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valley Forge Captive Advisors 630 Freedom Business Center Drive, Suite 203 King of Prussia PA 19406	CONTACT NAME: VFCA Certificate Administrator PHONE (A/C, No, Ext): E-MAIL ADDRESS: certificates@vfcadvisors.com FAX (A/C, No): 484-965-9627												
INSURED Specialized Elevator Corp DBA West Virginia Elevator Formerly Known As - 3Phase Elevator Corp. 4784 Chimney Drive Charleston WV 25302	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Zurich American Insurance Comp</td><td>NAIC # 16535</td></tr><tr><td>INSURER B: Allied World Assurance Company</td><td>19489</td></tr><tr><td>INSURER C: Axis Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER D: Lloyds of London</td><td>15792</td></tr><tr><td>INSURER E: Everspan Indemnity Insurance C</td><td>16882</td></tr><tr><td>INSURER F: Gotham Insurance Company</td><td>25569</td></tr></table>	INSURER A: Zurich American Insurance Comp	NAIC # 16535	INSURER B: Allied World Assurance Company	19489	INSURER C: Axis Surplus Insurance Company	26620	INSURER D: Lloyds of London	15792	INSURER E: Everspan Indemnity Insurance C	16882	INSURER F: Gotham Insurance Company	25569
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INSURER E: Everspan Indemnity Insurance C	16882												
INSURER F: Gotham Insurance Company	25569												

COVERAGES**CERTIFICATE NUMBER:** 232986119**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		B1230JC00491A25	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP2925280	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		P-001-001265358-03 EX202500007042	11/1/2025 11/1/2025	11/1/2026 11/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 2ND LAYER UMBRELLA \$ 5,000,000 oc/agg
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		WC2925279	3/1/2026	3/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B B	3rd Layer Umbrella E&O/Professional Liability Pollution Liability		SP2EVE00005101 0312-1457 0312-1457	11/1/2025 11/1/2025 11/1/2025	11/1/2026 11/1/2026 11/1/2026	Ea Occ/Agg 5,000,000 Ea Occ/Agg 2,000,000 Ea Occ/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Business Personal Property & Inland Marine Equipment - Carrier: Travelers Property and Casualty Company of America (NAIC 25674) Policy #630-1W926517 Effective: 12/11/25-12/11/26 Special Form, including Replacement Cost

Cyber Liability - Carrier: Travelers Excess and Surplus Lines Company (NAIC 29696) Policy #CYB-107947074-02 Effective 4/1/26- 3/1/27 Limit: \$5,000,000 Each Occurrence/Aggregate

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2700000003

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☒ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

Specialized Elevator DBA WV Elevator
Company
[Signature]
Authorized Signature
8/20/26
Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2700000003

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.

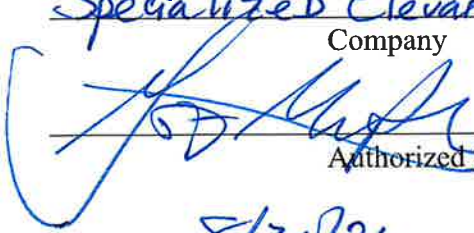
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Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☒ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
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Specialized Elevator DBA WVelevator
Company

Authorized Signature
8/20/26
Date

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

**DEPARTMENT OF THE ARMY
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026**

August 19, 2026

ADDENDUM NO. 2- CRFQ-ADJ2700000003

RE: Construction – Elevator Maintenance
West Virginia Army National Guard
Charleston, WV 25311

TO: Prospective Bidders

FROM: West Virginia Army National Guard

NOTE: This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

PART 1 – INFORMATION FOR BIDDERS

1. Responses to Questions

CRFQ ADJ2700000003 Elevator Maintenance WV Guard Statewide

Responses to Questions

1. Question - Martinsburg Bldg #309. Building is under renovation. This is elevator be modernized during the renovation?

Response - 309s elevator is being REPAIRED. The current elevator is NOT being changed out to something new.

2. Question - Camp Dawson Kingwood, Mountaineer Challenger Academy – Why is elevator currently out of service?

Response - Camp Dawson MCA- Button was broken and they fixed last Thursday.

3. Question - Camp Dawson Kingwood, Old RTI Building – Why is elevator currently out of service?

Response - Camp Dawson Old RTI- They ordered the wrong part should be fixed this week.



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: CRFQ ADJ27*03 Elevator Maintenance

Date of Pre-Bid Meeting: 7/29/26

Location of Pre-Bid Meeting: CFMO Charleston, WV



Mandatory



Not Mandatory

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PLEASE NOTE:

- Vendors must sign in on this sheet to verify attendance at the pre-bid conference meeting.
- Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
- For further verification, please provide a business card, if possible.

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Integrity Elevator	Justin Briggs	4075 St. Rt 40 Claysville PA 15323	724 998-6676	Justin@integrityelevator LLC.com
TK Elevator	Eric Hackney	901 Morris St. Charleston WV 25301	304-552-8798	eric.hackney@ tk-elevator.com
Elevated	Joel Greenwood Hunter College	4778 Chimney Dr. Charleston, WV	740-812-7014	hunter.college@efsteam.com
Brenda Talbert Right Elevator	Brenda Talbert	901 Oak St. Johnstown PA 15902	740-527-5932	brenda@rightelevator.com
TK ELEVATOR	TONY JONES	901 MORRIS ST CHARLESTON WV	304-553-1133	TONY JONES@ TK ELEVATOR.COM
WV elevator	Grant Murphy	4784 Chimney Drive Charleston, WV 25302	304-542-8226	gmurphy@ WV.elevator.com
WVma	Dusty Smith	Charleston WV	304 561 6004	dusty.j.smith2.nfg @army.mil.



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Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
WV Military Authority	Dean Winger	1707 Coonskin Drive Charleston WV 25311	304 561-6629	
WV Military Authority	Rachel White Rachel White	1707 Coonskin Dr. Charleston WV 25311	304 561-6588	rachel.l.white36.nfg@army.mil