

OTIS

DATE: December 11, 2006

TO:
State of West Virginia
Department of Administration ,Purchasing Division
2019 Washington Street East
P. O. Box 50130
Charleston, WV 25305

FROM:
Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

PROJECT LOCATION:
State of West Virginia Capitol Complex
RFQ—GSD076405

Dustin Bozek
304-965-2780
Dustin.Bozek@otis.com

Thank you for inviting Otis to tender this work. Our bid is conditioned on the understanding that:

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. In the event of a lawsuit, each party shall defend itself.

Any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

All other terms and conditions to be mutually acceptable.

OTIS ELEVATOR COMPANY

Date: 12/11/06

Signed: 

Print Name: Dustin Bozek

Title: Account Representative

OTIS TENDER CLARIFICATIONS



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

Request for Quotation

RFQ NUMBER
 GSD076405

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

SUPPLIER

*Otis Elevator Company
 4768 Cherry Drive
 Charleston, WV 25302*

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING ONE- ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/19/2006				
BID OPENING DATE: 12/04/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		910-13	\$ 32,332.84	
TOTAL MONTHLY ELEVATOR MAINTENANCE FEE						
<p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATIONS' GENERAL SERVICE DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A OPEN END CONTRACT FOR ELEVATOR MAINTENANCE PER THE ATTACHED SPECIFICATION.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 11/16/2006 AT 9:30 AM AT 2019 WASHINGTON STREET EAST, CHARLESTON WEST VIRGINIA (THE PURCHASING DIVISION). PLEASE CALL KRISTA FERRELL AT 304-558-4115 IF YOU NEED FURTHER DIRECTIONS. ALL VENDORS INTERESTED IN BIDDING ON THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED AT THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 20, 2006 AT 5PM. ALL QUESTIONS RECEIVED (INCLUDING THOSE RECEIVED AT THE PRE-BID) WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID SUBMISSION MAY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE 12/11/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER:
 GSD076405

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR


SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING ONE- ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 558-2317

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/04/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE SUBMITTED AT ANY TIME AND IN ANY FORMAT INCLUDING ORALLY.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: DATE: TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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VENDOR

SHIP TO

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10/19/2006				
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p>						
***** THIS IS THE END OF RFQ GSD076405 ***** TOTAL						\$ 420,000.08
						* please see attached this form

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: DATE: TITLE: PEIN: ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

1. GENERAL:

Through INVITATION TO BID, the West Virginia Purchasing Division for the agency, the West Virginia Department of Administration's General Services Division, is seeking bids for ELEVATOR PREVENTATIVE MAINTENANCE SERVICE AND REPAIR at the CAPITOL COMPLEX and outlying buildings as owned by the General Services Division (GSD), Charleston, West Virginia. There are approximately (18) locations with equipment consisting of Passenger, Freight, Dumbwaiter, Stair Lift, Handicapped Lift, Dock Leveler, and Stage Lift. Manufacturers include, but not limited to, Otis, Kone, Thyssen Krupp, Schindler, Virginia Controls, Motion Controls. The intent of this specification is to provide an ELEVATOR FULL MAINTENANCE, which includes all materials, parts, (replacement and repair); labor, tools, equipment, and sub contracting where necessary. This Contract will also encompass requests for emergency repairs as well as repairs for acts of vandalism, abuse, and change in design of obsolete parts.

1.01 TERM OF CONTRACT:

The initial period of the contract is for one (1) year period from the date of award. This contract can be renewed by mutual consent of the parties within sixty (60) days from the expiration of the contract. The successful contractor shall indicate the percentage increase or decrease of the monthly price and wage rates with their bid for subsequent periods of the contract. Ninety (90) days prior to the expiration date of the contract, GSD, and/or its agent, will conduct a survey of the equipment to determine if this contract should be renewed for an additional twelve (12) months.

1.02 PRE-BID CONFERENCE:

All interested bidders must carefully examine these specifications and applicable drawings, if any, ensuring that they are thoroughly familiarized with the requirements and conditions and to determine the extent of the work to be performed under the contract before submitting a bid price. All questions and concerns regarding these conditions and specifications shall be addressed to GSD, and/or its agent, at this meeting. A tour of the existing facilities will commence immediately after the pre-bid conference and as necessary to for the contractors to familiarize themselves with the existing condition of the elevators. The contractor will be responsible to examine and properly survey the outlying buildings prior to the bid opening. Failure to examine and inform himself of the existing conditions of the elevators will not alleviate the contractor from faithful and specific performance of his duties under the terms and conditions of this contract.

The Purchasing Officer for this contract is:

Krista Ferrell, Sr. Buyer
Department of Administration
Purchasing Division
State of West Virginia
Room MB60
1900 Kanawha Blvd.,
Charleston, West Virginia 25305
304-558-2596
304-558-4115 Fax

PRE-BID CONFERENCE DATE: _____

LOCATION: _____

TIME: _____

1.03 BID:

Award shall be made to the lowest bidder meeting the requirements of Section 1.16, Experience. The submitted price quotation, for elevator maintenance and any labor cost, shall remain firm during the initial contract period. Purchasing reserves the right to reject any/all bids if it is in the best interest of the State of West Virginia.

A. Bidding Information

For bidding purposes, each interested bidder will include the following in their price quotations:

- 1) Total Cost to maintain elevators and equipment herein.
(See attachment "A")
- 2) 100 hours of estimated, unscheduled maintenance (emergency call-in service) for each one (1) year period. The cost of unscheduled service is to be based upon the difference between regular and overtime labor at the submitted hourly approved rates. (See attachment "A")
- 3) An estimated \$10,000 for each 1 year period, for material not covered under the contract due to vandalism or misuse. Associated parts shall be invoiced at DEALER'S COST plus the contractor's stated markup. (See attachment "A")

1.04 CONTRACT AWARD

- A. The AWARDED CONTRACTOR must provide a unit cost to maintain each elevator in the buildings listed herein. (See Attachment "A") GSD reserves the right to add or delete the number of elevators maintained under these specifications at anytime following notification of the AWARDED CONTRACTOR at least seven (7) days in advance of such action. The cost of additional services or savings of discontinued services will be computed by adding or subtracting the additional or deleted elevators by the unit cost for maintaining same.

The AWARDED CONTRACTOR must submit a complete Preventive Maintenance schedule to the Contract officer for review and approval prior to contract commencement.

The AWARDED CONTRACTOR will be held strictly responsible for accomplishing the work outlined in their Preventive Maintenance schedule. The scheduled maintenance should be carefully planned to space the required work over the full term of the contract. GSD, however, reserves the right to reschedule work if deemed necessary.

- B. HOURLY RATES: The AWARDED CONTRACTOR must provide the hourly rate sheet, including class of employee to be used on the contract.

All work performed outside of the normal working hours (work that cannot be scheduled due to possible interruption of State Government operations) will be authorized by GSD. The AWARDED CONTRACTOR will be paid at the established straight time hourly rate.

All AUTHORIZED maintenance repair work done after regular working hours, including vandalism or misuse, shall be invoiced at the approved overtime labor rate schedule submitted upon contract award.

- C. No change to this contract shall be made without an approved change order.

1.05 INSURANCE:

The AWARDED CONTRACTOR will perform the work required by the contract as an independent contractor and not as an agent of GSD. The AWARDED CONTRACTOR shall purchase and maintain at its expense the following types of insurance issued by the companies acceptable to GSD and authorized to conduct such business under the laws of the State of West Virginia.

- A. Worker's Compensation Insurance for all of the AWARDED Contractor's employees and those of any subcontractor engaged in work at the site of the project in accordance with the Worker's Compensation Act and any supplements or amendments thereof.
- B. Public liability and property damage insurance to protect the State of West Virginia, the AWARDED CONTRACTOR, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which

may arise from operations under this contract whether such operations be by the AWARDED CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$1,000,000 each person and/or as required by the State of West Virginia. Such policies shall be occurrence rather than claims-made policies and shall name the State of West Virginia as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the State as an additional insured, against the insurance coverage in regard to the work performed for the State of West Virginia. Insurance shall include provisions for completed operations as performed by the Contractor.

Prior to commencement of work under the contract, the AWARDED CONTRACTOR shall provide the Contract Officer with current certificates of insurance enumerated in (A) and (B) of this Insurance Section. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or changed until at least thirty (30) days prior written notice has been given to GSD.

1.06 SCOPE:

The AWARDED CONTRACTOR must provide a "full service" elevator maintenance program on the elevator equipment listed in Attachment "A". Said service shall include labor, supervision, materials, equipment, and tools necessary to maintain the elevators in first class operating condition at all times.

The AWARDED CONTRACTOR will provide a mechanic for forty (40) hours per week for dedicated maintenance and repairs under this contract for all units located within the city limits of Charleston, WV. Additional workers to be added as needed for no additional cost under the maintenance agreement to perform maintenance, repair, testing and any other function normally performed by the elevator trade.

1.07 SERVICE:

Included in this "Full Service" contract is the requirement to perform and accomplish scheduled preventive maintenance, safety checks and tests, and routine and emergency repairs. All integral electrical and mechanical devices of the elevators are included herein. At a minimum the AWARDED CONTRACTOR shall:

- A. Perform a monthly scheduled program of examinations, lubrications, adjustments, and cleaning. Preventive maintenance for hydraulic elevators shall be a minimum of one (1) hour; PER UNIT, PER MONTH; preventive maintenance for traction elevators shall be a minimum of two (2) hours, PER UNIT, PER MONTH.
- B. Replace or repair the below listed parts or equipment when it has been determined that same should be replaced or repaired due to age, for safety reasons, or due to frequent mechanical breakdowns:

Hoisting Machines and Machine Brakes
Motor Generators or Solid State Motor Drives
Transformers, Filters
Control, Selector, Dispatch, Signal and Relay Panels
Hoisting Motors
Selector Motors and Drives
Worms, Gears, Bearings and Rotating Elements
Brakes, Coils, Linings, Shoes, and Pins
Brushes, Commutators, Windings, and Coils
Contacts, Relays, Resistors, and Transistors
Solid State Panels, Boards, and Control Devices
Computers, PLC's, Video monitors
PLC's software and hardware
Hydraulic Power Units
Operating Valves, both Manual and Automatic
Pistons and their Packing
Mufflers and Silencers
Pipe and Pipe Fittings Located Above Ground
Control Wiring
Hydraulic Fluid
Hydraulic Fluid Reservoirs
Guide Shoe Gibs and Rollers
Control Cables
Hoisting and Governor Cables and their Fastenings
Drive, Governor, Deflector, and Compensating Sheaves and their Contacts
Car and Counterweight Safeties
Overspeed Governors
Buffers and their Contacts
Limit, Landing, Leveling, and Slow-Down Switches
Anti-Creep Devices
Operating Buttons and Switches, including Key Type
Hatch Door Interlocks and Gate and Door Contacts
Door and Gate Operating Equipment
Door Protective Devices
Load Weighting and Dispatching Devices
Compensating Cables or Chains
Position and speed encoders
Indicator lamps and indicators LED's
Car station telephones
Batteries for any piece of equipment
Remote monitoring devices
Emergency lowering devices
Any integral piece of equipment not specifically mentioned herein

- C. The AWARDED CONTRACTOR must be able to respond to calls for maintenance within one (1) hour (one half hour [30 min.] in life and safety

threatening situations) after receipt of the call to have an elevator operating properly within twenty-four (24) hours after arrival.

Under no circumstances will any shut-down or breakdown be allowed to keep the elevator out of service for any period in excess of twenty-four (24) hours without the concurrence of the Contract Officer. The AWARDED CONTRACTOR must have sufficient spare parts, labor, and materials to ensure that this time frame is adhered to.

The Telephone number of the AWARDED CONTRACTOR shall be available to GSD so that contract can be made with their Service Center 24 hours a day.

- D. Furnish and apply lubricants as per the manufacturer's specifications.
- E. Lubricate guide rails except for roller guide installations.
- F. Re-lamp all elevator signals yearly and as needed, but only during regularly scheduled visits.
- G. Periodically equalize the tension on the hoisting cables and compensating cables if installed. Monitor rope stretch and shorten ropes when required to maintain proper run-by.
- H. The AWARDED CONTRACTOR shall perform all required safety tests and/or calibrations as required by the latest edition of the ANSI A17.1-2005 Code, and ANSI A17.3 2005 Code. In addition, this contract shall also require the AWARDED CONTRACTOR to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector, and/or a designated West Virginia elevator consultant(s). *All Five yr test are done.*
- I. Analyze twice each year the elevator equipment and make all repairs, replacements and adjustments required to maintain the equipment in safe operating conditions. The results of the analysis shall be submitted to the Contract Officer for review and action.
- J. Analyze twice each year the elevator equipment performance. This analysis will include riding quality, equipment conditions, and operational systems. The AWARDED CONTRACTOR will then make all repairs, replacements and adjustments required to maintain the elevator at the manufacturer's operating performance levels. The results of the analysis shall be reviewed with the Contract Officer.
- K. Perform a full rated speed and load test of the safeties, governors, and buffers as required by ANSI A17.1 Code or any local governing code when required. The results of the test will be provided to GSD's Contract Officer for review. The elevators to be tested will be assigned by GSD within five (5) days after award of the contract.
- L. Each quarter the AWARDED CONTRACTOR must clean elevator hatchway equipment, including rails, door hangers, car tops, hatchway switches, and buffers. *

- M. Make replacement, adjustments and repairs to the equipment required by reason of ordinary wear and tear.
- N. Upon written request from GSD, recommend additional equipment or repairs of existing equipment to discourage vandalism to or misuse of any part of the equipment.
- O. Test emergency light, alarm, telephone, fire recall, emergency return units once a month and properly note the date on a form to be posted in the elevator machine room.
- P. On all hydraulic elevators, measure the volume of hydraulic oil in the tank reservoir each month, and record this measurement on a form in the elevator machine room. Once every six months perform a static load test of the elevator for a period of not less than fifteen minutes, and record any movement of the elevator on the form. Any downward movement of the elevator in excess of $\frac{1}{2}$ " shall be cause for the elevator to be taken out of service until the nature and cause of the leak to be corrected.
- Q. Test all equipment for proper operation in all buildings that have emergency generators on a regular basis.
- R. Keep a current elevator log book for each elevator in the elevator machine room per the ANSI A17.1 requirements.
- S. The AWARDED CONTRACTOR shall notify GSD in writing regarding any necessary services, coverage's or items which may have been omitted from the maintenance contract specifications and any irregularities, discrepancies or duplications that could affect full comprehensive intent of the technical portion of these specifications. GSD, upon receiving such notice, may solicit the advice of an elevator consultant(s) in regards to an interpretation of such notice(s). The final and written determination of the elevator consultant will be binding upon the AWARDED CONTRACTOR.

1.08 WHAT IS NOT INCLUDED:

- A. Repair and/or replacement of the following items:
 - Cylinders, Casings, and Buried Piping and Buried Conduits
 - Hoistway Gates, Doors, Frames and Sills
 - Hoistway Enclosures
 - Emergency Car Lights
 - Car Enclosures Including: Panels, Ceilings, Diffusers, Light Tubes and Bulbs, Door Gates, Ventilation Equipment, Handrails, Mirrors, Carpets, Applied Floor coverings
 - Cover plates for Signal Fixtures
 - Music Systems, Car heaters and/or Air Conditioners
 - Communications Systems (intercoms)
 - Smoke and Heat Sensors

Main Line Power Switches, Breakers, and Feeders to Elevator Control Equipment 011

- B. Safety tests other than outlined herein.
- C. Additional features, attachments, replacements with parts of different design when recommended or directed by law or regulation.
- D. Major upgrades and renovations to existing equipment.**

1.09 PAYMENT FOR SERVICES:

The AWARDED CONTRACTOR will prepare and submit to the GSD a monthly invoice, in triplicate, to cover the services rendered during the preceding month. This invoice will include identified equipment and its location. The Bureau will verify the amount of the invoice with the Contract Officer to ensure that no deductions should be made due to unsatisfactory services. All charges for additional work will be reflected on the succeeding month's payment.

1.10 UNSATISFACTORY SERVICE:

When services performed by the AWARDED CONTRACTOR are considered unsatisfactory by GSD, the AWARDED CONTRACTOR shall be given five (5) working days to render satisfactory services. If at the end of five (5) days the services are still considered unacceptable, GSD reserves the right to secure satisfactory services from another vendor and surcharge the AWARDED CONTRACTOR any and all difference in cost between the contract price and the cost GSD pays the other contractor.

1.11 DEDUCTIONS IN PAYMENT:

GSD will make deduction from monthly payments if the AWARDED CONTRACTOR fails to perform the work specified herein in a satisfactory manner. All deductions in monthly payments will be computed on the basis of work found unacceptable or failure to respond to elevator service repair calls within the required time period or failure to complete elevator repairs or maintenance within the twenty-four (24) hour period as outlined in these specifications.

Specifically, deductions will occur in the following instances:

- A. Failure to complete preventive maintenance schedules within the designated time frames (monthly unit deduction). A deduct of the monthly unit price as established in Bid Schedule "A" will be applied to the monthly invoice.
- B. Failure to respond to and to complete non-scheduled or emergency repairs on all components of the elevator system within established labor hours and work standards. A deduct of \$75.00 per day, per unit, will be deducted from the monthly invoice.

C. Failure to respond life-threatening, safety threatening EMERGENCY ELEVATOR SERVICE REQUESTS within the following designated time frames:

- One half hour (30 min.) – 8:00 am – 4:30 pm
- One hour (60 min.) – 4:30 pm – 8:00 am

D. The removal of any elevator for modernization, upgrade, and/or major repair by another entity.

1.12 SPARE PARTS INVENTORY:

The AWARDED CONTRACTOR must maintain a supply of spare leading and replacement parts in their warehouse inventory. All replacement parts and materials shall be specifically designed for the elevators on which they are to be used, including any special keys, safety wrenches, operation keys for fire recall, independent service, light/fan, inspection, and any other keys used for operation of the elevators.

1.13 REPORTS:

The AWARDED CONTRACTOR must prepare and furnish monthly reports to the General Services Division, and must proceed at once to make all repairs and adjustments required to keep the elevator equipment in a safe and first-class operating condition. All work must include regular and systematic inspections of all elevator equipment and adjustments or replacements of all worn or deteriorated parts and furnishings of all appurtenances for testing, as well as all outlines required and/or recommended in the latest edition of the American Standards Safety Code for Elevators, Dumbwaiters and Escalators, including all latest revisions and addenda and all as herein specified.



© - service

The AWARDED CONTRACTOR must submit a monthly report (within five [5] working days after the previous month) to the Contract Officer outlining all schedule preventive maintenance, as well as repairs and replacements (service calls), and emergency service accomplished during that period.

1.14 BREAKDOWNS AND SHUT-DOWNS:

A. The AWARDED CONTRACTOR must respond to a call for repair of any elevator that has broken down by arriving at the site within one (1) hour after notification, (one half hour (30 min.) if life or threatening situation). If the AWARDED CONTRACTOR does not arrive within the designated time following notification, said AWARDED CONTRACTOR must pay GSD, as liquidated damages, the sum of \$75.00 for each hour of delay. *

B. Under no circumstances will any minor shut-down or breakdown last longer than twenty-four (24) hours after arrival at the site by AWARDED CONTRACTOR. If the AWARDED CONTRACTOR fails to complete the repair or maintenance within twenty-four (24) hours after arrival, the

AWARDED CONTRACTOR must pay GSD, as liquidated damages, the sum of \$75.00 for each hour of delay.

- C. All major shutdowns or breakdowns must be immediately reported to the Contract Officer within two (2) hours after such determination is made. A follow-up written report concerning the nature of the problem and the expected date when the problem will be corrected must be submitted to the Contract Officer within three (3) working days following the shut-down or breakdown.
- D. Liquidated damages will not be assessed where performance is prevented or delayed by acts of God, freight embargoes, strikes, fire, acts of Government, or any other cause beyond the control of the AWARDED CONTRACTOR provided that same:
Notified the GSD of such circumstances and the GSD concurs with the information provided.
- E. The amount of any liquidated damages assessed against the AWARDED CONTRACTOR will be deducted from monthly payments.
- F. All service calls placed during the regular working hours of the regular working days for which the AWARDED CONTRACTOR is to be on site will be included in the fixed monthly sum charged to the State of West Virginia. There will be no charge by the AWARDED CONTRACTOR to the State of West Virginia for any service call, regardless of the cause for the service call. The cost of remedial repairs to return the elevator back to building service will be included in the contract if no additional labor and material is required. If additional repairs are required to place the elevator back into building service and the cause of the service call was not due to normal wear and tear, then the Contractor, upon notifying GSD and approval from GSD, will be entitled to invoice for the remedial repairs outside of the initial service call. No additional work will be paid for by GSD unless specific authorization is given by GSD.

1.15 LOCAL CONDITIONS COVERING WORK:

PROCEDURES:

- A. During normal working hours (8:00 AM – 4:30 PM weekdays), the service technician must report to the Custodial Services Manager's Office and sign in before going to the job site to perform work.
- B. For emergency calls other than normal working hours, the service technician must sign the Capitol Police Log in the Lobby area.
- C. After completing all work in the building, the service technician will report back to the Custodial Service Manager's Office if the work is completed during the normal working hours.

The AWARDED CONTRACTOR must cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or

others whose presence is forbidden or undesirable and in bringing, storing, or removing all materials and equipment, to observe all rules and regulations in force on the grounds to avoid unnecessary dust or accumulated debris or undue interference with the convenience, sanitation, or routine of the State of West Virginia, and to prevent the loss of or damage to the property of the State and/or its employees.

The AWARDED CONTRACTOR must repair any and all damage they may cause to the building or property to the full satisfaction of the GSD.

The AWARDED CONTRACTOR must maintain each machine room hoistway and overhead in an uncluttered, clean condition at all times.

1.16 EXPERIENCE

ALL INTERESTED BIDDERS must have had a minimum of five (5) years recent (and within the past two (2) years) successful experience in fully maintaining elevators and dumbwaiters similar in size and type to the installations covered under these specifications. All bidders shall submit with their bid evidence of their reliability, ability, and experience by furnishing the following minimum requirements:

- A. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
 - 1) The AWARDED CONTRACTOR must obtain a criminal record check for each of its employees, as well as the employees of all subcontractors or suppliers, who will be required to enter the State of West Virginia buildings as part of this project.
 - 2) The criminal record check must be requested from the West Virginia State Police by completing a "Request for Criminal Record Check" form and submitting it to the West Virginia State Police.
 - 3) The AWARDED CONTRACTOR is responsible for the costs incurred for the record check, including the \$10.00 processing fee for each of its employees as well as the employees of subcontractors or suppliers who will be required to enter the building as part of the project.
 - 4) The forms must be obtained directly from the West Virginia State Police.
 - 5) The AWARDED CONTRACTOR shall not allow any contractor, subcontractor or supplier employee access to the buildings until the criminal record check has been performed.
 - 6) If the criminal check discloses a criminal record for the AWARDED CONTRACTOR, subcontractor, or supplier employee, the contractor shall not allow the employee access to the building unless authorized by the Division.

- 7) Failure to comply with the provisions of this section shall be grounds for termination of the contract for cause.
- B. The names and addresses of other concerns and/or similar institutions for which prior comparable services were rendered by the INTERESTED BIDDER.

The ability to meet the foregoing experience requirements and the adequacy of the information submitted will be considered by the GSD in determining the ability and capability of the INTERESTED BIDDERS.

Note: It is preferred that all information in the above section be submitted with the vendor's bid. The agency reserves the right to request this information. Vendors must submit any additional information requested within 48 hours of the request. Vendors failing to respond within this time frame may be disqualified.

1.17 PERSONNEL:

The AWARDED CONTRACTOR will provide thoroughly trained and competent personnel to accomplish the work specified herein. Said personnel must work between the hours of 8:00 am and 4:30 pm, Monday through Friday.

At the beginning of the contract, the AWARDED CONTRACTOR will provide the Contract Officer with the names, home addresses, home telephone numbers, and work assignments of each employee who will be working under the contract. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the Contract Officer.

GSD reserves the right to require that the AWARDED CONTRACTOR remove from the premises any employee who endangers the persons or property therein or whose continued employment under the contract is inconsistent with the best interest of GSD.

A. Worker Qualification:

The AWARDED CONTRACTOR will assign only employees who are competent and of good character to work on GSD's premises. All mechanics will have a minimum of five (5) years continuous employment in the elevator industry as a mechanic. Proof may be demanded of the contractor to supply verification of continuous employment of any employee furnished by the Contractor. GSD may accept certifications of any organizations which has tested and certified the competency of the mechanics and apprentices to be utilized.

These organizations may include, but not limited to, International Union of Elevator Constructors, and /or the National Association of Elevator Contractors, CET Program.

B. Responsibility:

The AWARDED CONTRACTOR will be held entirely responsible and accountable for all the actions of their employees. It should be clearly

understood that all personnel hired by the AWARDED CONTRACTOR under the contract agreement would NOT be considered employees of GSD. The AWARDED CONTRACTOR will enforce discipline and good behavior at all times among all employees and will remove unsatisfactory employees immediately in accordance with the forgoing provisions of the contract agreement.

1.18 HOLIDAYS

The State of West Virginia's offices are closed for twelve (12) holidays during the calendar year. Elevator maintenance services will not be required on the actual days observed for the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Veteran's Day	Labor Day	Christmas Day
President's Day	Columbus Day	West Virginia Day

All work schedules to be performed on the day observing a legal holiday will be resumed the next regularly scheduled workday.

Any special maintenance or repair work to be performed on an observed legal holiday must be approved by the Contract Officer.

1.19 HOLD HARMLESS CAUSE:

The AWARDED CONTRACTOR shall hold harmless and indemnify GSD and its officers, agents, consultants, and employees or any of them from any and all claims, demands, actions, or liability (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:

- A. Any services performed by the AWARDED CONTRACTOR, its agents or employees, except such services as are properly performed at the express direction of GSD.
- B. The use by the AWARDED CONTRACTOR of any copyrighted or non-copyrighted composition, security, deed, process patented invention, article, or appliance furnished or used in the performance of any services under the contract.
- C. The negligent, or equally more culpable, conduct by the AWARDED CONTRACTOR, its agents, subcontractors, or employees during the term of or in connection with the performance of the contract.
- D. Any act of negligence, and/or work which are contrary to the accepted practices and standards in the elevator industry. Furthermore, the AWARDED CONTRACTOR assumes control of the equipment while working on or about the equipment during its maintenance and repair duties. The AWARDED CONTRACTOR will hold GSD, and its agents or consultants, harmless for all acts of negligence.

1.20 TERMINATION OF AGREEMENT:

017

- A. If the AWARDED CONTRACTOR fails to fulfill, in timely and proper manner, its obligations under the contract, GSD shall give the AWARDED CONTRACTOR a reasonable opportunity to correct the deficiency. If the AWARDED CONTRACTOR fails to correct the deficiency, GSD, will recommend to the PURCHASING DIVISION to terminate the contract by giving written notice to the AWARDED CONTRACTOR setting for the reason(s) for and the effective date of such termination. GSD shall be entitled to damages if the contract is terminated as a result of the AWARDED CONTRACTOR'S non-performance or unsatisfactory performance. In addition to any increase in prices that GSD must pay another contractor to perform the required specified services. Such amounts may be deducted from any amounts due to the AWARDED CONTRACTOR.
- B. Purchasing shall have the right, at its sole discretion, to terminate the contract at its convenience upon written notice.
- C. Purchasing's obligation under the contract is payable only and solely from funds allotted for the purpose of the contract. If the sufficient funds are not appropriated by the State Legislature for continuation of performance under the contract, Purchasing may terminate the contract by giving written notice to the AWARDED CONTRACTOR stating the failure of appropriations as the reason for termination. All amounts accrued and due to the AWARDED CONTRACTOR up until the date of notice shall be paid by Purchasing. Purchasing shall be released from all further obligations.
- D. It may be possible during the term of this contract, that the GSD has purchased a building(s), perform elevator modernizations to buildings, which may add/delete the number of elevators to be included in this contract. If an elevator is to be added/deleted, GSD will give thirty (30) days written notice to the contractor that an elevator is to be added/or removed from coverage on the first day of the month following the thirty (30) day notice. The cost of coverage for the unit to be removed from the contract will be deducted from the monthly unit price.
- E. GSD has projects where one or more elevators in a building may be modernized during the term of this agreement. The elevator(s) will have a one year warranty period upon successful completion of the work. GSD, at its sole option, may take any/all elevators within the building where the work is being performed under a modernization contract, and place the maintenance requirements for that specific building with the Contractor performing the modernization work. The cost of coverage for the unit(s) will be deducted from the monthly unit price listed in the itemized schedule below.
- F. No change shall be made without an approved change order.

1.21 PRICE ADJUSTMENT

- A. At the end of the initial contract period, and upon the recommendation of GSD, and approval of the Purchasing Department, the GSD may wish to renew term of this contract for an additional twelve (12) month period. The Contractor shall be entitled to a review of his labor and material costs for the purpose of adjusting the maintenance fee sixty (60) days prior to the annual renewal date of this agreement each year.
 - 1) Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the change in the CPI for the month of November 2006 and November of the subsequent year of the renewal.
- B. Annual adjustments shall be effective the first day of the new contract and shall remain unchanged for the next twelve (12) months.
- C. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than five percent (5%) of the total contracted payment for the preceding contract year.

BIDDING INFORMATION

ATTACHMENT "A"

1. Total cost to maintain Equipment.

Year 1: \$ 399,394.08
 Year 2: 419,363.79
 Year 3 (OPTION):

2. Labor Rates for Work Outside the Scope of the Contract:

Year 1:

Mechanic: \$ 111.80, per hour x 100 hours = \$ 11,180.00
 Helper: \$ 78.26, per hour x 100 hours = 7,826.00

TOTAL ADDITIONAL LABOR:

Year 2 & 3 (Option)

Mechanic: \$ 117.39, per hour x 100 hours = \$ 11,739.00
 Helper: 82.18, per hour x 100 hours = 8,218.00

TOTAL ADDITIONAL LABOR:

All rates inclusive of travel, per diem, expenses.

Regular Overtime: 75 % of the above rates.
 Sunday & Holiday Overtime: 106 % of the above rates.

3. Material outside the Scope of the Contract:

Year 1: \$10,000, plus 30 % Markup = \$ 13,000
 Year 2: \$10,000, plus 30 % Markup = \$ 13,000
 TOTAL of 1 + 2 + 3 Year 1 \$ 431,400.08
 TOTAL of 1 + 2 + 3 Year 2 \$ 452,320.79

month for
one year

- Executive Car

760.94

\$ 9,131.28

TOTAL

\$ 4,565.64

\$ 54,787.68

Building 6:

class 3/4
no reduced 201

- N/E Car
- S/E Car
- S/W Car
- N/W Car
- Frt. Car

760.94

\$ 9,131.28

760.94

" "

760.94

" "

760.94

" "

760.94

" "

TOTAL

\$ 3,804.70

\$ 45,656.40

Building 7:

Pass. Car

250.00

\$ 3,000.00

Frt. Car

250.00

" "

TOTAL

500.00

\$ 6,000.00

Building 8:

Pass Car - gov. person

200.00

\$ 2,400.00

TOTAL

\$ 200.00

2,400.00

Building 13:

Car #1

250.00

\$ 3,000.00

Car #2

250.00

3,000.00

TOTAL

500.00

\$ 6,000.00

Building 15:

Car 1

250.00

\$ 3,000.00

TOTAL

250.00

3,000.00

Building 17:

Car 1	<u>250.00</u>	<u>\$ 3,000.00</u>
TOTAL	<u>250.00</u>	<u>\$ 3,000.00</u>

Building 20:

Passenger to be installed

Frnt. Car	<u>760.94</u>	<u>\$ 9,131.28</u>
TOTAL	<u>760.94</u>	<u>9,131.28</u>

Building 21:

W Car	<u>760.94</u>	<u>\$ 9,131.28</u>
E Car	<u>760.94</u>	<u>" "</u>
R Car	<u>250.00</u>	<u>3,000.00</u>
Frnt. Car	<u>760.94</u>	<u>9,131.28</u>
East Lift	<u>150.00</u>	<u>1,800</u>
West Lift	<u>150.00</u>	<u>" "</u>
TOTAL	<u>\$ 2,832.82</u>	<u>\$ 33,993.84</u>

Building 22:

at least one year thru May

E. Car	<u>760.94</u>	<u>\$ 9,131.28</u>
W. Car	<u>760.94</u>	<u>" "</u>
Frnt. Car	<u>760.94</u>	<u>" "</u>
TOTAL	<u>\$ 2,282.82</u>	<u>\$ 27,373.84</u>

Building 23:

Sec. Car	<u>760.94</u>	<u>\$ 9,131.28</u>
Pri. Car	<u>250.00</u>	<u>3,000</u>
TOTAL	<u>\$ 1,010.94</u>	<u>12,131.28</u>

Building 24:

E. Car	<u>760.94</u>	<u>\$ 9,131.28</u>
W. Car	<u>760.94</u>	<u> " "</u>
TOTAL	<u>\$ 1,521.88</u>	<u>\$ 18,262.56</u>

Building 25:

Pass. Car	<u>250.00</u>	<u>\$ 3,000.00</u>
Fr. Car	<u>760.94</u>	<u>9,131.28</u>
TOTAL	<u>\$ 1,010.94</u>	<u>12,131.28</u>

Building 32:

Elevator #1	<u>250.00</u>	<u>3,000.00</u>
Elevator #2	<u>250.00</u>	<u>3,000.00</u>
TOTAL	<u>\$ 500.00</u>	<u>6,000.00</u>

Building 36:

Elevator #1	<u>250.00</u>	<u>3,000.00</u>
Elevator #2	<u>250.00</u>	<u> " "</u>
Elevator #3	<u>250.00</u>	<u> " "</u>
Elevator #4	<u>760.94</u>	<u>9,131.28</u>
TOTAL	<u>\$ 1,510.94</u>	<u>\$ 18,131.28</u>

Building 37:

Elevator #1	<u>250.00</u>	<u>3,000.00</u>
Elevator #2	<u>250.00</u>	<u> " "</u>
Elevator #3	<u>250.00</u>	<u> " "</u>
Elevator #4	<u>244.00</u>	<u>2,928.00</u>
TOTAL	<u>\$ 994.00</u>	<u>\$ 11,928.00</u>

TOTAL BID:	<u>\$ 32,332.84</u>	<u>\$ 387,994.08</u>
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020

1. ITEMIZED SCHEDULE:

LOCATION:	PER MO.	YEAR:
Building 1:		
South Car	<u>660.94</u>	<u>7,931.28</u>
North Car	<u>060.94</u>	<u>cc "</u>
Attorney Gen	<u>060.94</u>	<u>cc "</u>
Freight	<u>250.00</u>	<u>3,020.00</u>
East Car	<u>660.94</u>	<u>7,931.28</u>
West Car	<u>660.94</u>	<u>cc "</u>
E. Ch. Lft.	<u>150</u>	<u>1800</u>
W. Ch. Lft.	<u>133</u>	<u>1596</u>

**EV0001639 Capitol Complex Building 1 W/C Lift West Wing (Serial #AS16392) Not in service and is not a part of this contract.

Dock Lft.	<u>660.94</u>	<u>7,931.28</u>
Gov. Car.	<u>760.94</u>	<u>9,131.28</u>
TOTALS	\$ <u>5,259.58</u>	<u>63,114.96</u>

Building 3:

S/W Car	<u>760.94</u>	<u>9,131.28</u>
N/W Car	<u>cc "</u>	<u>cc "</u>
N/E Car	<u>cc "</u>	<u>cc "</u>
S/E Car	<u>cc "</u>	<u>cc "</u>
TOTALS	<u>3,013.76</u>	<u>36,525.12</u>

Building 4:

N. Car	<u>760.94</u>	<u>9,131.28</u>
S. Car	<u>cc "</u>	<u>cc "</u>
*W/C Lift	<u>150</u>	<u>1800</u>
TOTAL	\$ <u>1,671.88</u>	<u>20,062.56</u>

Building 5:

S/W Car	<u>760.94</u>	<u>9,131.28</u>
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S/E Car	<u>760.94</u>	<u>9131.28</u>	021
N/E Car	<u>cc 9</u>	<u>cc "</u>	
N/W Car	<u>cc 0</u>	<u>cc "</u>	

Frgt Car	<u>760.94</u>	<u>cc 7</u>
Executive Car	<u>cc 7</u>	<u>cc "</u>
TOTAL	<u>4565.04</u>	<u>54,787.68</u>

Building 6:

N/E Car	<u>760.94</u>	<u>9131.28</u>
S/E Car	<u>cc 9</u>	<u>cc "</u>
S/W Car	<u>cc "</u>	<u>cc "</u>
N/W Car	<u>cc "</u>	<u>cc "</u>
Frgt. Car	<u>cc "</u>	<u>cc "</u>
TOTAL:	<u>3,804.70</u>	<u>45,656.60</u>

Building 7:

Pass. Car	<u>250</u>	<u>3,000</u>
Frgt. Car	<u>250</u>	<u>3,000</u>
TOTAL	<u>500</u>	<u>6,000</u>

Building 8:

Pass Car	<u>200</u>	<u>2400</u>
TOTAL:	<u>200</u>	<u>2400</u>

Building 13:

Car #1	<u>250</u>	<u>3,000</u>
Car #2	<u>250</u>	<u>3,000</u>
TOTAL	<u>500</u>	<u>6,000</u>

Building 15:

Car 1	<u>250</u>	<u>3000</u>
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Building 17:

022

Car 1

250 3,000

Building 20:

Frgt Car

760.94 9131.28

Building 21:

W Car

760.94 9131.28

E Car

cc " cc "

R Car

250.00 3000

Frgt. Car

760.94 9131.28

East Lift

150 1800

West Lift

cc " 1800

TOTAL

2832.82 33993.84

Building 22:

E. Car

760.94 9131.28

W. Car

cc " cc "

Frgt. Car

cc " cc "

TOTAL:

2282.82 27,393.84

Building 23:

Sec. Car

760.94 9131.28

Pri. Car

250 3000

TOTAL

1010.94 12131.28

Building 24:

E. Car

760.94 9131.28

W. Car

cc " cc "

TOTAL

1521.88 18,262.56

Building 25:

023

Pass Car	<u>250</u>	<u>3000</u>
Frgt. Car	<u>760.94</u>	<u>9131.28</u>
TOTAL	<u>1521.88</u>	<u>18262.56</u>

Building 32:

TOTAL	<u>500</u>	<u>6,000</u>
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Building 34:

TOTAL	<u>0</u>	<u>0</u>
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Building 36:

TOTAL	<u>1510.94</u>	<u>18131.28</u>
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Building 37:

TOTAL	<u>994.00</u>	<u>11908.00</u>
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Building: 100 Municipal Plaza Weirton:

Elevator 1:	<u>400</u>	<u>4800</u>
Elevator 2:	<u>400</u>	<u>4800</u>
TOTAL:	<u>800</u>	<u>9600</u>

TOTAL BID:	<u>33,282.84</u>	<u>399,374.08</u>
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD076405

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

|||||
 Otis Elevator
 Attention: Dan Swedberg
 4768 Chimney Drive
 Charleston, WV 25302

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING ONE- ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 558-2317

DATE PRINTED 11/29/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/12/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO ANSWER ALL QUESTIONS RECEIVED PRIOR TO THE 11/20/2006 DEADLINE. ONLY QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF THE VENDOR'S BID WILL CONTINUE TO BE ACCEPTED.		
				ALSO TO EXTEND THE BID OPENING DATE TO ALLOW VENDORS TIME TO INCORPORATE THESE QUESTIONS AND ANSWERS INTO THEIR BID REAPONSE.		
				BID OPENING DATE IS EXTENDED TO: 12/12/2006 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	MN		910-13	# 32,332.89	
				TOTAL MONTHLY ELEVATOR MAINTENANCE FEE		
				***** THIS IS THE END OF RFQ GSD076405 *****		\$ 400,000.08
				TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: # see attached letter DATE: 12/11/06

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ: GSD076405
ADDENDUM NO. 1
QUESTIONS AND ANSWERS
11/29/2006

Below are the answers to all technical questions raised prior to the November 20, 2006 deadline. Only questions pertaining to the actual submission of a vendor's bid will be accepted and answered.

Question:

How many units are associated with the one full-time mechanic? The "minimum one full-time mechanic" is to be associated with the Capitol Complex buildings only. Assuming there are 36 units affiliated with the Capitol Complex. Are any of the buildings 20-32 associated with the Capitol Complex?

Answer:

Generally a service call is of one such as non running or elevator car stuck between floors. The local elevator company can elect to either service those calls by their staff off of the Capitol Complex or by another employee of theirs. I see no problem with either system as long as it is recorded for a service call and they answered the service call with in the stated times of the contract.

Vendor is to made aware that a service call must be relayed back to General Services as being completed.

The following buildings are part of the Capitol Complex Charleston area.



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

Request for Quotation

RFQ NUMBER
GSD076405

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

TO VENDOR

*709003651 304-755-5874
**OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE
 CHARLESTON WV 25302-4804**

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING ONE- ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2006				

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
<p>THIS ADDENDUM IS ISSUED TO REVISE THE PRICING SHEETS (PAGES 20-23 OF THE ORIGINAL RFQ) AND TO INCLUDE PRICING LINES FOR THE ADDED BUILDING AT 100 MUNICIPAL PLAZA IN WEIRTON, WEST VIRGINIA.</p> <p>ALSO TO EXTEND THE BID OPENING DATE.</p> <p>BID OPENING DATE IS EXTENDED TO: 12/20/2006 BID OPENING TIME REMAINS: 1:30 PM</p> <p>***** END ADDENDUM NO. 2 *****</p>						
0001	1	MN	910-13	TOTAL MONTHLY ELEVATOR MAINTENANCE FEE	33,282.84	
***** THIS IS THE END OF RFQ GSD076405 ***** TOTAL:						43,400.08

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

32,949.84

024

EV#	LocationName	SerialNo	InstalYr	Make	Type	Capacity	Speed	Land	Mod Yr	Insp.
EV0001639	Capitol Complex, Building 1, Ele #1, East Wing	98966	1996	Murphy	Elevator/Traction -	2,500	350	5		5/06 RI
EV0001639	Capitol Complex, Building 1, Ele #2, East Wing	BE 8350	1994	Dover	Elevator/Traction -	2,500	350	5		5/06
EV0001639	Capitol Complex, Building 1, Ele #3, MB, Attorney General O	200450	1926	Otis	Elevator/Traction -	1,800	100	3	1998	2/06 RI
EV0001639	Capitol Complex, Building 1, Ele #4, MB	ET 9078	2005	Thyssen	Elevator/Hydraulic-	2,500	125	4		2/06JE
EV0001639	Capitol Complex, Building 1, Ele #5, MB, House Side	200447	1926	Otis	Elevator/Traction -	2,500	500	4	1997	5/06 RI
EV0001639	Capitol Complex, Building 1, Ele #6, MB, Senate side	200448	1926	Otis	Elevator/Traction -	2,500	500	4	1997	5/06 CC
EV0001639	Capitol Complex, Building 1, Ele #7, MB, Gov. Office	200449	1926	Otis	Elevator/Traction -	1,800	100	3	2004	2/06 RI
EV0001639	Capitol Complex, Building 1, Ele #8, West Wing	107135	1997	Millar	Elevator/Traction -	2,500	350	5		5/06 RI
EV0001639	Capitol Complex, Building 1, Ele #9, West Wing	98967	1996	Murphy	Elevator/Traction -	2,500	350	5		5/06 CC
EV0001639	Capitol Complex, Building 1, W/C Lift, West Wing	AS16392	1994	Porchliff	Wheelchair Lift -	750	15	2		5/06
EV0001639	Capitol Complex, Building 1, W/C Lift, East Wing	AS16391	1994	Porchliff	Wheelchair Lift -	750	15	2		5/06
EV0001639	Capitol Complex, Building 3, Ele #1	C-30184	1979	Dover	Elevator/Traction -	3,000	500	9	2006	5/06
EV0001639	Capitol Complex, Building 3, Ele #2	C-30185	1979	Dover	Elevator/Traction -	3,000	500	9	2006	MOD
EV0001639	Capitol Complex, Building 3, Ele #3	C-30186	1979	Dover	Elevator/Traction -	3,000	500	9	2005	2/06K
EV0001639	Capitol Complex, Building 3, Ele #4	C-30187	1979	Dover	Elevator/Traction -	3,000	500	9	2006	5/06
EV0001639	Capitol Complex, Building 4, #1, Left	B03085	1953	Dover	Elevator/Traction -	2,500	500	8	1991	5/06 CC
EV0001639	Capitol Complex, Building 4, #2, Right	B03086	1953	Dover	Elevator/Traction -	2,500	500	8	1991	5/06 CC
EV0001639	Capitol Complex, Building 4, W/C Lift,	6608LA		Porchliff	Wheelchair Lift -	450	20	2		5/06
EV0001639	Capitol Complex, Building 5, Ele #1	207110	1968	Otis	Elevator/Traction -	3,500	500	11	2002	5/06
EV0001639	Capitol Complex, Building 5, Ele #2	207111	1968	Otis	Elevator/Traction -	3,500	500	11	2002	MOD
EV0001639	Capitol Complex, Building 5, Ele #3	207112	1968	Otis	Elevator/Traction -	3,500	500	11	2002	5/06
EV0001639	Capitol Complex, Building 5, Ele #4	207113	1968	Otis	Elevator/Traction -	3,500	500	11	2002	5/06
EV0001639	Capitol Complex, Building 5, Ele #5, Service	207114	1968	Otis	Elevator/Traction -	2,500	500	11	2006	MOD
EV0001639	Capitol Complex, Building 5, Ele #6, Ftt	207115	1968	Otis	Elevator/Traction -	5,000	350	12		5/06
EV0001639	Capitol Complex, Building 6, Ele #1	207117	1968	Otis	Elevator/Traction -	3,500	500	9		OS
EV0001639	Capitol Complex, Building 6, Ele #2	207118	1968	Otis	Elevator/Traction -	3,500	500	9		OS
EV0001639	Capitol Complex, Building 6, Ele #3	207119	1968	Otis	Elevator/Traction -	3,500	500	9	2002	5/06
EV0001639	Capitol Complex, Building 6, Ele #4	207120	1968	Otis	Elevator/Traction -	3,500	500	9	2002	5/06
EV0001639	Capitol Complex, Building 6, Ele #5	207116	1968	Otis	Elevator/Traction -	5,000	350	10		5/06
EV0001639	Capitol Complex, Building 7, Ele #1	207121	1968	Otis	Elevator/Hydraulic-	2,000	125	3		6/06 RI
EV0001639	Capitol Complex, Building 7, Ele #2, Ftt	207122	1968	Otis	Elevator/Hydraulic-	10,000	100	3		5/06 RI
EV0001639	Capitol Complex, Building 8, Ele #1, Governors Manion	0105811H	2004	Inclinator	Private Residence-	750	37	4		5/06 CC
EV0001639	Capitol Complex, Building 13, Ele #1, Parking Garage	419793	1999	Otis	Elevator/Hydraulic-	2,500	125	4		5/06 CC
EV0001639	Capitol Complex, Building 13, Ele #2, Parking Garage	419792	1999	Otis	Elevator/Hydraulic-	2,500	125	4		5/06 CC

100 and Annex 9

025

EV#	LocationName	SerialNo.	InstallYr	Make	Type	Capacity	Speed	Landl	Mod Yr	Insp.
EV0001639	Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	EH 5329	1997	Dover	Elevator/Hydraulic	2,500	100	2	---	5/06 RI
EV0001639	Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	E-53373	1978	Dover	Elevator/Hydraulic	2,100	100	3	---	5/06 RI
EV0001639	Building 20, Ele #1, 6171 Leon Sullivan Way, (Old Liquor Whs	16537	1955	Wanner	Elevator/Traction/F	6,000	75	6	---	6/06 CC
EV0001639	Building 22, Ele #1, Tax & Revenue, Lee & Dickinson St	232587	1968	Otis	Elevator/Traction	3,500		9	---	3/06 JE-R
EV0001639	Building 22, Ele #2, Tax & Revenue, Lee & Dickinson St	232588	1968	Otis	Elevator/Traction	3,500		9	---	3/06 JE-R
EV0001639	Building 22, Ele #3, Tax & Revenue, Lee & Dickinson St	232515	1967	Otis	Elevator/Traction	5,000		11	---	OS
EV0001324	Building 36, Ele #1, One Davis Square, 321 Capital St	E-89689	1986	Dover	Elevator/Hydraulic	2,500	150	5	---	6/06 RI
EV0001324	Building 36, Ele #2, One Davis Square, 321 Capital St	E-89690	1986	Dover	Elevator/Hydraulic	2,500	150	5	---	6/06 CC
EV0001324	Building 36, Ele #3, One Davis Square, 321 Capital St	E-89691	1986	Dover	Elevator/Hydraulic	2,000	100	2	---	6/06 RI
EV0001324	Building 36, Ele #4, One Davis Square, 321 Capital St	C 19319	1957	Shepard-W	Elevator/Traction/F	4,000	75	5	---	6/06 CC
EV0002973	Building 37, Ele #1, DEP-Kanawha City, 610 57th St.	ER 2654	2004	Thyssen	Elevator/Hydraulic	3,000	160	3	---	6/06
EV0002973	Building 37, Ele #2, DEP-Kanawha City, 610 57th St.	ER 2655	2004	Thyssen	Elevator/Hydraulic	3,000	160	3	---	6/06 CC
EV0002973	Building 37, Ele #3, DEP-Kanawha City, 610 57th St.	ER 2656	2004	Thyssen	Elevator/Hydraulic	3,000	160	3	---	6/06
EV0002973	Building 37, Ele #4, DEP-Kanawha City, 610 57th St.	ER 2657	2004	Thyssen	Elevator/Hydraulic	5,000	150	3	---	6/06
EV0001092	Bldg 21, Ele #1, St Office Comp -109 Adams St., Fairmont	C-42745	1986	Dover	Elevator/Traction	2,100	200	6	---	5/06
EV0001092	Bldg 21, Ele #2, St Office Comp -109 Adams St., Fairmont	C-42746	1986	Dover	Elevator/Traction	2,100	200	6	---	5/06
EV0001092	Bldg 21, Ele #3, St Office Comp -109 Adams St., Fairmont	E-93062	1999	Dover	Elevator/Hydraulic	1,500	100	3	---	5/06 RI
EV0001092	Bldg 21, Ele #4, St Office Comp -109 Adams St., Fairmont	200190	1927	Warner	Elevator/Traction/F	4,000	100	6	---	5/06 RI
EV0001092	Bldg 21, Ele #5, W/C Lift #1, St Office Comp - Fairmont	6322-2	1987	Wheel-o-V	Wheelchair Lift -	500	10	2	---	5/06
EV0001092	Bldg 21, Ele #6, W/C Lift #2, St Office Comp - Fairmont	6322-1	1987	Wheel-o-V	Wheelchair Lift -	500	10	2	---	5/06
EV0001642	Bldg 23, Ele #1, 407 Neville St., Beckley	GO 30953	1957?	Westingho	Elevator/Traction	2,500	200	4	1974	6/06 RI
EV0001642	Bldg 23, Ele #2, 407 Neville St., Beckley	EA 3028	1988	Dover	Elevator/Hydraulic	3,500	140	5	---	6/06 RI
EV0001662	Bldg 24, Ele #1, John W. Davis 153 W Main St-Clarksburg				VACANT - NOT INSPECTED					
EV0001662	Bldg 24, Ele #2, John W. Davis 153 W Main St-Clarksburg				VACANT - NOT INSPECTED					
EV0001295	Bldg 25, Ele #1, WV St Office, 400 Avery St., Parkersburg	EA 7958	1989	Dover	Elevator/Hydraulic	2,500	100	6	---	5/06 RI
EV0001295	Bldg 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	16455	1955	Warner	Elevator/Traction	6,000	100	5	---	5/06 CC
EV0002878	Bldg. 32, Ele #1, WV St Office, 2699 Park Ave, Huntington	EP 2511	2002	Thyssen	Elevator/Hydraulic	5,000	125	2	---	5/06 RI
EV0002878	Bldg. 32, Ele #2, WV St Office, 2699 Park Ave, Huntington	EP 2510	2002	Thyssen	Elevator/Hydraulic	3,000	110	2	---	5/06 RI

Notes

MOD-being modernized now, ?-inspected but don't have date. Blank-to be inspected now, OS-Sealed Out-of-Service,

K-Kennedy, R-Repairs orded, JE-John Ellis, RI-Reinspection required, CC-Certification of Compliance or Reinspection required

Waban MV, 2 Ofs 211

A F F I D A V I T

026

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: OTIS FleckAuthorized Signature: Date: 12/11/06