



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
HHR90119

PAGE
1

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

VENDOR
*709063009 502-587-1225
MURPHY ELEVATOR COMPANY INC
128 EAST MAIN STREET
LOUISVILLE KY 40202

SHIP TO
HEALTH AND HUMAN RESOURCES
BUILDING MANAGEMENT
VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/11/2009				

BID OPENING DATE:

03/17/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN	910-13	MAND. PRE-BID MEETING 2/24/2009 @ 10:30 AM DHHR, 350 CAPITOL STREET, CHARLESTON, WV 25301 CONF. ROOM - B10 *****THE MURPHY ELEVATOR CO.***** FEB 13 2009		
BLANKET CONTRACT FOR ELEVATOR PREVENTATIVE MAINTENAN						SEE BID SHEET
CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND PARTS NECESSARY TO PERFORM PREDICTIVE AND CORRECTIVE MAINTENANCE ON THE ELEVATORS LOCATED AT 350 & 500 CAPITOL STREET, CHARLESTON, WV AND 619 VIRGINIA ST.W., CHARLESTON, WV. IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
NOTE: THIS CONTRACT IS TO MAINTAIN THE EQUIPMENT IN PROPER OPERATING ORDER. IT IS NOT TO BE USED FOR MAJOR RENOVATIONS OR UPGRADES TO THE EQUIPMENT.						
THE CONTRACTOR WILL MEET ALL LEGAL REQUIREMENTS AND PROFESSIONAL STANDARDS, FEDERAL, STATE, AND LOCAL REGULATIONS RELEVANT TO EACH AREA OF SERVICE WITHIN THEIR PROFESSION.						
*****NOTICE*****NOTICE*****						

2009 MAR 17 PM 12:55
WV PURCHASING
DIVISION

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
				502-587-1225	3-16-09
TITLE President		FEIN 61-0288500		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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR FEBRUARY 24, 2009, AT 10:30 A.M. IN CONFERENCE ROOM B10 AT 350 CAPITOL STREET, CHARLESTON, WV. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>*****</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 1, 2009 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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	502-587-1225	3-16-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	61-0288500		

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<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> <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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/26/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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</p>						

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<p>INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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>						

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Blanket Contract for Elevator Maintenance

Contractor shall furnish all supervision, labor, equipment, parts, tools and provide inspection, repair, service and a complete preventative maintenance program to maintain all elevators listed in **Exhibit A**, in a safe and efficient operating condition in accordance with all federal, state, or local regulations including the Americans with Disability Act and the American National Standard Safety Code for Elevators.

Contractor shall perform all work in accordance with American Society of Mechanical Engineers (ASME) standard A17.1 and all federal, state and local laws. Routine examinations and maintenance of each elevator shall be made **at least twice monthly** and shall include all necessary adjustments, lubrication, cleaning tops, supplies and parts to keep the equipment in operation for the Department of Health and Human Resources, Division of Maintenance and Planning, hereafter known as the "Agency". Four elevators are located at the Diamond Building, at 350 Capitol Street, Charleston, WV; two elevators are located at the DHHR Parking Garage, at 500 Capitol Street, Charleston, WV; and one elevator is located at the Office of the Chief Medical Examiner, at 619 Virginia St., W., Charleston, WV.

Inspection and testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes, or regulations. Vendor may be held responsible for damage to the elevator or building if tests are not conducted properly. The next annual no-load safety tests on all elevators is on or before the due date of January 2014.

Service call work, other than emergency type, shall be accomplished during hours of regular scheduled workdays. These hours are 8:00 A.M. to 4:30 P.M., Monday through Friday.

Labor for any acts of vandalism where labor cost of repair does not exceed \$1,500.00 per incident will be covered under the terms of this maintenance contract. However, the replacement of parts as a result of vandalism will be considered extra cost and so billed. The Agency will make the final determination as to what is or is not vandalism.

Only under emergency situations will the Vendor remove an elevator from service without prior approval from the Agency. Any elevator removed from service by the Vendor for maintenance shall be restored to service promptly; under no circumstances shall any elevator covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Vendor has obtained prior approval from the Agency. The request for said approval should include a description of the extended maintenance actions and the estimated length of the period of non-service, and should be made well enough in advance so that the downtime can be scheduled.

Should any elevator covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time for renovations or like reason, the Vendor shall reduce the contracted monthly charges for that elevator by one thirtieth (1/30) for each day that the elevator is out of service.

In addition to ensuring the safe and reliable operation of elevators, the Vendor will ensure that elevators are "user-friendly," and thus that those features of the elevator, which directly impact upon the user during normal operations, will remain functioning properly. These features include all indicator lights, controls, alarms and emergency telephone equipment, both on the elevator car and in the elevator lobbies. The Agency reserves the right to inspect any elevator at any time specifically for these "user-friendly" items, and then to notify the Vendor in writing of any deficiencies. Vendor will take any action necessary to correct these deficiencies, and will report to the Agency when the items have been repaired. If these items are not repaired within two working days, the Vendor's monthly charges will be reduced by fifty dollars (\$50.00) per

day per noted deficiency, beginning upon the date of written notification by the Owner. It will be assumed by the agency that no deficiencies have been corrected until the Vendor reports that the necessary repairs have occurred.

If, for any reason, the Vendor fails to perform service work covered by this contract, the Agency reserves the right to proceed with the work in any manner deemed necessary, and the cost for said work will be deducted from the Vendor's monthly charges.

For the purpose of clarification, any item not specifically excluded above shall be considered the Vendor's responsibility under the scope of the full maintenance services.

Competence of Vendor

Vendor must have satisfactorily installed and maintained, for a reasonable period of time of not less than five (5) years, equipment of the type, character and magnitude as defined in the attached Equipment Listing of this contract. Vendors are required to furnish information concerning the five largest facilities contracts, explaining capacity, experience, ability, responsibility, previous work, and their current amount of similar work.

Vendor must provide a schedule of all inspections, lubrications, adjustments, tests, cleaning, routine repairs and other preventative maintenance activities that the Vendor shall be performing on a routine basis during the life of this contract.

Vendor shall have in his direct employment the necessary organization and proper facilities to properly fulfill all the service required. They must employ only skilled, competent and trained elevator personnel, and must provide a resume that they have a working knowledge of the engineering data, wiring layouts, and materials of specified elevator and/or equipment.

The Vendor must have adequate personnel available in Kanawha County, West Virginia eight (8) hours a day, between the hours of 8:00 am to 4:00 pm, Monday through Friday, with legal holidays excluded.

Emergency Telephone Services

Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached everyday of the week, including Sundays and Holidays. Vendors must have their emergency service telephone number on Exhibit A along with pricing information.

Extent of Work

Vendor shall provide regular and systematic examinations and preventative maintenance service, making examinations at scheduled intervals (per the Equipment Listing), at which time he shall take necessary actions to restore the elevator to satisfactory and safe service. By using preventative maintenance methods, the Vendor shall furnish and install parts as necessary to keep the elevators in the best possible working order at all times. At all times, the Vendor shall also maintain the efficiency, speed and safety for the elevator as designated by the original manufacturer. This should include meeting the original manufacturer's specifications for: acceleration; retardation; contract speed, in feet per second, with or without full load, and from floor to floor; and door opening and closing times. Vendor shall perform all necessary examinations and adjustments to maintain elevators at the specified speed; adjust or replace all safety devices, including governors; and examine and equalize tension of all hoisting, compensating and governor ropes. All of the aforementioned tasks are to be done whenever necessary to insure maintenance of adequate safety factors, and in accordance with these specifications.

The preventative maintenance program shall include, but is not limited to: cleaning, painting, lubricating, packing, adjusting, calibrating, repairing, furnishing, and replacing of parts and equipment. It shall include the furnishings of all equipment necessary in the performance of these tasks, as required in the specifications. The parts and equipment to be covered by this preventative maintenance program shall include, but shall not be limited to the following: bearings, brake magnet coils, brakes, buffers, counter-weights, car safety devices, controllers, controller parts, communication, coils, contracts, cams, car and hoist way door hangers, control panel, corridor position indicators, car door operators, car operations panels, car door operating devices, car flooring, car lights, door operating devices, door tracks and guide, electric wiring, fuses, grates, generators, guide shoes, gate hangers, governors, hall lanterns, heater for oil reservoirs, hoist matching, interlocks indicators, leveling devices, light bulb replacements in all fixtures (**except general car lighting**), magnet frames, motor, motor generator sets, coiling devices, rotating elements, pumps and valves for hydraulic elevators, packing for pistons, car and hoist way, starters, signal bell, signal systems, thrusts, tension frames, telephone cables, terminal and slow-down devices, traveling cables, under-car safeties, worms, winding, wire ropes and cables.

Vendor shall periodically clean and properly lubricate all sheaves and 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. Vendor shall use lubricants recommended by the manufacturer of the equipment or being equal to the manufacturer's recommendations. Vendor shall keep the guide rail clean and properly lubricated; or, when roller type guides are involved, no rail lubricant shall be used. Vendor shall supply, when necessary, the following parts and supplies: oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping cloths, paints, etc. All lubricants shall be stored in a Vendor furnished metal cabinet in each machine room. The motor windings are to be periodically treated with proper insulation compound.

Vendor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety. Vendor shall equalize the tensions on all hoisting ropes, and repair or replace conductor of cables, hoist way, and machine room elevator wiring. Replacement ropes shall meet all code requirements and shall be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer. When necessary, the Vendor shall replace guide shoes or guide rollers to insure proper car stability. When necessary to maintain standards of cleanliness; the Vendor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, and bottoms of platforms, and shall dispose of the dirt from the shaft pit and machine room floors.

Spare Parts Inventory

Vendor agrees to maintain a supply of spare replacement parts in warehouse inventory. This inventory will include, but is not limited to, door operator motors, circuit boards, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, and hoist way limit switches. Such spare replacement parts shall be kept in a warehouse inventory or available from manufacturing facilities located strategically within the United States and available within twenty-four (24) hours. All replacements shall be equal to or better than original manufacturer's parts.

Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of wear or breakage, but is unavailable from the manufacturer due to obsolescence, still remains the Vendor's responsibility to replace, repair or renew from another available, reliable source.

Callback Services

Emergency service call-back work shall be accomplished whenever requested and shall be carried to completion without interruptions, regardless of normally scheduled working hours, Sunday or holidays. It is the responsibility of the Vendor to respond within thirty (30) minutes for passenger entrapments and within one (1) hour for any other emergency request from the Agency.

If overtime-emergency repairs are requested by the Agency, the Vendor is to absorb the hours at single time rate and will charge only the overtime bonus (portion of the premium wage) for those hours worked outside normal work hours and when the call for the repairs was initiated outside normal work hours. This rate shall not exceed one-half (½) of the hourly rates from the premium wage rate.

Inspection and Tests

Vendor shall examine periodically all safety devices and governors and shall perform an annual no-load safety test. Tests will be performed on or before the current tagged date and in any subsequent contract extension, or one (1) year following the last recorded test. A five (5) year full load test will be performed as prescribed under rule 100.46 of the 1981 ANSI Code. Such test shall be performed and results duly recorded on the machine room maintenance chart, as well as all other test reporting documents and tags.

Job Material Storage

After award of the contract, the Vendor may store repair parts at the job site for emergency or quick replacement. All replacement parts, lubricants, etc. shall be kept in suitable Vendor-furnished metal cabinets in the elevator machine rooms.

Records and Reporting

Vendor's representative shall report to the Agency or their designated representative prior to performing any work specified in this contract. Vendor 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; likewise, status reports shall be submitted to the Agency, or its designated representative monthly. Vendor shall maintain a complete, orderly, and chronological log (including drawings, parts lists, and wiring diagrams) of callbacks and repairs on each elevator. Vendor shall maintain up-dated 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 the property of the Agency and will be surrendered upon termination of this contract.

Owner's Right to Inspection, Test and Cancellation

Agency reserves the right to make such tests and inspections as and when deemed advisable to ascertain if the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the Agency may demand that the Vendor immediately initiate corrective action to restore the equipment to a condition that conforms with the specifications contained herein, and should the Vendor then fail to comply with the Agency's demands in the period of time satisfactory to the Agency, then the Agency may, by written notice to the Vendor, terminate the Vendor's right to proceed further with the work. In such an event, the Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to Vendor.

Sub-letting/Assignment

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.

Payment

Upon completion of the work in a manner satisfactory to the Agency, payments in amounts stipulated in the contract will be made monthly in arrears in accordance with State fiscal procedure, upon submission of the Vendor's invoice.

If necessary, at the commencement or termination of this contract, payments shall be made for any fractional part of month's service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

Monthly billings must be accompanied by service reports, indicating hours worked and work performed on each elevator during this month. The signature of the Director of the Agency, or his representative shall verify reports. Failure to comply will result in the withholding of monthly payments.

Withdrawal or Addition to Agreement

In the event that the Agency shall withdraw or add any elevator to or from service, or the usefulness of any elevator shall end, during the term of this contract, the Vendor shall agree to negotiate, in writing, an acceptable increase and/or reduction of cost for service for the balance of the duration of said contract.

Pricing of Services

Vendor shall provide a monthly individual price for each elevator listed on Exhibit A.

Other Work

When non-preventative maintenance work is requested of the Vendor by the Agency, the Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%.

Mechanic	=	\$140.00 per hour (see bid sheet)
Helper	=	\$120.00 per hour (see bid sheet)

Documentation of the Vendor's cost for materials, in the form of invoices from third-party vendors, shall accompany any bills to the Agency for work as defined in this paragraph.

Special Terms and Conditions:

Insurance Requirements: Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): Minimum of \$500,000 per person, minimum of \$1,000,000 per occurrence.
2. For property damage and professional liability: Minimum of \$1,000,000 per occurrence.

Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person

any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent Vendor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Vendor, any employees of the Vendor, nor subcontractor for the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and Vendors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

Indemnification:

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

Compliance with Laws and Regulations:

Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures:

Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all sub vendors.

Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$150 for each day for each elevator for which the vendor does not meet any specification of this contract for failure to provide scheduled monthly maintenance by the end of each month. However, per Section 3.2, Paragraph 8, the Agency shall assess liquidated damages at the rate of fifty dollars (\$50.00) per day beyond the allotted two business days given to the Vendor to correct noted deficiencies in "user-friendly" aspects of elevator operation. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

Reduction in Services

A deduction in the monthly payment shall be imposed at the rate of one-thirtieth (1/30) of the monthly rate for each day for each elevator which is, at the direction of the Agency or directly by the Agency, removed from service for renovations or like reason.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of a breach of confidentiality by the Vendor, sub vendors, or individuals permitted access by Vendor.

The deadline for written inquiries is identified in the Schedule of Events (below). Written questions will be received before the pre-bid conference and may be verbally discussed during the pre-bid conference. Only written responses issued by the Purchasing Division, are the official response to any question. After the date of the pre-bid conference, vendors have a minimum of 24 hours to submit additional written questions to the Buyer below. All inquiries of specification clarification must be addressed to:

Roberta Wagner, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: Roberta.A.Wagner@wv.gov

Schedule of Events

Vendor's Written Questions Submission Deadline.....	<u>2/26/2009</u>
(Mandatory) Prebid Conference.....	<u>2/24/2009</u>
Addendum Issued.....	<u>3/3/2009</u>
Bid Opening Date.....	<u>3/17/2009</u>

Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at 10:30 AM. Said conference will be held at:

WV DHHR Office Building
Conference Room B 10
350 Capitol Street
Charleston, WV

All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.

Vendors responding to this RFQ shall submit:

One original and plus (1) convenience copy to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Roberta Wagner
Req#: HHR90119
Opening Date: 3/17/2009
Opening Time: 1:30 pm



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

HHR90119

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

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*709063009 502-587-1225
MURPHY ELEVATOR COMPANY INC
128 EAST MAIN STREET

LOUISVILLE KY 40202

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HEALTH AND HUMAN RESOURCES
BUILDING MANAGEMENT
VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/11/2009				

BID OPENING DATE:

03/17/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----HHR90119-----						
BID OPENING DATE:-----3/17/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-697-0675 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): J.T. Rowsey -----						
***** THIS IS THE END OF RFQ HHR90119 ***** TOTAL: SEE BIDSHEET						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	502-587-1225	3-16-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	61-0288500	

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

Type	Manufacturer Control	Manufacturer Hoist Works	Date Renovated	Last No Load Test	Last Full Load Test	Landings Openings	State Inspection	Capacity	Use	Monthly Maintenance Price
Building: 350 Capitol Street										
Traction	Dover	Otis	1999	1/09	1/09	9-8F	Jan. 09	2500 lbs	Passenger	\$ 400.00
	Serial #	BJ9967								
	Motor	30 HP								
Building: 350 Capitol Street										
Traction	Dover	Otis	1999	1/09	1/09	9-8F	Jan. 09	2500 lbs	Passenger	\$ 400.00
	Serial #	BJ9968								
	Motor	30 HP								
Building: 350 Capitol Street										
Traction	Dover	Otis	1999	1/09	1/09	9-8F	Jan. 09	5000 lbs	Passenger and Freight	\$ 400.00
	Serial #	BJ9969								
	Motor	36 HP								
Building: 350 Capitol Street										
Traction	Otis	Otis	1960?	1/09	1/24/07	4-4F	Jan. 09	4000 lbs	Freight	\$ 250.00
	Serial #	1025687								
Building: 500 Capitol Street										
Hydraulic	Dover	Dover	New 1999	1/09	1/09	8-8F	Jan. 09	2500 lbs	Passenger	\$ 200.00
	Serial #	EK3944								
	Motor	30 HP								
Building: 500 Capitol Street										
Hydraulic	Dover	Dover	New 1999	1/09	1/09	8-8F	Jan. 09	2500 lbs	Passenger	\$ 200.00
	Serial #	EK3074								
	Motor	30 HP								
Building: 619 Virginia Street, West										
Hydraulic	ThyssenKrupp	ThyssenKrupp	11/4/2005	1/09	1/09	2-2F	Jan. 09	2000 lbs	Passenger	\$ 125.00
	Serial #	EU 53333								

Twice Monthly Maintenance Inspection & Service Total for the above elevators = \$ 1,975.00

Other Work: When none preventative maintenance work is requested of the Vendor by the Agency, the Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%. For evaluation purposes, we will assume two (2) hours of Other Work per month.

Hourly Rate for Mechanic is \$ 140.00 per hour X 2 hours per month = \$ 280.00

Hourly Rate for Helper is \$ 120.00 per hour X 2 hours per month = \$ 240.00

Total of Emergency Service (Monthly): Hourly Rate is \$ 98.00 x 2 hours per month =	\$ 196.00
Total Monthly Maintenance Inspection & Service + Other Work +Emergency Service =	\$ 2,691.00



The Murphy Elevator Company, Inc.

128 East Main Street
Louisville, Ky 40202

502-587-1225
502-587-2309 FAX

800-321-1527
www.murphyelevator.com

March 17, 2009

Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 24311
Attn: Roberta Wagner

Re: Health and Human Resources
RFQ HHR90119

Dear Ms. Wagner:

Enclosed is our bid. The following items are not listed in the "Extent of Work" and are specifically excluded:

1. Underground oil lines or underground cylinders are not included.
2. Hoistway door panels and door frames are not included.
3. Refinishing of elevator cabs is not included.
4. Cab fans, emergency lights, and telephones are not included.
5. Smoke detectors or their wiring are not included.
6. Owner is to provide complete wiring diagrams for all elevators.

Respectively submitted,
THE MURPHY ELEVATOR CO., INC.

J. T. Rowsey
Branch Manager

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

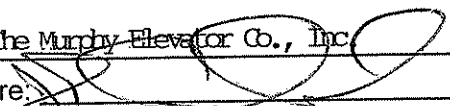
LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: The Murphy Elevator Co., Inc.Authorized Signature: Date: 3-16-09

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). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ 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,
 ____ Bidder is a partnership, association or corporation resident vendor and 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 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,
 ____ Bidder is a nonresident vendor 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; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- 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; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ 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 Bidder's 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; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: The Murphy Elevator Co., Inc.

Signed: 

Date: 3-16-09

Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.