



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Preventive Maintenance Monthly Charge	0.00000	MO	510.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** ANNUAL \$6,120.00

**Extended Description:**

Preventive Maintenance Monthly Charge

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOUR	245.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** TOTAL: \$49,000.00

**Extended Description:**

Corrective Maintenance Hourly Labor Rate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA	1.100000	0.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** TOTAL \$11,000.00

**Extended Description:**

Corrective Maintenance Estimated Parts Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA	170.000000	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** TOTAL - \$2,040.00

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA	170.000000	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** TOTAL - \$2,040.00

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA	170.000000	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Commodity Line Comments:** TOTAL - \$2,040.00

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board



NUMBER: WV041952

**CLASSIFICATION:**

ELECTRICAL  
SPECIALTY

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

DATE ISSUED

EXPIRATION DATE

FEBRUARY 19, 2026

FEBRUARY 19, 2027

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**BID BOND**

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

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

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 23rd day of February, 2026.

Principal Seal



DC Elevator Co. Inc.

(Name of Principal)

By

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

President

(Title)

Surety Seal

Indemnity National Insurance Company

(Name of Surety)

[Signature]

Attorney-in-Fact Jeffrey M. Wilson

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

### Power of Attorney

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

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

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

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

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

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

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



Indemnity National Insurance Company

By Thomas F. Elkins  
Thomas F. Elkins, President

State of Kentucky  
County of Fayette

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



By Deborah A. Murphy  
Notary Public

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

**CERTIFICATE**

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

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 23rd day of February, 2026.



By James E. Hart  
James E. Hart, Secretary



**State of West Virginia  
Agency Request for Quote  
Highways**

<b>Proc Folder:</b> 1874551			<b>Reason for Modification:</b> Addendum 3
<b>Doc Description:</b> ADDENDUM 3 - ELEVATOR MAINT. DIST. 1 KANAWHA COUNTY			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-02-20	2026-02-26 10:30	ARFQ 0803 DOT2600000054	4

<b>BID RECEIVING LOCATION</b>
PROCUREMENT DIVISION DIVISION OF HIGHWAYS BLDG 6 RM 340A 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

<b>VENDOR</b>
<b>Vendor Customer Code:</b> 000000218651 <b>Vendor Name :</b> KATHY DAVIS <b>Address :</b> 1002 YOUNG STREET <b>Street :</b> <b>City :</b> CHARLESTON <b>State :</b> WEST VIRGINIA <b>Country :</b> UNITED STATES <b>Zip :</b> 25301 <b>Principal Contact :</b> KATHY DAVIS <b>Vendor Contact Phone:</b> 304.345.7222 <b>Extension:</b> 602

<b>FOR INFORMATION CONTACT THE BUYER</b>
Angela L Chaney (304) 558-0228 angie.l.chaney@wv.gov

<b>Vendor Signature X</b> 	<b>FEIN#</b> 610922853	<b>DATE</b> 2/25/2026
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**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

Addendum 3 is issued for the following reasons:

1. To add vendor tech questions and responses.

No other changes

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

Preventive Maintenance Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Hourly Labor Rate

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON		WV	CHARLESTON		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Estimated Parts Cost.

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON		WV	CHARLESTON		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	PREBID MEETING 10AM ET	2026-02-12
2	TECH QUES DUE BY 10AM ET	2026-02-18

	Document Phase	Document Description	Page
DOT2600000054	Draft	ADDENDUM 3 - ELEVATOR MAINT. DIST. 1 KANAWHA COUNTY	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: ARFQ DOT2600000054**  
**Addendum Number: 3**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum 3 is issued for the following reason:

1. Attachment of vendor questions and responses.

No other changes

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

**Terms and Conditions:**

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

# ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DOT2600000054

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

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

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

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

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

DC ELEVATOR

Company



Authorized Signature

2/25/2026

Date

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

**TECHNICAL QUESTIONS FOR**  
**ARFQ DOT2600000054 ELEVATOR MAINTENANCE – D1 KANAWHA**

1. **QUESTION:** Could you please confirm which vendor currently holds the elevator maintenance contract?

**RESPONSE:** **A copy of the current contract is attached.**

2. **QUESTION:** When was the last solicitation for elevator maintenance issued, and where can we access the associated documentation?

If available online, please provide the website link. If not, kindly share the appropriate contact or department for obtaining these records.

**RESPONSE:** **A copy of the current contract is attached.**

3. **QUESTION:** Is there a formal check-in or security process for accessing the facilities or machine rooms.

**RESPONSE:** **Yes**

**QUESTION:** If so, please outline the procedures and any prerequisites for vendor personnel.

**RESPONSE:** **They will need to check in at the Reception Desk and ask for the Building and Grounds Supervisor.**



# State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 2023-08-03

<b>Order Number:</b>	AMA 0803 0180 DOT2200000068 5	<b>Procurement Folder:</b>	960915
<b>Document Name:</b>	Change Order 1	<b>Reason for Modification:</b>	
<b>Document Description:</b>	ELEVATOR MAINTENANCE : DISTRICT ONE - KANAWHA COUNTY	Accounting Adjustment to add funding to contract amount.	
<b>Procurement Type:</b>	Agency Master Agreement		
<b>Buyer Name:</b>	Dusty J Smith		
<b>Telephone:</b>	304-414-6859		
<b>Email:</b>	dusty.j.smith@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2022-05-01
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2024-04-30

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> 000000219994 TK ELEVATOR CORPORATION 114 TOWN PARK PL NW STE 300  KENNESAW GA 30144 US <b>Vendor Contact Phone:</b> 770-799-0471 <b>Extension:</b>  <b>Discount Details:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			<b>Requestor Name:</b> James L Thompson Jr <b>Requestor Phone:</b> (304) 356-3809 <b>Requestor Email:</b> james.l.thompson@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US	DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US

<b>Total Order Amount:</b>	Open End
----------------------------	----------

**DEPARTMENT AUTHORIZED SIGNATURE**  
 SIGNED BY : Kristine E James  
 DATE: 2023-08-03  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Accounting Adjustment to add funding to contract amount.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101506				\$0.00
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
	2022-05-01	2024-04-30		5040.00	

**Commodity Line Description:** Preventive Maintenance  
Monthly Charge

**Extended Description:**

Preventive Maintenance  
Monthly Charge

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72101506			Hour	\$188.00
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Corrective Maintenance  
Hourly Labor Rate

**Extended Description:**

Corrective Maintenance  
Hourly Labor Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	72101506			EA	\$0.00
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Corrective Maintenance  
Estimated Parts Cost

**Extended Description:**

Corrective Maintenance  
Estimated Parts Cost

Multiplier 1.18

	Document Phase	Document Description	Page
DOT2200000068	Final	ELEVATOR MAINTENANCE : DISTRICT ONE - KANAWHA COUNTY	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**State of West Virginia  
Agency Request for Quote  
Highways**

<b>Proc Folder:</b> 1874551		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ADDENDUM 3 - ELEVATOR MAINT. DIST. 1 KANAWHA COUNTY		Addendum 3	
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-02-20	2026-02-26 10:30	ARFQ 0803 DOT2600000054	4

**BID RECEIVING LOCATION**

PROCUREMENT DIVISION  
 DIVISION OF HIGHWAYS  
 BLDG 6 RM 340A  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000218651  
**Vendor Name :** KATHY DAVIS  
**Address :** 1002 YOUNG STREET  
**Street :**  
**City :** CHARLESTON  
**State :** WEST VIRGINIA **Country :** UNITED STATES **Zip :** 25302  
**Principal Contact :** KATHY DAVIS  
**Vendor Contact Phone:** 304.345.7222 **Extension:** 602

**FOR INFORMATION CONTACT THE BUYER**

Angela L Chaney  
 (304) 558-0228  
 angie.l.chaney@wv.gov

**Vendor Signature X** 

**FEIN#** 610922853

**DATE** 02/25/2026

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

**ADDITIONAL INFORMATION**

Addendum 3 is issued for the following reasons:

- 1. To add vendor tech questions and responses.

No other changes

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	0.00000	MO		\$510.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

Preventive Maintenance Monthly Charge

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA	\$170.00	\$170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOUR	245.00	245.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA	170.00	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA	245.000	245.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Estimated Parts Cost.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA	170.00	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	PREBID MEETING 10AM ET	2026-02-12
2	TECH QUES DUE BY 10AM ET	2026-02-18

	Document Phase	Document Description	Page
DOT2600000054	Final	ADDENDUM 3 - ELEVATOR MAINT. DIST. 1 KANAWHA COUNTY	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**State of West Virginia  
Agency Request for Quote  
Highways**

<b>Proc Folder:</b> 1874551	<b>Reason for Modification:</b> Addendum 01
<b>Doc Description:</b> ELEVATOR MAINTENANCE: DISTRICT ONE KANAWHA COUNTY	
<b>Proc Type:</b> Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-05	2026-02-26 10:30	ARFQ 0803 DOT2600000054	2

**BID RECEIVING LOCATION**

PROCUREMENT DIVISION  
DIVISION OF HIGHWAYS  
BLDG 6 RM 340A  
1900 KANAWHA BLVD E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:** 000000218651  
**Vendor Name :** KATHY DAVIS  
**Address :** 1002 YOUNG STREET  
**Street :**  
**City :** CHARLESTON  
**State :** WEST VIRGINIA **Country :** UNITED STATES **Zip :** 25301  
**Principal Contact :** KATHY DAVIS  
**Vendor Contact Phone:** 304.345.7222 **Extension:** 602

**FOR INFORMATION CONTACT THE BUYER**

Angela L Chaney  
(304) 558-0228  
angie.l.chaney@wv.gov

**Vendor Signature X** **FEIN#** 610922853 **DATE** 2/25/2026

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

**ADDITIONAL INFORMATION**

Addendum 1 is issued for the following reasons:

1. To modify pre-bid date

No other changes

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Preventive Maintenance Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Estimated Parts Cost.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	PREBID MEETING 10AM ET	2026-02-12
2	TECH QUES DUE BY 10AM ET	2026-02-18

**SOLICITATION NUMBER:**  
**Addendum Number:**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

**Terms and Conditions:**

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

# ATTACHMENT A

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**(Agency Delegated Procurements Only)**

**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.

**2A. PREBID 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:

DATE: Thursday, February 12, 2026

TIME: 10am

WHERE: WVDOH D1 Headquarters  
1340 Smith Street  
Charleston, WV, 25301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

DC ELEVATOR

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

2/25/2026

\_\_\_\_\_  
Date

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



**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF ELEVATOR MAINTENANCE FOR DISTRICT 1 PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

\*\*\*\*\*NOTICE\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE OF THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Preventive Maintenance Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Estimated Parts Cost.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	PREBID MEETING 10AM ET	2026-02-10
2	TECH QUES DUE BY 10AM ET	2026-02-18

	Document Phase	Document Description	Page
DOT2600000054	Draft	ELEVATOR MAINTENANCE: DISTRICT ONE KANAWHA COUNTY	6

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**(Agency Delegated Procurements Only)**

**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.

**2A. PREBID 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:

DATE: Tuesday, February 10, 2026

TIME: 10am

WHERE: WVDOH D1 Headquarters  
1340 Smith Street  
Charleston, WV, 25301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency Contact. 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 nonbinding.

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

Question Submission Deadline: Wednesday, February 18, 2026 at 10am ET

Submit Questions to: Angela Chaney

Email: DOTPROCUREMENTTECHQUES@WV.GOV

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

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

SEALED BID: Elevator Maintenance - D1 Kanawha County  
BUYER: Angela Chaney  
SOLICITATION NO.: ARFQ 0803 ARFQ DOT2600000054  
BID OPENING DATE: Thursday, February 26, 2026  
BID OPENING TIME: 10:30 am ET  
FAX NUMBER: (304) 558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**6. 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.

**7. 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 should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia 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.

**8. 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.

**9. 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.

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

**11. 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**12. 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**13. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**14. 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.”

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

**16. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

**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.



**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 State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**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 below must be provided to the Agency by the Vendor as specified below.

**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.

Licensed Contractor for Elevator service.

Electricians- WV Electricians License

WV Contractor's License

NEIEP Certification or equal - National Elevator Industry Educational Program

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 on each policy 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 or not 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. 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.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**20. 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.

**20A. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

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

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

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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. 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.

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

**33. VENDOR 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.

**34. 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.

**35. 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.

**36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. 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.

**38. 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](mailto:purchasing.division@wv.gov).

**39. 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.

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. 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.

**42. 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.

**43. 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.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 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 if the Contract exceeds \$25,000:

**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 Agency prior to Contract award.

**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 Agency prior to Contract award.

**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.

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. 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.

**4. 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 contract. 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.

**5. 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.

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**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.**

KATHY DAVIS, BRANCH MANAGER  
\_\_\_\_\_  
(Printed Name and Title)  
1002 YOUNG STREET CHARLESTON WV 25301  
\_\_\_\_\_  
(Address)  
304.345.7222 / 304.346.1086  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
kathy.davis@dcelevator.com  
\_\_\_\_\_  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

DC ELEVATOR  
\_\_\_\_\_  
(Company)  


\_\_\_\_\_  
(Signature of Authorized Representative)  
KATHY DAVIS, BRANCH MANAGER  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Elevator Maintenance**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE :** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, District One to establish an open-end contract for Elevator Maintenance. 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. These services will take place at 1311, 1338, and 1340 Smith Street, Charleston, WV 25301.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Elevator Maintenance”** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
  
  - 2.2 **“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.
  
  - 2.3 **“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 **“Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.
  
  - 2.5 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as.
  
3. **PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
  - 3.1 **Elevator Maintenance (Preventive and Corrective)**

REQUEST FOR QUOTATION  
**Elevator Maintenance**

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- 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** 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.
- 3.1.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.7** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from the Agency.
- 3.1.8** 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.

REQUEST FOR QUOTATION  
**Elevator Maintenance**

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**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 the 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.

**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 Doug Brown, Buildings and Grounds Supervisor and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

REQUEST FOR QUOTATION  
**Elevator Maintenance**

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**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 the Agency prior to purchasing any part in excess of \$10,000.00. 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 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 for disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

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

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

**4.1** 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 a replacement fee, if the cards or keys become lost or stolen.

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

**5. QUALIFICATIONS:**

- 5.1 **Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained elevator systems of the type, character and magnitude currently being utilized by Agency and included on the list of elevator equipment, attached hereto as Exhibit B, on two 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

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**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 the Agency on a monthly basis.

**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 the 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.

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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 meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

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.

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:

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

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**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 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.
- 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:**

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**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 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.

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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.

**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, and n in the possession and control of the Agency . Monthly inspections include control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes. Power units, pumps, valves, and jacks. Car and hoist way door operating devices and door protecting equipment. Load weighers, car frames and platforms and counterweights. Safety mechanisms.

**2. Testing**

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

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- 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**

- a. **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.

**5. Lubricate equipment for smooth and efficient performance.**

**6. Adjust elevator parts and components to maximize performance and safe operation.**

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**EXHIBIT B – AGENCY FACILITIES AND UNITS**

1. **Facility Location:** 1311 Smith Street, Charleston, WV
  - One Unit
  - Two-stop hydraulic elevator with Virginia Controls
  
2. **Facility Location:** 1338 Smith Street, Charleston, WV
  - One Unit
  - Three-stop hydraulic elevator with Thyssenkrupp Elevator controls.
  
3. **Facility Location:** 1340 Smith Street, Charleston, WV
  - One Unit
  - Four-stop hydraulic elevator with Thyssenkrupp Elevator controls.

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**EXHIBIT C - PRICING PAGES**

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**Preventive Maintenance:**

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Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>510.00</u>	x	12	=	\$ <u>6,120.00</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>245.00</u>	x	200	=	\$ <u>49,000.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.10</u>	=	\$ <u>11,000</u>

**Total Cost \***                      \$ 66,120.00

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



**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF ELEVATOR MAINTENANCE FOR DISTRICT 1 PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

\*\*\*\*\*NOTICE\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE OF THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	0.00000	MO	1	510.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Preventive Maintenance Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,	1.00000	EA	170.00	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1311 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	0.00000	HOUR	245.00	245.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,	1.00000	EA	170.00	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1338 Smith St. Charleston WV,

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance Estimated Parts Cost.	0.00000	EA	245.00	245.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
Corrective Maintenance Estimated Parts Cost.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,	1.00000	EA	170.00	170.00

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT. 1340 Smith St. Charleston WV,

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	PREBID MEETING 10AM ET	2026-02-10
2	TECH QUES DUE BY 10AM ET	2026-02-18

	Document Phase	Document Description	Page
DOT2600000054	Draft	ELEVATOR MAINTENANCE: DISTRICT ONE KANAWHA COUNTY	6

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**(Agency Delegated Procurements Only)**

**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.

**2A. PREBID 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:

DATE: Tuesday, February 10, 2026

TIME: 10am

WHERE: WVDOH D1 Headquarters  
1340 Smith Street  
Charleston, WV, 25301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency Contact. 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 nonbinding.

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

Question Submission Deadline: Wednesday, February 18, 2026 at 10am ET

Submit Questions to: Angela Chaney

Email: DOTPROCUREMENTTECHQUES@WV.GOV

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

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

SEALED BID: Elevator Maintenance - D1 Kanawha County

BUYER: Angela Chaney

SOLICITATION NO.: ARFQ 0803 ARFQ DOT2600000054

BID OPENING DATE: Thursday, February 26, 2026

BID OPENING TIME: 10:30 am ET

FAX NUMBER: (304) 558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**6. 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.

**7. 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 should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia 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.

**8. 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.

**9. 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.

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

**11. 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**12. 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**13. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**14. 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.”

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

**16. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

**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.



**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 State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**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 of 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 below must be provided to the Agency by the Vendor as specified below.

**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.

Licensed Contractor for Elevator service.

Electricians- WV Electricians License

WV Contractor's License

NEIEP Certification or equal - National Elevator Industry Educational Program

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 on each policy 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 or not 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. 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.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**20. 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.

**20A. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

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

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

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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. 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.

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

**33. VENDOR 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.

**34. 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.

**35. 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.

**36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. 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.

**38. 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](mailto:purchasing.division@wv.gov).

**39. 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.

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. 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.

**42. 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.

**43. 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.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 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 if the Contract exceeds \$25,000:

**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 Agency prior to Contract award.

**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 Agency prior to Contract award.

**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.

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. 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.

**4. 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 contract. 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.

**5. 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.

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**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.**

KATHY DAVIS, BRANCH MANAGER

**(Printed Name and Title)**

1002 YOUNG STREET CHARLESTON WV 25301

**(Address)**

304.345.7222 / 304.346.1086

**(Phone Number) / (Fax Number)**

kathy.davis@dcelevator.com

**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wvOASIS*, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.*

DC ELEVATOR

(Company)



(Signature of Authorized Representative)

KATHY DAVIS, BRANCH MANAGER

(Printed Name and Title of Authorized Representative)

2/25/2026

(Date)

304.345.7222/304.346.1086

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Elevator Maintenance**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE :** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, District One to establish an open-end contract for Elevator Maintenance. 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. These services will take place at 1311, 1338, and 1340 Smith Street, Charleston, WV 25301.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Elevator Maintenance”** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
  
  - 2.2 **“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.
  
  - 2.3 **“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 **“Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.
  
  - 2.5 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as.
  
3. **PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.
  - 3.1 **Elevator Maintenance (Preventive and Corrective)**

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- 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** 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.
- 3.1.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.7** Vendor shall not perform any Elevator Maintenance under this contract without prior approval from the Agency.
- 3.1.8** 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.

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- 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 the 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.

**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 Doug Brown, Buildings and Grounds Supervisor and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.

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**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 the Agency prior to purchasing any part in excess of \$10,000.00. 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 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 for disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

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

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

**4.1** 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 a replacement fee, if the cards or keys become lost or stolen.

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

**5. QUALIFICATIONS:**

- 5.1 **Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained elevator systems of the type, character and magnitude currently being utilized by Agency and included on the list of elevator equipment, attached hereto as Exhibit B, on two 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

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**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 the Agency on a monthly basis.

**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 the 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.

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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 meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

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.

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:

$$\begin{array}{rclcl} \text{Monthly Charge} & \times & \text{12 Months} & = & \text{Total Yearly Cost} \\ \underline{\$200} & \times & \underline{12} & = & \underline{\$2,400} \end{array}$$

$$\begin{array}{rclcl} \text{Hourly Labor Rate} & \times & \text{Estimated Hours} & = & \text{Total Labor Cost} \\ \underline{\$ 50} & \times & \underline{200} & = & \underline{\$ 10,000} \end{array}$$

$$\begin{array}{rclcl} \text{Estimated Parts Cost} & \times & \text{Multiplier} & = & \text{Total Parts Cost} \\ \underline{\$10,000.00} & \times & \underline{1.20} & = & \underline{\$ 12,000} \end{array}$$

$$\text{Total Cost} \quad \underline{\underline{\$ 24,400}}$$

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**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 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.
- 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:**

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**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 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.

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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.

**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, and n in the possession and control of the Agency . Monthly inspections include control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes. Power units, pumps, valves, and jacks. Car and hoist way door operating devices and door protecting equipment. Load weighers, car frames and platforms and counterweights. Safety mechanisms.

**2. Testing**

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

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- 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**

- a. **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.

**5. Lubricate equipment for smooth and efficient performance.**

**6. Adjust elevator parts and components to maximize performance and safe operation.**

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**EXHIBIT B – AGENCY FACILITIES AND UNITS**

1. **Facility Location:** 1311 Smith Street, Charleston, WV
  - One Unit
  - Two-stop hydraulic elevator with Virginia Controls
  
2. **Facility Location:** 1338 Smith Street, Charleston, WV
  - One Unit
  - Three-stop hydraulic elevator with Thyssenkrupp Elevator controls.
  
3. **Facility Location:** 1340 Smith Street, Charleston, WV
  - One Unit
  - Four-stop hydraulic elevator with Thyssenkrupp Elevator controls.

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**EXHIBIT C - PRICING PAGES**

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**Preventive Maintenance:**

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Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>510.00</u>	x	12	=	\$ <u>6,120.00</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>245.00</u>	x	200	=	\$ <u>49,000.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.10</u>	=	\$ <u>11,000</u>

**Total Cost \***      \$ 66,120.00

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