



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

**Solicitation**

|          |
|----------|
| NUMBER   |
| MMB13075 |

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|------|
| PAGE |
| 1    |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**ORACLE ELEVATOR**  
 4136 W. Washington St.  
 Charleston, WV 25313  
 (304) 744-4020

SHIP TO

HEALTH AND HUMAN RESOURCES  
 MILDRED MITCHELL-BATEMAN  
 HOSPITAL  
 1530 NORWAY AVENUE  
 HUNTINGTON, WV  
 25705 304-525-7801

|              |
|--------------|
| DATE PRINTED |
| 09/20/2012   |

BID OPENING DATE: 10/25/2012 BID OPENING TIME 1:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001  | 1        | JB  |          | 910-13      |            |        |
| <p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), MILDRED MITCHELL-BATEMAN HOSPITAL, LOCATED AT 1530 NORWAY AVE. HUNTINGTON, WV 25705 REQUEST A QUOTE TO PROVIDE ELEVATOR MAINTENANCE AND SERVICE PER THE ATTACHED SPECIFICATIONS.</p> <p>BID OPENING: OCTOBER 25, 2012 AT 1:30 PM</p> <p>MANDATORY PRE-BID: OCTOBER 4, 2012 AT 10:30 AM<br/>           LOCATION: MILDRED MITCHELL-BATEMAN HOSPITAL<br/>           150 NORWAY AVENUE<br/>           HUNTINGTON, WV 25705<br/>           1ST FLOOR CONFERENCE ROOM AT THE ADMINISTRATION BUILDING 1</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.</p> <p>ELEVATOR MAINTENANCE SERVICE</p> <p>CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, SUPPLIES TO PERFORM PREVENTATIVE AND CORRECTIVE MAINTENANCE ON THE ELEVATORS AT MILDRED MITCHELL-BATEMAN HOSPITAL, 1530 NORWAY AVE, HUNTINGTON, WV 25705 AS PER THE ATTACHED SPECIFICATIONS.</p> |          |     |          |             |            |        |

RECEIVED  
 2012 OCT 25 PM 1:21  
 WV PURCHASING DIVISION

|                                    |                         |                                   |
|------------------------------------|-------------------------|-----------------------------------|
| SIGNATURE: <i>Kimberly Johnson</i> | TELEPHONE: 304-356-4099 | DATE: 10/25/2012                  |
| TITLE: <i>Sales</i>                | FEIN: 20-1968406        | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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| ROBERTA WAGNER<br>304-558-0067          |

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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 Charleston, WV 25313  
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1:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT             |
|--|----------|-----|----------|-------------|------------|--------------------|
| ***** THIS IS THE END OF RFQ MMB13075 ***** TOTAL: |          |     |          |             |            | <u>\$26,268.00</u> |

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Kimberly Johnson</i> | TELEPHONE<br>304-356-6094 | DATE<br>10/25/2012                |
| TITLE<br>Sales                       | FEIN<br>80-1968406        | ADDRESS CHANGES TO BE NOTED ABOVE |

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:

October 4, 2012 at 10:30 am  
 Mildred Mitchell-Bateman Hospital  
 1530 Norway Avenue  
 Huntington, WV 25705  
 1st Floor Conference Room of the Administration Building 1

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, phone number, 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: October 9, 2012

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@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  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 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:

October 25, 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 Contract**

**Initial Contract Term:** This Contract becomes effective on   
 Upon Award  
 and extends for a period of  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  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.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- 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.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **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.
6. **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.
7. **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 a 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.
8. **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:**  
 or more.

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

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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 / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | West Virginia Contractors License |
| <input type="checkbox"/>            |                                   |
| <input type="checkbox"/>            |                                   |
| <input type="checkbox"/>            |                                   |

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.

9. **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.
10. **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.
11. **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.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

for

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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. 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.

**20. 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.

**21. 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.

22. **SMALL, WOMEN-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, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **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.
29. **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.

- 30. 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.
- 31. 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.**
- 32. 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 full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.

38. **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.
39. **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>.
40. **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 various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **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.

42. **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.
43. **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.

44. **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 unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. 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 heath, 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.

**53. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **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:

Contractor's License No.

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

2. **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.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **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.

c. **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
- d. **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.
- e. **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.
5. **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.

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

REQUEST FOR QUOTATIONS MMB13075  
ELEVATOR MAINTENANCE  
DEPARTMENT OF HEALTH & HUMAN RESOURCES  
MILDRED MITCHELL-BATEMAN HOSPITAL  
1530 Norway Avenue  
Huntington, WV 25705

Location: Mildred Mitchell-Bateman Hospital  
Buildings Listed Herein

For: State of West Virginia  
Department of Health & Human Resources

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: MMB13075 Equipment List
3. Attachment C: MMB13075 Building List

A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED IN THE FIRST FLOOR CONFERENCE ROOM OF THE ADMINISTRATION BUILDING 1 LOCATED AT 1530 NORWAY AVENUE HUNTINGTON, WEST VIRGINIA ON October 4, 2012 at 10:30 am.

Prospective bidders will have the opportunity to visit each location immediately following the pre-bid conference. 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 Mildred Mitchell-Bateman Hospital, 1530 Norway Avenue, Huntington, West Virginia 25705.
- 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,

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

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.

- 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. This representative will normally be the Director of Maintenance if he is unavailable the Director of Safety.
- H. "Holidays" are 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 West Virginia Department of Health & Human Resources (DHHR) 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.

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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).

**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 under this contract for all units located at Mildred Mitchell-Bateman Hospital. 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 ANSI A17.1 and in accordance with all current state and federal laws, codes or regulations.

Examples of Full-service maintenance service 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

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manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.

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



## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

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  
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

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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

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.

**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.

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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.

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

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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 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.

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

**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.

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

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

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 Operations and Maintenance Manager monthly. Electronic copies of maintenance tickets shall be sent to the Operations and Maintenance Manager 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.

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.

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

**2.10 Costs:** Contractor shall provide a monthly price for each elevator 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 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.

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

**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 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.



## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

4. FEIN number, complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Health & Human Resources  
 Mildred Mitchell-Bateman Hospital  
 Attn: Judy Leffingwell  
 1530 Norway Avenue  
 Huntington, West Virginia 25705

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**

**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

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

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.

**5.1.1:** "Upon award, Vendor shall be registered with the State of West Virginia Purchasing Division and the West Virginia Secretary of State's office, and be in good standing with the State of West Virginia for Insurance, Workers Compensation, etc."

**5.1.2:** Bid and Performance Bonds

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

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

**5.1.4: License Requirement:** The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV Business Certificate and any other license it may be required to hold by the nature of its operation.

**5.1.5: Protest Bond:** Any bidder that files a protest of an award shall at the time of the protest, submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

**5.1.6: Labor & Material Bond:**

**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,

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

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

**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.

## MMB13075 - ELEVATOR MAINTENANCE CONTRACT

**SECTION 6: AWARD CRITERIA**

The State of West Virginia shall award this Contract according to the following award criteria. **A + B + C = D Your Bid**

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

| <u>Location Name</u>                             | <u>Capacity Type</u>  | <u>Monthly Cost</u> |    | <u>(X12) Yearly Cost</u> |
|--|-----------------------|---------------------|----|--------------------------|
| Administration Building (Bldg #1)<br>Elevator #1 | 2000 lbs<br>Gear      | \$ 300.00           | 12 | \$ 3,600.00              |
| Building #2<br>Elevator #1                       | 3500 lbs<br>Hydraulic | \$ 300.00           | 12 | \$ 3,600.00              |
| Clinical Building (Bldg #3)<br>Elevator #1       | 4000 lbs<br>Gear      | \$ 300.00           | 12 | \$ 3,600.00              |
| Clinical Building (Bldg #3)<br>Elevator #2       | 4000 lbs<br>Gear      | \$ 300.00           | 12 | \$ 3,600.00              |
| Building #5<br>Elevator #1                       | 4000 lbs<br>Gear      | \$ 300.00           |    | \$ 3,600.00              |
| Building #5<br>Elevator #2                       | 4000 lbs<br>Gear      | \$ 300.00           |    | \$ 3,600.00              |
|  |                       |                     |    |                          |
| <b>Total Monthly Charge</b>                      |                       | <b>\$ 1,800.00</b>  |    |                          |
|  |                       |                     |    |                          |
| <b>Total Yearly Charge</b>                       |                       |                     |    | <b>\$21,600.00 (A)</b>   |

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:

Cost for Parts \$5,000 X Markup ( 10%) 1. 10 = \$5,500.00(B)

Flat Hourly Rate \$ 65.00 X 100 hours = \$6,500.00(C)

**Total Bid** \$33,600.00 (D)

| LocationName                                     | Capacity | Type      | Land   | Monthly Cost | QTY          | Yearly Cost |
|--|----------|-----------|--|--------------|--------------|-------------|
| Administration Building (Bldg #1)<br>Elevator #1 | 2,000    | Geared    | 3  | \$ 219.00    | 12           | \$ 2,628.00 |
| Building #2<br>Elevator #1                       | 3,500    | Hydraulic | 4  | \$ 219.00    | 12           | \$ 2,628.00 |
| Clinical Building (BLDG #3)<br>Elevator #1       | 4,000    | Geared    | 5  | \$ 219.00    | 12           | \$ 2,628.00 |
| Elevator #2                                      | 4,000    | Geared    | 5  | \$ 219.00    | 12           | \$ 2,628.00 |
| Building #5<br>Elevator #1                       | 4,000    | Geared    | 4  | \$ 219.00    | 12           | \$ 2,628.00 |
| Elevator #2                                      | 4,000    | Geared    | 4  | \$ 219.00    | 12           | \$ 2,628.00 |
| Total Monthly Charge                             |          |           |  | \$ 1314.00   |              |             |
| Total Yearly Charge                              |          |           |  | A            | \$ 15,768.00 |             |
| Cost for Parts \$5,000 X Markup (10%) 1.10 =     |          |           |  | B            | \$ 5,500.00  |             |
| Flat Hourly Rate \$ 100 X 50 hours =             |          |           |  | C            | \$ 5,000.00  |             |
| Add Columns A+B+C= D Your Bid                    |          |           |  |              |              |             |
| Total Bid  |          |           |  | D            | \$ 26,268.00 |             |
| <b>CONTACT INFORMATION</b>                       |          |           |  |              |              |             |
| Company Name:                                    |          |           | Oracle Elevator Company                          |              |              |             |
| Company Address:                                 |          |           | 4136 W Washington Street<br>Charleston, WV 25313 |              |              |             |
| Contractor Contact Name:                         |          |           | Kimberly Johnson                                 |              |              |             |
| Contractor Phone Number:                         |          |           | 304-350-1694                                     |              |              |             |
| Contractor Fax Number:                           |          |           | 304-744-4022                                     |              |              |             |
| Contractor Email Address:                        |          |           | Kim.johnson@oracleelevator.com                   |              |              |             |
| Please provide the following numbers below:      |          |           |  |              |              |             |
| 24-Hr Phone Number for Callback Services:        |          |           | 304-744-4020                                     |              |              |             |
| Fax/email for Release Order Receipt:             |          |           | 304-744-4022                                     |              |              |             |

|  |                         |       |                   |
|--|-------------------------|-------|-------------------|
| Signature of Authorized Company Agent: | <i>Kimberly Johnson</i> | Date: | <i>10/25/2012</i> |
|--|-------------------------|-------|-------------------|

WV-75  
Created 07/18/12



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

# Fidelity and Deposit Company

Home Office

OF MARYLAND

Baltimore, MD. 21203

## BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

(Name, legal status and address)

Oracle Elevator  
4136 West Washington Street  
Charleston, WV 25313

**SURETY:**

(Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland  
The Precedent Office Park  
9229 Delegates Row, Suite 300  
Indianapolis, IN 46240

**OWNER:**

(Name, legal status and address)

State of West Virginia, Department of Health & Human Resources  
Mildred Mitchell Batman Hospital  
1530 Norway Avenue  
Huntington, WV 25705

BOND AMOUNT: \$ five percent (5%) of the amount bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Maintenance Bid for Six (6) Units

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of October, 2012.

Kimberly Johnson  
(Witness)

Kris Siebold  
(Witness)

Oracle Elevator

(Principal)

William F. Pedmon  
Vice President

(Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

Tammy L. Masterson  
(Attorney-in-Fact) Tammy L. Masterson, Attorney-In-Fact

(Seal)



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

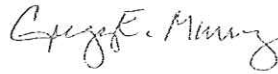
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Douglas A. STOUGH, John A. STOUGH, John F. NEACE, Tammy L. MASTERSON, Kyle SHREWSBURY, Shirley A. SAGUN and Jennifer K. WILLIAMS, all of Louisville, Kentucky, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Douglas A. STOUGH, John A. STOUGH, Deborah S. PINKERTON, John F. NEACE, Tammy L. MASTERSON, Kyle SHREWSBURY, dated January 30, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of April, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*  
Gregory E. Murray Assistant Secretary



By:

*Frank E. Martin Jr.* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 7th day of April, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Durn* Notary Public  
My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

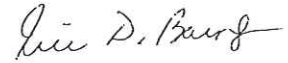
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 25th day of October, 2012.



*Assistant Secretary*



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Kimberly Johnson after being first duly sworn, depose and state as follows:

1. I am an employee of Oracle Elevator Company, and  
(Company Name)

2. I do hereby attest that Oracle Elevator Company  
(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.

Oracle Elevator Company  
(Company Name)

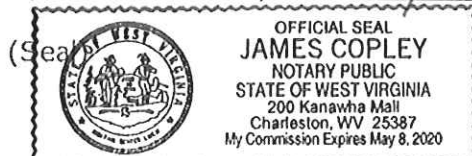
By: Kimberly Johnson

Title: Sale

Date: 10/24/2012

Taken, subscribed and sworn to before me this 24<sup>th</sup> day of October.

By Commission expires May 8 2020



James Copley  
(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.**

RFQ No. MMB13075

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signor affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Oracle Elevator Company  
Authorized Signature: Kim Buly Ann Johnson Date: 10/24/2012

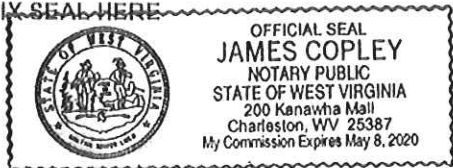
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24 day of October, 2012

My Commission expires May 8, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC James Copley

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.

Oracle Elevator Company

(Company)

Kimberly Johnson

(Authorized Signature)

Kimberly Johnson, Sales

(Representative Name, Title)

304-356-6694

(Phone Number)

304-744-4022

(Fax Number)

10/25/2012

(Date)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: MMB13075

**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.

Oracle Elevator Company  
Company

Kimbully Johnson  
Authorized Signature

10/25/2012  
Date

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

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV043284

**Classification:**

SPECIALTY

ABELL ELEVATOR SERVICE CO  
DBA ORACLE ELEVATOR COMPANY  
4523 KNOPP AVENUE  
LOUISVILLE, KY 40213


**Date Issued**

NOVEMBER 08, 2011

**Expiration Date**

NOVEMBER 08, 2012

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV043284

**Classification:**

SPECIALTY


ABELL ELEVATOR SERVICE CO  
DBA ORACLE ELEVATOR COMPANY  
4523 KNOPP AVENUE ATTN: MELISSA  
LOUISVILLE, KY 40213

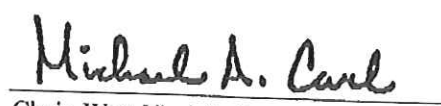
**Date Issued**

NOVEMBER 08, 2012

**Expiration Date**

NOVEMBER 08, 2013

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
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# CERTIFICATE OF LIABILITY INSURANCE

ORael-1

OP ID: 12

DATE (MM/DD/YYYY)

05/09/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |              |  |
|--|--------------|--|
| <b>PRODUCER</b><br>Neace Lukens - Louisville<br>Assured NL Insurance Agcy, Inc<br>2305 River Rd<br>Louisville, KY 40206<br>Alan J. Jones | 502-894-2100 | <b>CONTACT NAME:</b><br>_____<br><b>PHONE (A/C, No, Ext):</b> _____<br><b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____   |
|  | 502-894-8602 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Valley Forge Insurance Co.<br><b>INSURER B:</b> Nat'l Fire Ins Co of Hartford<br><b>INSURER C:</b> StarNet Insurance Company<br><b>INSURER D:</b> National Union Fire Ins. Co.<br><b>INSURER E:</b> _____<br><b>INSURER F:</b> _____ |
| <b>INSURED</b><br>Oracle Elevator Company<br>4523 Knopp Avenue<br>Louisville, KY 40213   |              | <b>NAIC #</b><br>_____   |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER                         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|-----------|----------|---------------------------------------|-------------------------|-------------------------|---|--------------|
| C        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><b>Gen Agg is also</b><br><input type="checkbox"/> Per Elevator<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | JMS000011406<br><br>STOP GAP COVERAGE | 01/01/12                | 01/01/13                | EACH OCCURRENCE   | \$ 1,000,000 |
|          |  |           |          |                                       |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 100,000   |
|          |  |           |          |                                       |                         |                         | MED EXP (Any one person)                                | \$ 10,000    |
|          |  |           |          |                                       |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|          |  |           |          |                                       |                         |                         | GENERAL AGGREGATE                                       | \$ 4,000,000 |
|          |  |           |          |                                       |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 4,000,000 |
|          |  |           |          |                                       |                         |                         | Emp Ben.  | \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> Hr'd PD<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          | 2092499980                            | 01/01/12                | 01/01/13                | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|          |  |           |          |                                       |                         |                         | BODILY INJURY (Per person)                              | \$           |
|          |  |           |          |                                       |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|          |  |           |          |                                       |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$           |
| D        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | BE068024723                           | 01/01/12                | 01/01/13                | EACH OCCURRENCE   | \$ 5,000,000 |
|          |  |           |          |                                       |                         |                         | AGGREGATE   | \$ 5,000,000 |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N      | 292499977                             | 01/01/12                | 01/01/13                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER        |
|          |  |           | N/A      |                                       |                         |                         | E.L. EACH ACCIDENT                                      | \$ 1,000,000 |
|          |  |           |          |                                       |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 1,000,000 |
| B        | Install Cov/BR   |           |          | 2092475002                            | 01/01/12                | 01/01/13                | Install   | 1,000,000    |
|          |  |           |          |                                       |                         |                         | Ded   | 1,000        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

MERC0-6

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE