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

State of West Virginia
Master Agreement

Order Date: 10-15-2026

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

)rder Number:	CMA 0603 0603 ADJ2700000001 1	**Procurement Folder:**	2013615
)ocument Name:	Elevator Maintenance - Statewide - WV Guard	**Reason for Modification:**	
)ocument Description:	Construction - Elevator Maintenance - WV Guard Statewide		
'rocurement Type:	Central Master Agreement		
luyer Name:			
'elephone:			
:mail:			
;hipping Method:	Best Way	**Effective Start Date:**	2026-10-20
'ree on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2027-10-19

VENDOR

/endor Customer Code: VC0000094533
)RACLE ELEVATOR HOLDCO INC
)EPT #9901 PO BOX 850001

)RLANDO FL 32885-9901
JS
/endor Contact Phone: 317-429-0151 **Extension:**

)iscount Details:

	Discount Allowed	Discount Percentage	Discount Days
!1	No	0.0000	0
!2	No		
!3	No		
!4	No		

DEPARTMENT CONTACT

Requestor Name: Rachel L White
Requestor Phone: (304) 982-1417
Requestor Email: rachel.l.white36.nfg@army.mil

2027
FILE LOCATION_____

INVOICE TO

)IVISION ENGINEERING & FACILITIES
.DJUTANT GENERALS OFFICE

707 COONSKIN DR

:HARLESTON WV 25311

IS

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

Total Order Amount:	Open En

Purchasing Division's File Copy

DAP 10/15/26
)URCHASING DIVISION AUTHORIZATION
)ATE: 10/19/26
:LECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 10/21/2026
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 10-21-26
ELECTRONIC SIGNATURE ON FILE

xtended Description:

pen-end Contract
Elevator Maintenance WV Guard Statewide)

he Vendor, ORACLE ELEVATOR HOLDCO INC DBA Elevated Facility Services, agrees to enter with the West Virginia Adjutant General's Office, into an open-end ontract to provide Elevator Maintenance and Repairs at the WV National Guard facilities located across the state, per the specifications, terms and conditions, bid equirements, and Addendum No. 1 issued 07/29/2026, Addendum No. 2 issued 08/20/2026 and the Vendor's submitted and accepted bid dated 08/27/2026 ncorporated herein by reference and made apart hereof, per the attached documents.

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Monthly Preventive Maintenance-

xtended Description:
lonthly Preventive Maintenance-

38.46 a month

ee the Exhibit C Pricing Page

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Credit Card Fee

xtended Description:
redit Card Processing Fee 3.5%

ee the Exhibit C Pricing Page

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
DOVER - CHARLESTON,WV

xtended Description:
orrective Maintenance-

over, Charleston Armory
over, Charleston ANG Bldg 141
over, Charleston Annex,

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
NATIONAL WHEELOVATOR,

xtended Description:
:orrective Maintenance

ational Wheelovator , Charleston ANG BLD 421

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
THYSSEN-KRUPP, FAIRMONT AFRC

xtended Description:
:orrective Maintenance

HYSSEN-KRUPP, FAIRMONT AFRC,

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance - SCHINDLER - BUCKHANNON RC

xtended Description:
:orrective Maintenance

chindler - Buckhannon

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
SCHINDLER GLEN JEAN AFRC

xtended Description:
orrective Maintenance

CHINDLER, GLEN JEAN AFRC,

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
KONE, MCA - NORTH

xtended Description:
orrective Maintenance

ONE - MCA - N - KINGWOOD, WV

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
SCHINDLER - CAMP DAWSON - KINGWOOD

xtended Description:
orrective Maintenance

CHINDLER - CAMP DAWSON - KINGWOOD, WV

ee the Exhibit B Locations and Exhibit C Pricing Page

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
0	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
VIRGINIA CONTROLS - MARTINSBURG

xtended Description:
orrective Maintenance

IRGINIA CONTROLS - MARTINSBURG BLDG 119

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

ommodity Line Description: Corrective Maintenance-
SCHINDLER - MARTINSBURG

xtended Description:
orrective Maintenance

CHINDLER - BLDG 304 MARTINSBURG, WV

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
	2026-10-20	2027-10-19		0.00	

ommodity Line Description: Corrective Maintenance-
THYSSEN-KRUPP - MARTINSBURG WV

xtended Description:
orrective Maintenance

HYSSEN-KRUPP
LDG 309
LDG 206

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
	2026-10-20	2027-10-19		0.00	

ommodity Line Description: Corrective Maintenance-
OTIS ELEVATOR -MONTGOMERY

xtended Description:
orrective Maintenance

TIS ELEVATOR - MONTGOMERY WV

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
	2026-10-20	2027-10-19		0.00	

ommodity Line Description: Corrective Maintenance-
THYSSEN - KRUPP - MONTGOMERY,WV

xtended Description:
orrective Maintenance

HYSSEN - KRUPP - MONTGOMERY,WV

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

ine	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72154010				0.000000
	Service From	**Service To**		**Service Contract Amount**	
	2026-10-20	2027-10-19		0.00	

ommodity Line Description: Corrective Maintenance-
SCHINDLER - WILLIAMSTOWN WV

xtended Description:
orrective Maintenance

CHINDLER - WILLIAMSTOWN, WV

ee the Exhibit B Locations and Exhibit C Pricing Page

ourly Labor Rate - $200.00

lultiplier - X 1.20

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ Electricians - WV Electricians License

☑ NEIEP Certification or Equal

☑ WV Contractor's License

☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

2. BONDS: The following bonds must be submitted:

☑ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☑ **LABOR/MATERIAL PAYMENT BOND**: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

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

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

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

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

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

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

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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

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

i. Bidder's name

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

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Elevated Facility Services

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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

(Printed Name and Title) Hunter College- Account Manager

(Address) 4778 Chimney Drive, Charleston, WV 25302

(Phone Number) / (Fax Number) 740-812-7014 / N/A

(email address) hunter.college@efsteam.com

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

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

Elevated Facility Services
(Company)

Ben Wehner
(Signature of Authorized Representative)

Ben Wehner - Regional Vice President 8/19/2026
(Printed Name and Title of Authorized Representative) (Date)

317-670-5751
(Phone Number) (Fax Number)

ben.wehner@efsteam.com
(Email Address)

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

July 29, 2026

ADDENDUM NO. 1- CRFQ-ADJ2700000003

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

TO: Prospective Bidders

FROM: West Virginia Army National Guard

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

PART 1 – INFORMATION FOR BIDDERS

1. Revised Exhibit C – Pricing Page
2. Pre-bid Sign in Sheets

END OF ADDENDUM

WEST VIRGINIA
PURCHASING DIVISION

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

Solicitation No.: CRFQ ADJ27*03 Elevator Maintenance
Date of Pre-Bid Meeting: 7/29/26
Location of Pre-Bid Meeting: CFMO Charleston, WV
☑ Mandatory ☐ Not Mandatory

PLEASE NOTE:

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

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

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Integrity Elevator	Justin Briggs	4075 St. Rt 40 Claysville PA 15323	724998-6676	Justin@integrityelevator LLC.com
TK Elevator	Eric Hackney	901 Morris St. Charleston WV 25301	304-552-8798	eric.hackney@tkelevator.com
Elevated	Joel Greenwood Hunter College	4778 Chimney Dr. Charleston, WV	740-812-7014	hunter.college@efsteam.com
~~Brenda Talbert~~ Right Elevator	Brenda Talbert	901 Oak St. Johnstown PA 15902	240-527-5932	brenda@rightelevator.com
TK ELEVATOR ~~[illegible]~~	TONY JONES	901 MORRIS ST CHARLESTON WV	304-553-1135	TONY JONES@TKELEVATOR.COM
WV elevator	Grant Murphy	4784 Chimney Drive Charleston, WV 25302	304-542-8226	gmurphy@WVelevator.com
WVMA	Dusty Smith	Charleston WV	304 561 6004	dusty.j.smith2.nfg@army.mil

WEST VIRGINIA
PURCHASING DIVISION

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

Solicitation No.: CRFQ ADJ27*03 Elevator Maintenance

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

Location of Pre-Bid Meeting: CFMO Charleston,WV

☑ Mandatory ☐ Not Mandatory

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

INTEGRITY
ELEVATOR

JUSTIN BRIGGS
OWNER

724-998-6676

justin@integrityelevatorllc.com

www.integrityelevatorllc.com

REQUEST FOR QUOTATION
Elevator Maintenance and Repairs

EXHIBIT C - PRICING PAGES

Vendor Name:

INSTRUCTIONS:

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

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

Vendor Pricing Page # ____ of ____

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

Preventive Maintenance

Monthly Charge $ ____ x 12 months = Total Yearly Charge $ ____

Corrective Maintenance

Hourly Labor Rate $ ____ x 200 Estimated Hours = Total Labor Cost $ ____

Estimated Parts Cost $10,000.00 x Multiplier ____ = Total Parts Cost $ ____

Total Cost

Yearly Charge + Labor Cost + Parts Cost = $ ____

Revised 06/08/18

Credit card processing fee _____%

SOLICITATION NUMBER: CRFQ ADJ2700000003
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("ADJ2700000003") 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:

To provide responses to the Vendor Technical Questions, see attached.

Bid opening date and time remains August 27, 2026, at 1:30 pm EST.

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.

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

August 19, 2026

ADDENDUM NO. 2- CRFQ-ADJ2700000003

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

TO: Prospective Bidders

FROM: West Virginia Army National Guard

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

PART 1 – INFORMATION FOR BIDDERS

1. Responses to Questions

CRFQ ADJ2700000003 Elevator Maintenance WV Guard Statewide

Responses to Questions

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

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

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2700000003

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

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

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

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

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

Elevated Facility Services
Company

Ben Wehner
Authorized Signature

8/21/2026
Date

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

SPECIFICATIONS

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"ASME"** means the American Society of Mechanical Engineers. Reference https://www.asme.org

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

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

   2.4 **"Elevator Maintenance"** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.

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

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

   2.7 **"NEIEP"** means National Elevator Industry Educational Program.

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

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

2.10 **"WVNG"** means the West Virginia National Guard

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

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

3.1.1 Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.

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

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

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

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

3.1.6 Elevator units must be returned to working order within a 24-hour period. Any Elevator Maintenance requiring a unit to be out of service for more than a 24-hour period will require written approval by the facility Point of Contact, as listed on Exhibit B. Requests must be documented and include a description of the service required and the estimated time the elevator unit will be out of service.

3.1.7 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.

3.1.8 Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.

3.1.9 Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.

3.1.10 Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

3.2 Preventive Maintenance:

3.2.1 Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.

3.2.2 Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

3.2.3 Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.3 Corrective Maintenance:

3.3.1 Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.

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

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

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

3.3.4 Parts:

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

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

authorized parts suppliers of the appropriate equipment manufacturer.

3.3.4.3 Third Party Repairs: Third-party service required to repair parts or components (eg, motor rewinding, etc) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

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

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

3.4 Safety Checks and Tests

3.4.1 Inspection and Testing shall be in accordance with Section 1001 of ANSI Al 7.I and in accordance with all current state and federal laws, codes, or regulations. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Vendor may be held responsible for damage to the elevator or building if tests are not conducted properly, in accordance with the West Virginia Department of Labor guidelines and approved inspection services

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

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

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

3.4.5 Liquidated Damages: Contractor shall pay liquidated damages in the amount of $1,500.00 per day of delay, plus a one-time fixed cost of $1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

3.4.6 The Vendor shall maintain a minimum 80% passing rate for inspection of all elevators currently in service during any annual period.

3.4.7 The Vendor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Vendor shall be responsible for coordinating and scheduling all inspections with the third-party vendor.

3.4.8 Monthly, the Vendor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.

3.4.9 When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly by Vendor to ensure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

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

4.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

4.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

4.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

4.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

4.5 Vendor shall inform all staff of Agency's security protocol and procedures.

5. QUALIFICATIONS:

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

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

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

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

- **5.4.1** Electricians – WV Electricians License
- **5.4.2** NEIEP Certification or equal – National Elevator Industry Educational Program
- **5.4.3** WV Contractor's License

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

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

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

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

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

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

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

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

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

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

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

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

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

9. ORDERING:

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

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

commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate. **Agency shall not issue a release order that allows Corrective Maintenance performed under this contract to exceed $50,000 per project in total cost.**

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

10. CONTRACT VALUE LIMIT

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

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

11. BILLING / PAYMENT:

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

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

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

11.2 Corrective Maintenance:

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

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

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

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

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

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

Invoices shall be mailed to:

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

12. DEFAULT:

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

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

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

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

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract

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

12.2.3 Any other remedies available in law or equity.

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

EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. **Inspections**

    a. **Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include, but are not limited to

        i. Check machine room doors are all self-closing and self-locking.
        ii. Ensure all lights and AC are working in the elevator room.
        iii. Ensure all shunt trip breaker lights are working.
        iv. Service & Testing are present and up to date, including fire alarms, smoke detectors, emergency power.
        v. Check phone and intercom for proper operation.

    b. Including an organized examination or formal evaluation of elevators and these parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws. Contractor must examine all suspension ropes, compensation reports and governor lines and change as needed per code.

2. **Testing**

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

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

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

3. Entrapment

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

4. System Restart

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

6. Preventative Maintenance

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

7. **Machine Rooms:**

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

8. **Hoistway**

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

9. **Hydraulic Elevator:**

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

10. **Car Speeds:**

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

11. **Door Speeds:**

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

12. Fire Services:

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

13. Suspension, Comp Ropers, and Governor Lines:

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

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

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

15. **Miscellaneous**

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

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

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

17. **Excluded** Shall be:

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

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

EXHIBIT B – AGENCY FACILITIES AND UNITS

Location	Buckhannon	Charleston	
Location Description	Buckhannon Readiness Center	Charleston Armory	Charleston Annex
Address	Buckhannon National Guard Armory 929 Brushy Fork Road Buckhannon, WV 26201	Charleston Armory 1703 Coonskin Drive Charleston, WV 25311	Charleston Armory 1740 Coonskin Drive Charleston, WV 25311
Point of Contact	Jaime Layman: 304-561-6074 304-613-8489 (c)	Keith Beller: 304-400-9790 (c) Mike Lowry 304-550-0701(c)	
Elevator Number	EV0003683	EV0003328	EV0033258
Serial Number	G9818	EH0748	E-F8604
Model Number	3300	00-590AF2	590AF3
Capacity	3500	2500	2100
Manufacturer	Schindler Elevator Corp	Dover	Dover
Manufacturer ID			
Make	Schindler	Dover	Dover
Type	Elevator/Traction	Hydraulic	Hydraulic
Installation Year	2014	1997	1996

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

EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

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

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

EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

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

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

EXHIBIT B – AGENCY FACILITIES AND UNITS (cont.)

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

REQUEST FOR QUOTATION
Elevator Maintenance and Repairs

EXHIBIT C - PRICING PAGES

Vendor Name: Elevated Facility Services

INSTRUCTIONS:

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

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

Vendor Pricing Page # 1 of 1

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

Preventive Maintenance

Monthly Charge: $ 4,400.00 x 12 months = y

Corrective Maintenance

Hourly Labor Rate: $ 200.00 –

Estimated Parts Cost x Multiplier: 1.20 =

Revised 06/08/18

Credit card processing fee 3.5 %