



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
HOP70124

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

*709063719 304-342-8115
 THYSSENKRUPP ELEVATOR CO
 901 MORRIS STREET

 CHARLESTON WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 ROUTE 7
 TERRA ALTA, WV
 26764 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/17/2006				

BID OPENING DATE: **08/25/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-86		
REQUEST FOR QUOTATION BLANKET OPEN-END CONTRACT THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR HOPEMONT HOSPITAL TO PROVIDE ELEVATOR REPAIRS AND MAINTENANCE FOR 5 ELECTRIC ELEVATORS. PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) HOP70124 SPECIFICATIONS 2) AFFIDAVIT						
CONTRACT FOR ELEVATOR MAINTENANCE SERVICES CONTRACT TO PROVIDE ELEVATOR INSPECTIONS, MAINTENANCE AND REPAIRS FOR THE FIVE ELEVATORS LOCATED AT HOPEMONT HOSPITAL, TERRA ALTA, WV PER THE ATTACHED SPECIFICATIONS. MANDATORY VENDOR CONFERENCE IS SCHEDULED FOR AUGUST 2, 2006 AT 11:00 AM IN THE BUSINESS OFFICE OF HOPEMONT HOSPITAL. ANY VENDOR WHO FAILS TO ATTEND THE PREBID CONFERENCE WILL NOT BE CONSIDERED FOR AN AWARD. LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Edith Dancy</i>	304-342-8115	8-18-06
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	62-1211267	

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



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*709063719 304-342-8115
 THYSSENKRUPP ELEVATOR CO
 901 MORRIS STREET
 CHARLESTON WV 25301

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<p>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) 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-342-8115	DATE 8-18-06
TITLE Sales Manager	FEIN 62-1211267	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>SCHEDULE OF EVENTS: RELEASE OF THE RFQ.....7/21/2006 MANDATORY PRE-BID MEETING....11:00 AM.....8/2/2006 VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE (CLOSE OF BUSINESS).....8/4/2006 RESPONSE TO QUESTIONS/ADDENDUM ISSUED.....8/11/2006 BID OPENING DATE.....8/25/2006</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON AUGUST 4, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Cedric [Signature]</i>	304-342-8115	8-18-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	62-1211267	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR						

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SIGNATURE	TELEPHONE	DATE
<i>Ethan D...</i>	304-342-8115	8-18-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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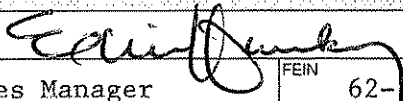
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<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-342-8115	8-18-06
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Sales Manager	62-211267	

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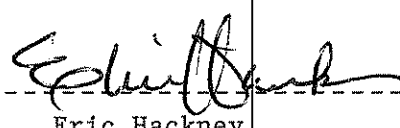
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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: --- ThyssenKrupp Elevator ---</p> <p>DATE: --- August 18, 2006 ---</p> <p>SIGNED: ---  --- Eric Hackney</p> <p>TITLE: --- Sales Manager ---</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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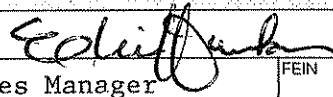
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<p>ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----FILE 22/ROBERTA WAGNER-----</p> <p>RFQ. NO.:-----HOP70124-----</p> <p>BID OPENING DATE:-----AUGUST 25, 2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----304-342-8141-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Eric Hackney -----						
***** THIS IS THE END OF RFQ HOP70124 ***** TOTAL:						<u>\$1,450/Month</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric Hackney</i>	TELEPHONE 304-342-8115	DATE 8-18-06
TITLE Sales Manager	FEIN 62-1211267	ADDRESS CHANGES TO BE NOTED ABOVE

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

I. GENERAL TERMS AND CONDITIONS

- 1.1 Successful vendor is to provide all labor, material, equipment, supplies and parts to perform monthly preventive/corrective maintenance and annual tests on the elevators at Hopemont Hospital, Route 7, Box 330, Terra Alta, West Virginia 26764.
- 1.2 All work shall be performed by skilled mechanics of the trade directly employed and supervised by the contractor. Except for call back services, hereinafter provided, all work shall be performed during regular established hours of the elevator trade, eight hours per day, Monday through Friday, Legal Holidays excluded.
- 1.3 The following specifications/publications of the latest issue in effect on the date of the bid opening shall form a part of this specification.
American Society of Mechanical Engineers (ASME) Code A17.1, "Safety Code for Elevators"
ASME Code A17.2, "Guide for Inspection of Elevator, Escalators, and Moving Walks"
ASME Code A17.3, "Safety Code for Existing Elevators and Escalators"
ASME Code A18.1, "Safety Code for Platform Lifts and Stairway Chair-lifts".
- 1.4 By submission of a bid, the vendor affirms that an inspection was made of all the major equipment, including cables associated with each elevator that is covered by this contract and the vendor attended the prebid mandatory on-site vendor's conference prior to the submission of a bid.
- 1.5 Contractor will furnish an evaluation of major equipment and cables that might require replacement during the potential three year term of this contract that would entail extra costs to the owner above the contract terms. Also, he should furnish with his bid his planned program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.
- 1.6 Contractor shall provide for all taxes, permit fees, and shall provide proof of general liability and property insurance in the amount of \$1,000,000.00 per occurrence, worker's compensations and any other items necessary to render owner free and harmless from all claims arising from services performed under this contract.

2. COMPETENCE OF CONTRACTOR:

- 2.1 The contractor shall have in his direct employment, the necessary organization and proper facilities to properly fulfill all the services required. He must employ only skilled, competent and trained elevator personnel, and must provide evidence that they have a through working knowledge of the engineering data, wiring, layouts and materials of the specified elevator and/or equipment.

3. SCOPE OF WORK:

- 3.1 Contractor will be responsible for performing both preventive and corrective maintenance so as to assure the operational reliability and safety of the elevators. Contractor should submit a proposed schedule of inspections and preventive maintenance procedure that he typically performs on each type of elevator. Under

- the preventive maintenance program, contractor will furnish and install parts that appear to be nearing a point of failure as necessary to keep the elevator in good operating condition at all times.
- 3.2 Contractor shall maintain the efficiency, safety and speed specified for each elevator at all times, including acceleration, retardation, contract speed in feet per minute, with and without full load, and floor door opening and closing time.
- 3.3 Contractor shall perform all necessary examinations, adjustments, and work necessary to initially adjust or replace all safety devices including governors; examine and equalize tension of all hoisting, compensating and governor ropes; all as necessary to insure maintenance of adequate safety factors in accordance with the manufacturer's specifications.
- 3.4 The preventive maintenance program shall include, but is not limited to, cleaning, painting, lubricating, packing, adjusting, calibrating, repairing, furnishing and replacing of parts and equipment and the furnishings of all equipment and parts as required by the manufacturer's specifications. To include but not limited to the following: bearing brakes, magnet coils, brakes, buffers, counter-weights, car safety devices, controller parts, communication, coils contracts, cams, car and hoist way door hangers, control panel, corridor position indicators, car door operators, or operation panels, car door operating devices, car flooring, car lights (except bulbs and fluorescent tubes), door operating devices, door tracks and guides, electric wiring, fuses, gears, generators, guide shoes, date hangers, governors, hall lanterns, heaters for oil reservoirs, hoist machine, interlocks, indicators, leveling devices, lamp bulb replacement in all fixtures (except general car lighting), magnet frames, motor, motor generator sets, coiling devices, rotating elements, pump and valves for hydraulic elevators, packing for pistons, push button, resistance for motor and controllers, relays, sheaves, selectors, switches on car and hoist way, starters, signal bell, signal systems, thrusts, tension frames, telephone cables, terminal and slow down devices, traveling cables, under care safeties, worms, windings, wire ropes, and cables. Also included shall be step rollers, step treads, steps, comb plates and handrails.
- 3.5 Contractor shall perform on an agreed-to-preventive maintenance schedule such items as follows: properly lubricate all shelves, bearings on motor operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall use only lubricants recommended by the manufacturer. The Contractor shall keep the guide rail clean and properly lubricated, except when roller type guides are involved, no rail lubrication shall be used. The Contractor shall supply as and when necessary the following parts and supplies; oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping clothes, paints, etc. All lubricants shall be stored in a contractor furnished metal cabinet in each machine room. The motor windings are to be periodically treated with proper insulation compound.
- 3.6 Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and to equalize the tensions on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.

- 3.7 Replacement ropes shall meet all code requirements and to be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacture. When necessary, the Contractor shall replace guide shoes on elevator or manufacture when necessary. The Contractor shall replace guide shoes or rollers necessary to maintain standards of cleanliness. The Contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottoms of platforms, and remove and dispose of dirt from machine room floors.
- 3.8 It is agreed that the contractor does not assume possession or control of the wiring diagrams, blueprints, not equipment or part thereof but such shall remain the property of the owner. Elevator controllers or control equipment shall not be proprietary (meaning one company has the only access code or tool to make adjustments or changes). Otherwise if proprietary equipment is installed, the tool, keyboard and/or all necessary instructions shall become property of owner.
- 3.9 The Contractor shall not be liable for any loss, damage or delay due to abuse beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief or acts of god.

4. SPARE PARTS:

- 4.1 Contractor shall maintain a supply of genuine manufacture or equal spare replacement parts in warehouse inventory. This inventory will include, but is not limited to: generator elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, solid state control boards, rollers, hoist way limit switches. Such spare replacement parts will be kept in the Contractor's warehouse inventory or available immediately from contractor's source of supply

5. CALL BACK SERVICE:

- 5.1 In the event of equipment being shut down due to failure of equipment or controls, the Contractor shall within a reasonable amount of time, cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said mechanic(s) shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days a year. Reasonable response time shall be within six hours from time call is received.
- 5.2 In the event of failure of equipment or controls, and should staff and patients be on the elevator when equipment fails, the Contractor shall cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said mechanic(s) shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred

sixty-five (365) days a year. Reasonable response time shall be within two (2) hours from time call is received.

6. INSPECTION AND TESTING:

- 6.1 Contractor shall examine periodically all safety devices, such as, relief valves and governors and, also perform an annual no load safety test.
- 6.2 During the month of April 2008, a five (5) year full load test will be performed as prescribed under rule 100.46 of the 1991 ANSI Code.
- 6.3 Upon completion of the above tests, the results shall be duly recorded on the machine room maintenance chart , as well as, copies of the certified test report(s) will be promptly submitted to the Business Manager of Hopemont Hospital. Cost of tests must be included in the Monthly Maintenance Cost.

7. MATERIALS, TOOLS AND EQUIPMENT STORAGE:

- 7.1 After award of this contract, the Contractor shall submit to the owner a list of genuine manufacturer's part or equal that he will store at job site for emergency or quick replacement. All replacement parts, lubricants, cleaning, etc. shall be kept in suitable contractor furnished metal cabinet at the elevator machine room. This cabinet will be secured with a pad lock to which only Contractor's personnel will possess a key.

8. RECORDS AND REPORTING:

- 8.1 Contractor's representative shall report to the owner or his designated representative prior to performing any work specified in this specification. Contractor shall provide and keep current a suitable chart, posted in the machine room of the elevators on which entries shall be made to indicate the status of all servicing and maintenance work performed and status reports shall be submitted to the owner, or his designated representative monthly.
- 8.2 Contractor shall maintain a complete, orderly and chronological file including drawings, parts lists, wiring diagrams and log of callbacks and repairs on each elevator. Contractor shall maintain updated contract wiring diagrams for each elevator in each machine room. These wiring diagrams shall be permanently mounted on full size display panels near the elevator controllers. These wiring diagrams are to remain on the property of the State of West Virginia and shall not be removed from premises by Contractor.
- 8.3 Contractor will maintain the elevator control rooms in an orderly and clean condition. No trash, including discarded parts, lubricant containers, rags or other debris will be left on the floor.
- 8.4 Contractor will routinely submit to the owner the following monthly reports and records; record of regular and/or onetime callbacks, vandalism calls or other service outside contract. Also, time tickets will be submitted for approval by the owner's authorized representative each time a service or inspection call is made.

9. OWNER'S RIGHT TO INSPECTION, TEST AND CALCULATIONS:

- 9.1 The owner reserves the right to make such inspection tests as and when deemed advisable, to ascertain that the requirements of the specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained the owner may immediately demand that the Contractor place the equipment in condition to meet with these requirements. If the Contractor fails to comply with such demands within fifteen (15) days, the owner may give written notice to the Contractor terminating his right to proceed further with the work. In such an event, the owner may take over the work and pursue it to completion, by contract or otherwise, and the Contractor shall be liable to the owner for any excess cost incurred by the owner.

10. SUB-LETTING/ASSIGNMENT

- 10.1 The successful vendor shall not at any time sell, convey, transfer, mortgage, pledge or assign this contract, either in whole, or in part, nor any of its rights, title, interest or privileges hereunder, nor sublease, or sublet any of the facilities, or any part thereof.

A F F I D A V I T**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: ThyssenKrupp Elevator Corporation

Authorized Signature:  Date: August 18, 2006

Eric Hackney

No Debt Affidavit
Revised 02/08/06

Hopemont Hospital Elevator Maintenance Bid RFQ # HOP70124

ThyssenKrupp Elevator Company (formerly Dover Elevator Co.) References:

- **Marion County Courthouse**
- **Kingwood High School**
- **WVU Ruby Memorial Hospital**
- **Fairmont Avenue Apartments**
- **Fairmont Arbors**
- **Veterans Square**
- **Fairmont Federal Credit Union**
- **Monongalia County Schools**

- **ThyssenKrupp's service office is located at (there are two service men based in Fairmont/Morgantown):
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-8115 Fax: 304-342-8141**

- **Standard hours of operation are 8:00 A.M. – 4:30 P.M. Monday through Friday (excluding holidays as outlined by the I.U.E.C.)**

- **ThyssenKrupp Elevator Company (formerly Dover Elevator Company) has maintained a branch office in Charleston, WV for over 50 years. ThyssenKrupp employs ten (10) trained technicians and two (2) repair teams (one mechanic and one helper with a repair truck) in the Charleston office and one mechanic and one helper based out of Fairmont/Morgantown that can provide dependable service. ThyssenKrupp Elevator (formerly Dover Elevator Co.) has been in the Charleston, WV area for over 50 years and currently maintains over 1,100 units (on a local basis) both Dover, ThyssenKrupp and other manufacturer's equipment.**

- **Callback service (under the terms of the agreement) is available 24 hours a day 7 days a week 365 days**

Dated August 21, 2006

Eric Hackney