

ThyssenKrupp Elevator

Americas Business Unit

Service Sales Department – Charleston, WV



The TKE Advantage

Thank you for the opportunity to present information on behalf of ThyssenKrupp Elevator (formerly known as Dover Elevator). We are the industry leader for manufacturing, installation, service, maintenance and repair of vertical transportation. Many companies claim they are the best. At ThyssenKrupp Elevator, we demonstrate every day what it takes to *be* the best by providing quality, customer driven service. These are just a few of the benefits you will experience with the TKE Advantage:

- ◊ 17 IUEC certified route mechanics and 2 dedicated Repair Teams managed out of the Charleston, WV office with combined experience of over 300 years
- ◊ On-call mechanics available 24 hours a day, 7 days a week
- ◊ Each mechanic operates from a fully equipped service vehicle
- ◊ Branch Office/warehouse in Charleston with over \$100K in spare parts
- ◊ Award winning Safety program that makes employee & customer safety Priority 1
- ◊ International Technical Services Group
 - ◊ Engineers on call 24/7 dedicated to on-the-spot troubleshooting
 - ◊ Diagnostic tools for virtually all competitors equipment
- ◊ Regional Trainers provide ongoing instruction to our field personnel
- ◊ Service/Repair Management Team with over 50 years combined field experience and over 50 years combined management experience
 - ◊ Routine Safety audits of field personnel, their vehicles and tools
 - ◊ Routine service audits of our field personnel and customer facilities
- ◊ Dedicated Sales and Customer Service Representatives
 - ◊ Address customer concerns in a timely and efficient manner
 - ◊ Process City/State Inspection reports and schedule appropriate work for completion in the allotted time
 - ◊ Inform and educate customers about every aspect of their elevator service needs from contractual issues to repairs and improvement opportunities
- ◊ Five (5) staff members with QEI-1 (Qualified Elevator Inspector) certification
- ◊ VIEW website provides online access to maintenance records for your facilities
- ◊ Unsurpassed technical expertise combined with world class customer service to provide the maintenance and repair services that are the benchmark by which all others are measured

When you join the ranks of satisfied ThyssenKrupp customers, you will come to appreciate the TKE Advantage that separates us from the competition. Thank you for your time. We sincerely appreciate the opportunity to become a trusted partner in the care of your facilities and property investment. Feel free to contact ThyssenKrupp Elevator for all your new installation, service & maintenance and repair needs.

ThyssenKrupp Elevator
Team Charleston

ThyssenKrupp Elevator Corporation
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-8115
Fax: (866) 812-5542

RECEIVED

2012 AUG -1 AM 9:52

WV PURCHASING
DIVISION



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

Solicitation

NUMBER

DCH13002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CONNIE HILL
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

ThyssenKrupp Elevator
901 Morris St
Charleston, WV 25301

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

DATE PRINTED

06/26/2012

BID OPENING DATE:

08/01/2012

BID OPENING TIME-01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DIVISION OF CULTURE & HISTORY, REQUEST A QUOTE FOR AN OPEN END CONTRACT TO PROVIDE PREVENTATIVE MAINTENANCE, TESTING AND REPAIR SERVICES FOR THE ELEVATORS, ESCALATORS AND LIFTS LOCATED AT THE CULTURAL CENTER, CAPITOL COMPLEX, CHARLESTON, WV PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
****MANDATORY PRE-BID MEETING: JULY 12, 2012 AT 10:00 AM						
LOCATION: WV DIVISION OF CULTURE & HISTORY GREAT HALL, 1900 KANAWHA BLVD. EAST CHARLESTON, WV 25305						
**BID OPENING: AUGUST 1, 2012 AT 1:30 PM						
LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
0001	1	JB	910-13		\$53,820.00	\$53,820.00
ELEVATOR MAINTENANCE AND REPAIR						
TO INCLUDE ESCALATORS AND LIFTS FOR THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY, CHARLESTON, WV PER THE ATTACHED SPECIFICATIONS.						

SIGNATURE

TELEPHONE

DATE

304-342-8115

7-31-12

TITLE

FEIN

Service Sales

62-1211267

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

July 12, 2012 at 10:00 am West Virginia Cultural Center

1900 Kanawha Blvd., East, Charleston, WV in The Great Hall

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at

the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 16, 2012

Submit Questions to: Connie Hill
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Hill@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 2 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: ☐ Technical
 ☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 1, 2012 at 1:30 pm

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term for Open End, Service, and Similar Contracts**

Initial Contract Term: This Contract becomes effective on
 Upon Award and extends for a period of
 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

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

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

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

- [] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - [] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
5. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [✓] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
 - [✓] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
 - [✓] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
\$1,000,000.00 minimum or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ **Property Damage Insurance - \$1,000,000.00 minimum**

☐

☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☒ **LICENSE(S) / CERTIFICATIONS:** In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

☒ WV Contractors License must be provided with your bid.

☐

☐

☐

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

8. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
9. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
10. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
See Attached Specifications for See Attached Specifications. This
clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue
any other available remedy.
12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
14. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
15. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not

appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

16. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
17. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
18. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
19. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
20. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
21. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
22. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
23. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
24. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
25. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

- 26. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 27. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 28. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 29. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 30. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 31. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 32. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 33. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be

required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

34. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
35. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
36. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
37. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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.
38. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
39. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the

applicability of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

40. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

42. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

43. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
46. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
47. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
48. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
49. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical

information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **NOTICE TO PROCEED:** The Vendor shall begin performance of this Contract immediately upon receiving notice to proceed. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
2. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.
West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: ThyssenKrupp Elevator

Contractor's License No. WV000525

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

3. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
4. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
5. **PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

6. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
7. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
8. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

WEST VIRGINIA DIVISION OF CULTURE AND HISTORY
DCH-13002: ELEVATOR/ESCALATOR MAINTENANCE
THE CULTURE CENTER/BLDG. 9
1900 Kanawha Boulevard, East, Charleston, WV 25305

0020

Location: The Culture Center/ Bldg. 9, Capitol Complex, Charleston, WV

For: State of West Virginia
Division of Culture and History
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form

A **MANDATORY** PRE-BID CONFERENCE WILL BE CONDUCTED IN THE GREAT HALL OF THE CULTURE CENTER LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA ON **07/12/2012 AT 10:00 AM** AT THE WEST VIRGINIA CULTURE CENTER, GREAT HALL.

Prospective bidders can arrange site visits to review existing elevators and escalators by contacting Mark Lynch or Greg Balleydier at 304-558-0220. This visit is for reference only. Any questions arising from site visits must be submitted in accordance with the provisions for technical questions listed in this document.

SECTION 1: DEFINITIONS

- A. "Agency" shall be defined as The Division of Culture and History (WVDCH), State Capitol Complex, The Culture Center, Building 9, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Full-service Maintenance", as herein stated, shall mean routine inspections, replacement of parts, components, and material on elevator components or equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials and maintenance due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturer's specifications and recommendations or in accordance of National Code requirements. Full-Service maintenance is inclusive of corrective and preventative maintenance required due to normal usage.

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- E. "Open-end Service", as herein stated, shall be defined as maintenance service performed due to vandalism, misuse or obsolete part replacement that lies outside Full Maintenance service.
- F. "Call-back Service", as herein stated, shall be defined as maintenance service performed between the hours of 5:01p.m. and 6:59 a.m. on an as-requested basis to correct a malfunction or failure in an elevator.
- G. "Agency Representative", as herein stated, shall be defined as that person so designated by the Commissioner, WVDCH. This representative will normally be the Manager for Facility Operations. In their absence, the Building Maintenance Supervisor.
- H. "Holidays" shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- I. "Cost for Parts", as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Contractor.
- J. "Inspection", as herein stated, shall be defined as organized examinations or formal evaluation of elevators and their parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws.
- K. "Testing", as herein stated, shall be defined as a function test to ensure equipment is operating according the manufacturer's specifications and in accordance with national code requirements.

SECTION 2: SCOPE OF WORK

The Contractor shall provide a Full-Service Maintenance program (Section 2.1), Call-Back service (Section 2.2), Inspection and Testing services (Section 2.3) and Open-End service (Section 2.4) for elevators in buildings owned and operated by the WVDCH as listed in Attachment B. All services shall ensure that equipment is kept operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with disability Act and the American National Standard Safety Code for Elevators.

The Full-Service Maintenance program, Call-Back services and Testing and Inspection services shall be covered under one flat monthly service rate less any deductions (Section 2.14).

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2.1 Full-Service Maintenance: Full-service maintenance shall be, at least, the limits described herein. Full-Service Maintenance shall include all supervision, labor, materials, equipment and tools necessary to keep all equipment operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with disability Act and the American National Standard Safety Code for Elevators. Full-service maintenance shall be covered under the flat monthly rate as agreed upon herein.

The Contractor shall provide full-time mechanic personnel for dedicated full-service maintenance at the building location under this contract. Working hours covered by said personnel shall be between 7am and 5pm, Monday through Friday except State recognized Holidays. During these established work hours, if meeting the full-service maintenance requirements necessitates more than one technician being on-site, as determined by Division of Labor regulation on weight limitation or other any other such regulation which would require more than one person to perform the operation, the Contractor shall bear the responsibility of any additional man hours or costs.

Seven (7) days after award of the contract the Contractor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleaning, routine maintenance, safety checks and other full-service Maintenance.

The Contractor shall continuously analyze equipment performance, including riding quality, equipment condition and operational systems and perform all part replacements and adjustments required to maintain operating performance. Routine examinations and maintenance shall be made **at least twice monthly** for each elevator.

Routine examinations, inspections and testing shall be in accordance with Section 1001 of American Society of Mechanical Engineers (ASME) publication A17.1, "*Safety Code for Elevators and Escalators*," and in accordance with all current state and federal laws, codes or regulations.

Examples of Full-service maintenance service for elevators shall include but are not limited to:

A. Machine rooms

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

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B. Hoistway

All hoistways shall be cleaned annually. Hoistway doors, tracks, hangers, guide shoes or guide rollers and relating cables shall be changed as needed. Lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated every six months. All pits shall be cleaned as needed. All compensating sheaves, cables, chains and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned every six months.

C. Hydraulic Elevators

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

D. Car Speeds

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

E. Door Speeds

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

F. Fire Services

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

G. Suspension, Comp Ropes and Governor Lines

All suspension ropes, compensating ropes and governor lines shall be examined and equalized and be changed as per code. 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.

The Contractor shall replace or make corrections to the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons.

Hoisting machines and machine brakes
Motor generators or solid state motor drives, starters
Transformers, filters
Control, selector, dispatch, signal and relay panels
Hoisting motors, selector motors and drives
Tension frames, magnet frames
Worms, Gears, bearings, thrusts and rotating elements

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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, pumps and valves
Operating valves, manual and automatic
Pistons and their packing
Mufflers and silencers
Pipe and pipe fittings located above ground
Control wiring, electric wiring, fuses
Hydraulic fluid
Hydraulic fluid reservoirs, heater for oil reservoirs
Guide shoes and rollers
Control cables, wire ropes and 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, emergency lowering devices
Anti-creep devices
Operating buttons and switches, including key type
Hatch door interlocks and gate and door contacts
Door and gate operating equipment, grates
Door protective devices
Load weighting and dispatching devices
Compensating cables or chains
Position and speed encoders
Indicator lamps and indicator LED's
Car station telephones
Batteries for any and all equipment
Remote monitoring devices
Cylinders and casings
Hoistway gates, doors, frames and sills
Hoistway enclosures
Emergency car lights
Car enclosures including: wall panels, ceilings, diffusers, door gates, ventilation equipment, handrails and mirrors
Cover plates for signals, signal bells and signal systems
Music Systems, car heaters and or air conditioners
Communication systems (intercoms), telephone cables
Smoke and heat sensors
Mail line power switches, breakers and feeders to elevator control equipment

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Appearance features of elevator operations equipment shall be covered to the same extent as any other mechanical features of the elevators. The Contractor shall be required to maintain hall buttons, alarms, emergency telephone equipment, lamps and fixtures (including car lighting), car operating panels, buttons and lamps, position indicators and lamps and legally required public signage (e.g., ADA, NFPA, DOL Certificate). Contractor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency. The Contractor shall take any action necessary to correct these deficiencies in 2 (two) working days and will report to the Agency when the items have been corrected. Agency shall assess liquidated damages of \$50 a day each day beyond the allotted two business days given to the Contractor to correct user-friendly deficiencies.

Excluded shall be: Carpets and applied floor coverings, underground piping for hydraulic elevators and any enhancements to existing equipment or new installations not required to keep the car in operation.

Also excluded shall be maintenance or adjustments required due to vandalism or misuse. However, said maintenance or adjustments required due to vandalism or misuse would be considered work under Open-end service and must be approved by the Agency (see section 2.4). Any unauthorized work will be denied payment.

Examples of Full-service maintenance service for escalators shall include but are not limited to:

Work will be conducted in accordance with American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators.", the equipment manufacturer's recommended maintenance program; applicable state, codes, laws, rules or ordinances, and Industry best practices. The preventive maintenance program for Escalators 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 furnishing of, all equipment and materials necessary in the performance of these tasks, as required in the specifications. The parts and equipment to be covered by this preventive maintenance program shall include, but shall not be limited to the following: handrails, power units, comb plates, steps, step treads, skirt panels, step rollers, drive gears, step & drive chains, sprockets, lights, buttons, transfer bars, tension devices, switches, relays, wiring, safety devices, governors, controller units and parts, bearings, and brushes.

The contractor shall, in conducting Preventative Maintenance for the Building Equipment, use criteria set forth in the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators.", the equipment manufacturer's recommended maintenance program; applicable state, codes, laws, rules or ordinances, and Industry best practices. Examples of such maintenance include but are not limited to; clean and properly lubricate all sheaves and bearings on motor-operated brakes and refill

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gear cases and guide or chain lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall use lubricants recommended by the manufacturer of the equipment or being equal to the manufacturer's recommendations. The Contractor shall supply when necessary the following parts and supplies: oil, grease, lubricants, cleaning compound, wiping cloths, paints, and etc. All lubricants shall be stored in a Contractor furnished metal cabinet in each machine room. The motor windings, if applicable, are to be periodically treated with proper insulation compound.

In all instances where work will be conducted the Contractor shall:

1. Set up a barricade at the escalator entry point. Use signs to direct passengers to stairs. Once escalator is vacant, set up another barricade at the exit point, and stop the escalator.
2. In addition to the Check Points as described below, the Contractor is to conduct any and all recommended preventative maintenance items that are called for by the Manufacturer.
3. Comply with state and local codes as applicable.

Special Instructions for Escalators (Bi-Weekly)

Typical Check points

1. Ride escalator. Check operation for smoothness, unusual vibration or noise, condition of handrails, speed check and etc.
2. De-energize, tag and lockout the electrical circuit.
3. Inspect comb plates at both ends of escalator for broken teeth and check for proper clearance between combs and step teeth and check for broken step treads.
4. Check clearance between steps and skirt panel. Look for anything (loose trim, screws or bolts) that could snag or damage clothing or cause injury. Check operation of handrail brushes.
5. Clean escalator machine space.
6. Clean and lubricate step rollers, step chain, drive gears or chains, handrail drive chains, etc., according to manufacturer's instructions. Observe gears and chains for signs of wear, misalignment, etc. Adjust as required.
7. Check motor for signs of overheating; clean excess grease.
8. Inspect controller for loose leads, burned contacts, etc. Repair as required. Clean excess grease and interior of controller. Check for loose connections.
9. Clean handrails as required.
10. Check escalator lighting. Replace bulbs as required.
11. Operate each emergency stop button and note that the escalator stops. If the escalator has the capabilities of running in both directions, stop buttons should function properly for each direction of travel. Observe the stopping distance.
12. Clean up and remove all debris from work area.
13. Remove barricades and place escalator back into service.

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Special Instructions for Escalators (Annual)

Typical Check points

1. Remove steps as required to provide clear access to escalator pan and place steps on tarp.
2. Thoroughly clean escalator, working top to bottom.
3. Clean all tracks and check for wear or rippling. File tracks as required. Check all step and chain rollers. Adjust transfer bars or guides or replace as necessary.
4. Remove upper panel on each side of escalator, taking care not to scratch or gouge panel. Check handrail tension device and handrail drive assembly. Clean, adjust and lubricate as required.
5. Check operations of all safety devices, including skirt switches, handrail switches, broken chain switches, lower unit tension devices, etc.
6. Follow manufacturer's recommendations for lubrication.
7. Perform annual work as prescribed by the manufacturer.
8. Re-assemble entire unit, thoroughly cleaning steps and check for broken treads as they are replaced. Check entire unit for proper running clearances. Re-shim steps as required.
9. After work has been completed, perform periodic inspection
10. Clean up and remove all debris from work area.
11. Remove barricades and place escalator back into service.

Spare Parts Inventory

The Contractor agrees to maintain a supply of spare replacement parts in warehouse inventory. This inventory will include, but is not limited to: brakes, magnets, generator and motor brushes; controller switch contacts, selector switch contacts, solid state components, selector tapes, rollers, and limit switches, handrails, comb plates, steps, skirt panels, step rollers, drive gears, drive chains, lights, buttons, transfer bars, tension devices, switches, relays, safety devices, and brushes.,

Such spare escalator 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 Contractor's responsibility to replace, repair or renew from another available, reliable source.

Appearance features of escalator operations equipment shall be covered to the same extent as any other mechanical features of the escalators. The Contractor shall be required to maintain lamps, buttons, switches and legally required public signage (e.g., ADA, NFPA, DOL Certificate). Contractor shall also correct all other deficiencies (except

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those expressly excluded), when discovered or when reported by the Agency. The Contractor shall take any action necessary to correct these deficiencies in 2 (two) working days and will report to the Agency when the items have been corrected. Agency shall assess liquidated damages of \$50 a day each day beyond the allotted two business days given to the Contractor to correct user-friendly deficiencies.

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

Labor Warranty: The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

2.2 Call-back Service: The Contractor shall provide Call-back service 24 hours a day, 365 days a year for all locations listed in Attachment B. Call-back service shall be covered under the flat monthly rate as agreed upon herein.

Call-back service shall be required whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends or holidays. Work may be suspended for such time as is required to obtain needed parts, with approval or instruction by the Agency.

On site response time for Call-back service calls shall be guaranteed within one (1) hour of telephone notification. In the event of an entrapment the Contractor shall be on the scene in thirty (30) minutes or less. The deadline to respond on-site may only be waived or extended by written approval of the Agency. If the Contractor does not arrive on-site in the designated time and has not received written approval from the Agency, the Contractor must pay liquidated damages in the sum of \$75 per hour of delay.

If additional maintenance and/or corrections are required to place the elevator back into service and the cause of the service call was not due to a transient problem related to work covered under the full- service maintenance program, then the Contractor, upon approval from the Agency in the form of a written release order (Section 3.1), will be entitled to invoice for the remedial corrections outside of the initial service call. No additional work will be paid for by the Agency without issuance of a written release order from an Agency representative.

2.3 Safety Checks and Tests: 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. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly.

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

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

Contractor shall have 30 days to complete corrections or obtain a waiver from the Division of Labor.

Failure to complete correction and or obtain a waiver (without the prior written approval of the Agency) may result in the imposition of liquidated damages, according to WV State Code §5A-3-4(8), at the rate of \$100 a day, beyond the 30 day deadline. If the elevator is tagged "out of service" by the Division of Labor, \$500 a day in liquidated damages will be assessed until such time that the correction is completed or a waiver is obtained.

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

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

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

2.4 Open-End Service: The Contractor shall also provide Open-end services on an on-call basis. On site response time for Open-end service calls shall be guaranteed within 24 hours of telephone notification or as scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

When Open-end service work is required of the Contractor, the Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor (refer to section 3.1). Contractor shall provide labor and material needed to accomplish the requested work. Travel time may not be charged on this Contract. **All Open-end services performed shall be billed to the**

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Agency at a single hourly rate, as agreed upon herein, regardless of the date and time such services are performed.

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

2.6 Parts: The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

Contractor shall maintain a supply of spare replacement parts in their 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.

Contractor may store materials on the Agency's premises only where the contractor provides a suitable metal cabinet. Lubricants, combustible and flammable material storage shall comply with the State of West Virginia Fire Marshall. The Contractor is responsible for the disposal of refuse generated by work related to this Contract. All disposal and handling of oil or anything relating to hydraulic elevators shall comply with the applicable EPA rules.

Materials, parts and equipment needed to complete open-end service or those that were in the excluded portion of section 2.1 may be charged to the Agency at the mark-up agreed upon herein, when the Agency grants prior approval through a release order (section 4.1).

The Vendor shall provide materials, parts and equipment used for full-maintenance and call-back service and shall include the cost under the monthly charges as agreed upon herein. There will be no additional, allowable charges.

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Contractor shall furnish warranty of twelve (12) months on parts, components, and materials, or the minimum manufacturer's warranty for parts, whichever is longer.

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. Parts for Open-end service, where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

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

2.7 Reporting: Contractor shall report to the Agency or Agency Representative prior to performing any work specified in this contract. Vendor shall provide and keep current a chart (per ANSI 17.1 requirements), posted in the elevator machine rooms, on which entries shall be made to indicate the status of all service and maintenance work performed. Vendor shall maintain a complete, orderly and chronological log (including drawings, parts lists and wiring diagrams) of call-backs and maintenance on each elevator. The Contractor shall have the necessary wiring diagrams needed to perform services. Said wiring diagram must be posted in elevator machine rooms. The Agency will provide the Contractor copies of all pertinent documents current as of the start date of this Contract.

A monthly summary report of elevator charts shall be submitted to the Agency Manager for Facility Operations monthly. Electronic copies of maintenance tickets shall be sent to the Manager for Facility Operations within 2 days of completion of the work.

The Contractor 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 the contract. Contractor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Contractor's location during normal business hours upon written request by the Agency within 10 days after receipt of the request.

2.8 Facility Access: The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract. Upon award of the Contract, the Contractor will provide the Agency 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 to the Agency as they occur.

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The Contractor shall maintain each machine room hoistway and overhead in an uncluttered, clean condition at all times.

2.9 Telephone Service: Contractor shall maintain a continuous 24-hour telephone service for receipt of maintenance service calls, 365 days a year. Contractor shall provide the Agency with alternative contacts should the 24-hour telephone service becomes temporarily unavailable. Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

2.10 Costs: Contractor shall provide a monthly price for each elevator / escalator listed in Attachment B. Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

2.11 Facilities: The list of facilities for which service may be requested are in Attachment B. The Agency reserves the right to discontinue service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

2.12 Job Site Inspections: An Agency representative will conduct job site inspections periodically. The Agency will coordinate with the Contractor who shall be required to attend the job site inspections. A written report will be provided to the Contractor within 10 working days after each visit. The report will provide the Contractor with a full description of the needs and expected completion dates. Should the Contractor fail to comply with the Agency's needed corrections, then the Agency may, by written notice to the Contractor, terminate the Contractor's right to proceed further with the work. 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 the Contractor.

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

2.14 Deductions: 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 beyond 7

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days for renovations, etc., the Contractor shall reduce the monthly charged by one-thirtieth (1/30) for each day the elevator is out of service.

If an elevator is taken out of service, the Agency will notify the Contractor in writing and will remove the elevator from coverage the first day of the next month. The cost of the coverage for the unit will be deducted from the monthly unit price.

The amount of liquidated damages assessed against the Contractor will be deducted from monthly payments.

SECTION 3: ORDERING AND INVOICING

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

3.1 Release Orders: The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor.

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

3.2 Invoices: Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports indicating hours worked and work performed on each elevator, signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance Section 2.6: Parts. Any expedited delivery charges for Open-end service calls must be clearly indicated on the invoice and must be submitted

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to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.

3. The Contractor's cost of the part(s), the markup applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in the order by which parts appear on the Contractor's invoice.
4. FEIN number, complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

West Virginia Division of Culture and History
State Capitol Complex
The Culture Center / Bldg. 9
1900 Kanawha Blvd. E.
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 4: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Full-service elevator maintenance under this Contract. The Contractor shall provide all documentation of the qualifications in line 2 prior to award of the Contract.

The Contractor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), International Union of Elevator Constructors or the National Association of Elevator Contractors CET program for all elevator mechanics directly employed and supervised by the Contractor. The Contractor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract.

1. The Contractor shall have 5 years experience installing and maintaining equipment of the type, character and magnitude as defined and listed in Attachment B. Documentation can include, but is not limited to: references, current and previous contracts, ANSI Accreditations, etc.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

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5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

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

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and maintenance shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)

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6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)

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5.5: The Contractor 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.

5.6: The Contractor 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 hereto shall be borne by the Contractor. 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.

SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria.

$$\underline{A + B + C} = \underline{D} \text{ Your Bid}$$

The following is a sample bid tabulation, for reference only.

<u>Location Name</u>	<u>Capacity</u>	<u>Monthly Cost</u>	<u>(X12) Yearly Cost</u>
Capitol Complex, Building 9			
Elevator #1, North Keyed	2,500	\$ 650.00	\$7800.00
Elevator #2, Public	2,500	\$ 650.00	\$7800.00
Elevator #3, South Keyed	1,800	\$ 650.00	\$7800.00
Lift #1, Stage Elevator	2,500	\$ 600.00	\$7200.00
Lift #2, Museum Hall Lift	2,500	\$ 650.00	\$7800.00
Lift #3, South Dock Lift	2,500	\$ 650.00	\$7800.00
Escalator #1, North Escalator	1,800	\$ 650.00	\$7800.00
Escalator #1, South Escalator	2,500	\$ 620.00	\$7440.00
Total Monthly Charge		\$ 20,360.00	
Total Yearly Charge			\$244,320.00(A)

The amounts of hours and the aggregate expenditures of supplied parts are estimates, used only as a basis for award of the Contract. Actual amounts required during the life of the Contract may be greater or lower.

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in III.(C)(12)(c) and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference only:

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Cost for Parts \$10,000 X Markup (25%) 1.25 = \$12,500.00(B)

Flat Hourly Rate \$ 85.00 X 200 hours = \$17,000.00(C)

Total Bid \$270,820.00 (D)

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
	Capitol Complex, Building 9						
EV0002803	Elevator #1, North Keyed	2,500	Elev/Trac	5	\$ 200.00	12	\$ 2400.00
EV0002803	Elevator #2, South Keyed	2,500	Elev/Trac	5	\$ 200.00	12	\$ 2400.00
EV0002803	Elevator #3, Public	3,000	Elev/Trac	3	\$ 200.00	12	\$ 2400.00
EV0002803	Lift #1, Stage Lift	20,000	Lift/Hyd	3	\$ 250.00	12	\$ 3000.00
EV0002803	Lift #2, Dock Lift	2,500	Lift/Hyd	2	\$ 75.00	12	\$ 900.00
N/A	Lift #3, Museum Lift	5,000	Lift/Hyd	2	\$160.00	12	\$ 1920.00
EV0002803	Escalator #1, B5741-1	n/a	n/a	2	\$450.00	12	\$ 5400.00
EV0002803	Escalator #2, B5741-2	n/a	n/a	2	\$450.00	12	\$ 5400.00
	Total Monthly Charge				\$1985.00		
	Total Yearly Charge				A	\$ 23,820.00	
	Cost for Parts \$10,000 X Markup (10%) 1.10 =				B	\$ 11,000.00	
	Flat Hourly Rate \$ 95.00 X 200 hours =				C	\$ 19,000.00	
	per man						
	Add Columns A+B+C= D Your Bid						
	Total Bid				D	\$ 53,820.00	
CONTACT INFORMATION							
	Company Name:		ThyssenKrupp Elevator				
	Company Address:		901 Morris Street				
			Charleston, WV 25301				
	Contractor Contact Name:		Tony Jones				
	Contractor Phone Number:		(304) 342-8115				
	Contractor Fax Number:		(866) 812-5542				
	Contractor Email Address:		tony.jones@thyssenkrupp.com				
	Please provide the following numbers below:						
	24 Hour Phone Number for Callback Services:		(304) 342-8115				
	Fax/email for Release Order Receipt:		(866) 812-5542				

BID BOND PREPARATION INSTRUCTIONS

 AGENCY _____ (A)
 RFQ/RFPP# _____ (B)

- Bid Bond**
- KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D), _____ (E),
 as Principal, and _____ (F) of _____ (G),
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Oblige, in the penal sum of _____ (K)
 (\$ _____ (L)) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns.
- The Condition of the above obligation is such that whereas the Principal
 has submitted to the Purchasing Section of the Department of Administration
 a certain bid or proposal, attached hereto and made a part hereof to enter into a
 contract in writing for _____ (M)
- NOW THEREFORE.
- (a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a
 contract in accordance with the bid or proposal attached hereto and shall furnish
 any other bonds and insurance required by the bid or proposal, and shall in all
 other respects perform the agreement created by the acceptance of said bid then
 this obligation shall be null and void, otherwise this obligation shall remain in full
 force and effect. It is expressly understood and agreed that the liability of the
 Surety for any and all claims hereunder shall, in no event, exceed the penal
 amount of this obligation as herein stated
- The Surety for value received, hereby stipulates and agrees that the
 obligations of said Surety and its bond shall be in no way impaired or affected by
 any extension of time within which the Oblige may accept such bid: and said
 Surety does hereby waive notice of any such extension.
- IN WITNESS WHEREOF, Principal and Surety have hereunto set their
 hands and seals, and such of them as are corporations have caused their corporate
 seals to be affixed hereto and these presents to be signed by their proper officers,
 this _____ (N) day of _____ (O), 20 _____ (P),
- Principal Corporate Seal _____ (Q)
 _____ (R) (Name of Principal)
 By _____ (S)
 _____ (T)
 _____ (Title)
- Surety Corporate Seal _____ (U)
 _____ (V)
 _____ (Name of Surety)
- _____
 _____ (W)
 _____ (Attorney-in-Fact)
- NOTE: Dated, Power of Attorney with Raised
 Surety Seal must accompany this bid
 bond.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of
 Attorney must be attached.

Agency _____
 REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ThyssenKrupp Elevator Corporation
 of Lombard, Illinois, as Principal, and Federal Insurance Company
 of Warren, New Jersey, a corporation organized and existing under the laws of the State of Indiana
 with its principal office in the City of Warren, NJ, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of amount bid) for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Elevator Maintenance - Cultural Center

NOW THEREFORE,

(a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
 agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
 force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
 exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
 way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
 waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
 have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

1st day of August, 2012.

Principal Corporate Seal

ThyssenKrupp Elevator Corporation
 (Name of Principal)

By Char Delgado

(Must be President or
 Vice President)

Char Delgado
Contract Administrator
 (Title)

Surety Corporate Seal

Federal Insurance Company
 (Name of Surety)

Kimberly Bragg
 Kimberly Bragg, Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
 must be affixed, a power of attorney must be attached.

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

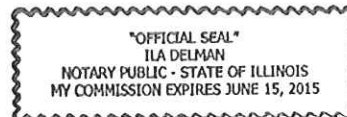
On this 1st day of August, 2012, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Ila Delman





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : Bid Bond
Obligee : State of West Virginia

And the execution of such bond or obligation by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of November, 2008.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 20th day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial
Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2013

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 1st day of August, 2012



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF Illinois
 COUNTY OF DeKalb, TO-WIT:

Char Delgado
 I, Contract Administrator, after being first duly sworn, depose and state as follows:

1. I am an employee of THYSSENKRUPP ELEVATOR CORPORATION; and,
 (Company Name)
2. I do hereby attest that THYSSENKRUPP ELEVATOR CORPORATION
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

THYSSENKRUPP ELEVATOR CORPORATION

(Company Name)

By: Char Delgado

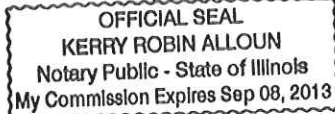
Title: Contract Administrator

Date: 7-30-12

Taken, subscribed and sworn to before me this 30th day of July 2012

By Commission expires Sept, 08, 2013

(Seal)



Kerry Robin Alloun
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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 owed 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.

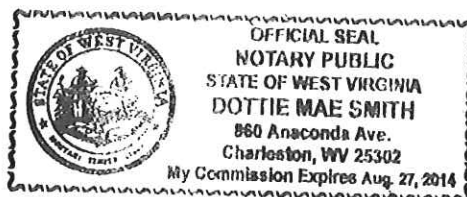
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

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.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: THYSSENKRUPP ELEVATORAuthorized Signature:  Date: 07-31-2012TONY JONES SERVICE/REPAIR SALESState of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 31 day of JULY, 2012.My Commission expires AUGUST 27, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC


DOTTIE MAE SMITH

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

THYSSENKRUPP

(Company)

Tony Jones, Service Sales Rep

(Representative Name, Title)

(304) 342-8115/(866) 812-5542

(Contact Phone/Fax Number)

7-31-12

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DC#13002

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

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

Addendum Numbers Received:

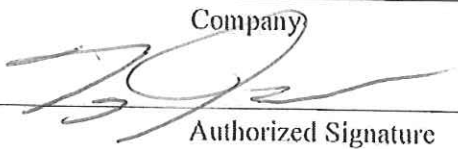
(Check the box next to each addendum received)

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

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

ThyssenKrupp Elevator

Company


Authorized Signature

7-31-12

Date

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

ThyssenKrupp Elevator

Americas Business Unit



ThyssenKrupp

Division of Culture and History
RFQ : DCH13002

Full Service Clarification

We have submitted pricing for a full service Maintenance agreement. We need to clarify that under Section 2.1 page 0022 we will have fulltime mechanic personnel in the Charleston area available for all maintenance, inspection, repairs and service available during the hours of 7am to 5pm. This does not include a technician stationed onsite for the full time period.

If this is what is required by the Division of Culture and History we will have to withdrawal our bid and resubmit a different bid to reflect that pricing.

Sincerely,

ThyssenKrupp Elevator Corporation

Tony Jones
Service Sales

State of West Virginia

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:**

- ☒ 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: THYSSEN KRUPP ELEVATOR

Signed: 

Date: 7-31-12

Title: SALES



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

Solicitation

NUMBER
DCH13002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE THYSSENKRUPP ELEVATOR 901 MORRIS ST. CHARLESTON, WV 25301

DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

DATE PRINTED
07/17/2012

BID OPENING DATE: 08/01/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. MANDATORY PRE-BID SIGN IN SHEET IS ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE RETURNED WITH YOUR BID. FAILURE TO RETURN WITH YOUR BID MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

SIGNATURE	TELEPHONE	DATE
	304-342-8115	7-31-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SALES	62-1211267	

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

SOLICITATION NUMBER: DCH13002

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☒ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

Mandatory Pre-Bid Sign In Sheet is attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

SIGN IN SHEET

Request for Proposal No. DCH13002

PLEASE PRINT

Page 1 of 1Date: 07/12/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>MURPHY ELEVATOR</u>	<u>1004 4th AVE</u>	PHONE <u>(304) 589-0272</u>
Rep: <u>WALT BAKER</u>	<u>HUNTINGTON, WV 25701</u>	TOLL FREE <u>800-321-1527</u>
Email Address: <u>walt@murphyelevator.com</u>		FAX <u>(304) 697-0675</u>
Company: <u>THYSSEN KRUPP ELEVATOR</u>	<u>901 MORRIS ST.</u>	PHONE <u>304-342-8115</u>
Rep: <u>TONY JONES</u>	<u>CHARLESTON, WV 25301</u>	TOLL FREE
Email Address: <u>Tony.Jones@thyssenkrupp.com</u>		FAX <u>866-812-5542</u>
Company: <u>Oracle Elevator</u>	<u>4136 W. Washington Street</u>	PHONE <u>304-356-6694</u>
Rep: <u>Kimberly Johnson</u>	<u>Charleston, WV 25313</u>	TOLL FREE
Email Address: <u>Kim.johnson@oracleelevator.com</u>		FAX <u>304-744-4622</u>
Company: <u>C & H</u>	<u>1900 Hen. Blvd. East</u>	PHONE <u>304-558-0220</u>
Rep: <u>Shirley Anderson</u>	<u>Char. WV 25305</u>	TOLL FREE
Email Address: <u>shirley.anderson@wv.gov</u>		FAX <u>304-558-2779</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL _____
Email Address: _____	_____	FREE _____
		FAX _____

RECEIVED
2012 JUL 13 AM 11:51
WV PURCHASING
DIVISION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13002

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

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

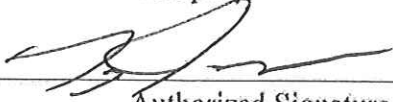
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

THYSSEN KRUPP ELEVATOR
 Company


 Authorized Signature

7-31-12
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012