



**State of West Virginia  
Agency Request for Quote  
Service - Prof**

<b>Proc Folder:</b> 960915			<b>Reason for Modification:</b> ADDENDUM 2
<b>Doc Description:</b> ADDENDUM 2 :ELEVATOR MAINTENANCE : DISTRICT ONE - KANAWHA C			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-18	2022-03-01 14:30	ARFQ 0803 DOT2200000021	3

<b>BID RECEIVING LOCATION</b>
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-260 1900 KANAWHA BLVD E CHARLESTON WV 25302 US

<b>VENDOR</b>		
<b>Vendor Customer Code:</b> VC0000094533		
<b>Vendor Name :</b> Oracle Elevator Holdco, Inc		
<b>Address :</b> 4778 Chimney Drive		
<b>Street :</b>		
<b>City :</b> Charleston		
<b>State :</b> West Virginia	<b>Country :</b> USA	<b>Zip :</b> 25302
<b>Principal Contact :</b> Chris Roberts		
<b>Vendor Contact Phone:</b> 912-313-8776	<b>Extension:</b>	

MAR 1 '22 PM 1:36  
REC'D BUDGET - PROCURE

<b>FOR INFORMATION CONTACT THE BUYER</b> Dusty J Smith 304-414-2063 dusty.j.smith@wv.gov
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<b>Vendor Signature X</b> 	<b>FEIN#</b> 82-1431166	<b>DATE</b> February 28, 2022
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**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

ADDENDUM 2 IS ISSUED

1. TO GIVE THE PUBLISH THE SIGN IN SHEETS

2. TO REMOVE THE ELECTRICIAN'S LICENSE REQUIRED FROM THE ITEM 7 OF THE AGENCY TERMS AND  
CONDITION.

SOLICITATION CLOSING REMAINS THE SAME 03/01/2022 AT 2:30PM

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOH DIST. 1 ELEVATOR MAINT.1338 smith st. Charleston WV,				

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT.1338 smith st. Charleston WV,

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WVDOH DIST. 1 ELEVATOR MAINT.1311 smith st. Charleston WV,				

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**

WVDOH DIST. 1 ELEVATOR MAINT.1311 smith st. Charleston WV,

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WVDOH DIST. 1 ELEVATOR MAINT.1340 smith st. Charleston WV,				

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description:**  
WVDOH DIST. 1 ELEVATOR MAINT.1340 smith st. Charleston WV,

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING 10AM	2022-02-17
2	TECHNICAL QUESTIONS DUE AT 10AM	2022-02-23

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2200000021**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Oracle Elevator Holdco, Inc.

Company



Authorized Signature

February 28, 2022

Date

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

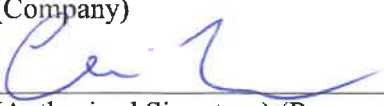
Revised 6/8/2012

**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.**

 DISTRICT MANAGER  
\_\_\_\_\_  
**(Name, Title)**  
Chris Roberts, District Manager  
\_\_\_\_\_  
**(Printed Name and Title)**  
4778 Chimney Drive, Charleston, WV 25302  
\_\_\_\_\_  
**(Address)**  
912-313-8776 | 304-744-4022  
\_\_\_\_\_  
**(Phone Number) / (Fax Number)**  
chris.roberts@oracleelevator.com  
\_\_\_\_\_  
**(E-mail address)**

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

Oracle Elevator Holdco, Inc.  
\_\_\_\_\_  
**(Company)**  
 DISTRICT MANAGER  
\_\_\_\_\_  
**(Authorized Signature) (Representative Name, Title)**  
Chris Roberts, District Manager  
\_\_\_\_\_  
**(Printed Name and Title of Authorized Representative)**  
February 28, 2022  
\_\_\_\_\_  
**(Date)**  
912-313-8776 | 304-744-4022  
\_\_\_\_\_  
**(Phone Number) (Fax Number)**

REQUEST FOR QUOTATION  
01-22-00124 Elevator Maintenance

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**EXHIBIT A – PREVENTIVE MAINTENANCE**

**Preventive Maintenance Activities Include:**

**1. Inspections**

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain, and n in the possession and control of the Agency. Monthly inspections include control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes. Power units, pumps, valves, and jacks. Car and hoist way door operating devices and door protecting equipment. Load weighers, car frames and platforms and counterweights. Safety mechanisms.

**2. Testing**

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

**3. Entrapment**

REQUEST FOR QUOTATION  
01-22-00124 Elevator Maintenance

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

**4. System Restart**

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

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

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

REQUEST FOR QUOTATION  
01-22-00124 Elevator Maintenance

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**EXHIBIT B – AGENCY FACILITIES AND UNITS**

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



REQUEST FOR QUOTATION  
01-22-00124 Elevator Maintenance

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**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ 375.00	x	12	=	\$ 4,500.00

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ 220.00	x	200	=	\$ 44,000.00

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	1.0	=	\$ 10,000.00

**Total Cost \***      \$ 58,500.00

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Oracle Elevator Co.

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

Date: 2/28/22

State of Indiana

County of Martin, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of February, 2022

My Commission expires 11-13-24, 2024

AFFIX SEAL HERE

Tori Michaels  
Notary Public  
SEAL

Putnam County, State of Indiana  
Commission Expires 11-13-24

NOTARY PUBLIC

Tori Michaels  
Purchasing Affidavit (Revised 01/19/2018)



ARFQ 0803 DOT2200000021 v2 Exceptions and Clarifications  
~~EVJUS-4781SX6644444465265 | git:mrw@rh\$evjgmsrw~~

Per Section 36 INDEMNIFICATION, please see the small change below:

**1. 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 arising from a negligent act or omission of the Vendor in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured 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.

A handwritten signature in blue ink, appearing to read "Chris Roberts".

Chris Roberts  
District Manager  
Oracle Elevator Holdco, Inc,  
[Chris.Roberts@oracleelevator.com](mailto:Chris.Roberts@oracleelevator.com)  
912-313-8776