



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

Solicitation

NUMBER

PSH14160

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BOB KILPATRICK
304-558-0067

*709063719 304-342-8115

THYSSENKRUPP ELEVATOR CO
901 MORRIS ST

CHARLESTON WV 25301

HEALTH AND HUMAN RESOURCES
JACKIE WITHROW HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

304-256-6600

DATE PRINTED

03/20/2014

BID OPENING DATE:

04/16/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR SIX (6) ELEVATOR CARS LOCATED AT JACKIE WITHROW HOSPITAL AT 105 EISENHOWER DRIVE, BECKLEY, WV 25801 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. PSH14160 SPECIFICATIONS, INCLUDING PRICING PAGE						
4. EQUIPMENT LIST						
5. CERTIFICATION AND SIGNATURE PAGE						
6. PURCHASING AFFIDAVIT						
7. DRUG FREE WORKPLACE AFFIDAVIT						
8. SAMPLE BID BOND FORM WITH BID BOND INSTRUCTIONS						

A MANDATORY PRE-BID MEETING IS SCHEDULED ON						
TUESDAY, APRIL 1, 2014 AT 1:30PM, AT THE HOSPITAL						

0001	12	MN	910-13		\$125/mo.	\$1,500/yr
A BUILDING: ADMINISTRATION BLDG ELEVATOR #1						
04/16/14 11:39:06AM West Virginia Purchasing Division						

SIGNATURE

E. Hill

TELEPHONE

304-342-0187 ext.4129

DATE

4-15-14

TITLE

Sales Rep.

FEIN

62-1211267

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

PSH14160

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

BOB KILPATRICK
304-558-0067

*709063719 304-342-8115

THYSSENKRUPP ELEVATOR CO
901 MORRIS ST

CHARLESTON WV 25301

V
E
N
D
O
R

HEALTH AND HUMAN RESOURCES
JACKIE WITHROW HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

304-256-6600

S
H
I
P
T
O

DATE PRINTED

03/20/2014

BID OPENING DATE: 04/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	12	MN		910-13	\$200/mo.	\$2,400/yr
	B BUILDING: CLINICAL BUILDING ELEVATOR #1 B DOCTORS					
0003	12	MN		910-13	\$200/mo.	\$2,400/yr
	B BUILDING: CLINICAL BUILDING ELEVATOR #2 B MAIN					
0004	12	MN		910-13	\$200/mo.	\$2,400/yr
	C BUILDING: CLINICAL BLDG #2 ELEVATOR #1					
0005	12	MN		910-13	\$200/mo.	\$2,400/yr
	D BUILDING: DIETARY/WVDOC ELEVATOR #1 D UNIT A					
0006	12	MN		910-13	\$200.00/mo	2,400/yr
	D BUILDING: DIETARY WVDOC ELEVATOR #2 D UNIT B					

SIGNATURE

E. H. Smith

TELEPHONE

304-342-0187 ext. 4129

DATE

4-15-14

TITLE

Sales rep.

FAX

62-1211267

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

PSH14160

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BOB KILPATRICK
304-558-0067

*709063719 304-342-8115

THYSSENKRUPP ELEVATOR CO
901 MORRIS ST

CHARLESTON WV 25301

V
E
N
D
O
R

HEALTH AND HUMAN RESOURCES
JACKIE WITHROW HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

304-256-6600

S
H
I
P
T
O

DATE PRINTED

03/20/2014

BID OPENING DATE: 04/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0007	EA 1			910-13		\$5,500.00
	COST FOR PARTS \$5,000.00 X MARKUP 1.0%					
0008	HR 100			910-13		\$163.00/hr per man
	FLAT HOURLY RATE					
***** THIS IS THE END OF RFQ PSH14160 ***** TOTAL:						\$35,300.00

SIGNATURE

TELEPHONE

DATE

304-342-0187 ext. 4129

4-15-14

TITLE

Sales Rep.

FEIN

62-1211267

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:
 Jackie Withrow Hospital 105 S Eisenhower Dr. Beckley, WV 25801 in the
 Administration Conference Room (A100) on Tuesday, April 1, 2014 at 1:30pm
 EST. Following the pre-bid conference there will be a tour of the facility where
 vendors can view all facility-owned elevators and machine rooms.

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: April 3, 2014, by 12:00pm (noon) EST

Submit Questions to: Robert Kilpatrick, Senior Buyer, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: robert.p.kilpatrick@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
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: Robert Kilpatrick, File 22

SOLICITATION NO.: PSH14160

BID OPENING DATE: April 16, 2014

BID OPENING TIME: 1:30pm EST

FAX NUMBER: 304-558-3970

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 NA 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: Wednesday, April 16, 2014 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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 award
and extends for a period of one (1) year(s).

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

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

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



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

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.

☒ WV Contractors' License

☒ National Elevator Industry Program Certification for any elevator mechanic

☐
☐

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
 NA for NA

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. [RESERVED]

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.
- 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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: ThyssenKrupp Elevator

Contractor's License No. WV000525

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

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** 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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.
6. **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.

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The WVDHHR / BHHR / Jackie Withrow Hospital located at 105 S Eisenhower Dr. to establish an open-end contract for monthly and as-needed elevator maintenance services.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means Elevator Maintenance Services which, as stated herein, shall mean either preventative maintenance or corrective maintenance.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The pricing is listed in this “RFQ” as Attachment A, Bid Form.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as PSH14160.
 - 2.4 **“Contractor”** the successful bidder or vendor.
 - 2.5 **“Equipment List”** means the equipment being serviced and maintained under this contract. This equipment is listed in this “RFQ” as Attachment B, Equipment List.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. 5 years’ experience installing and/or maintaining equipment of similar manufacture and type as listed in Attachment B of this RFQ. Bidders should provide documentation to demonstrate that they meet this requirement with their bid, but it is required prior to award. Documentation may include, but is not limited to: copies of contracts, references which can verify the adequate numbers of years, etc.
4. **MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

4.1.1 Full Service Maintenance – Monthly inspections, replacement of parts, components, and material on elevator components or equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials and maintenance due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturer's specifications and recommendations or in accordance of National Code requirements. This is inclusive of corrective and preventative maintenance required due to normal usage. **Full Service Maintenance must be covered under the flat monthly rate as agreed upon herein.**

4.1.1.1 Contractor must provide a monthly schedule of all planned full service maintenance visits after receiving a Purchase Order for this contract. Routine examinations and maintenance shall be made at least once a month for each elevator.

4.1.1.2 Contractor must assure all routine examinations, inspections and testing are in accordance with all current state and federal laws, codes or regulations.

4.1.1.3 Contractor must maintain Machine Rooms: Controllers and 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 are to be changed on an as needed basis to prevent commutator damages. Refill gear cases and lubricators as needed. Oil reservoirs shall be kept properly sealed to prevent leakage. Machine room floors shall be swept clean by the contractor each time upon exit.

4.1.1.4 Contractor must clean all hoistways annually. Hoistway doors, tracks, hangers, guide shoes or rollers and relating cables shall be changed as needed. Must lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated bi-annually. 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 bi-annually.

**REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance**

- 4.1.1.5** Contractor must empty pit drip buckets in hydraulic elevator (s) 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.
- 4.1.1.6** Contractor must maintain the efficient car speed for each elevator as designated by the manufacturer. This must include acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.
- 4.1.1.7** Contractor must maintain all door opening and closing speed and thrust.
- 4.1.1.8** Contractor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must include emergency lights, alarms, telephones, fire recall and emergency recall.
- 4.1.1.9** Contractor must examine all suspension ropes, compensating ropes and governor lines and change as needed per code.
Contractor must replace or make corrections to any parts or equipment listed below due to age, normal wear and tear, frequent mechanical breakdowns, or for any safety reasons.
- Hoisting machines and machine brakes.
 - Motor generators or solid state motor drives, starters.
 - Transformers, filters.
 - Control, selector, dispatch, signal and relay panels.
 - Hoisting motors, selector motors and drives.
 - Tension frames, magnet frames.
 - Worms, gears, bearings, thrusts and rotating elements.
 - 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 or hardware.
 - Hydraulic power units, pumps and valves.
 - Hydraulic fluid, fluid reservoirs, heater for oil reservoirs.
 - Operating valves, manual and automatic.
 - Pistons and their packing.

**REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance**

Mufflers and silencers.
 Pipe and pipe fittings located above ground.
 Control wiring, electric wiring, fuses.
 Guide shoes and rollers.
 Control cables, wire ropes and cables.
 Hoisting and governor cables and their fastenings.
 Drive, governor, deflector, and compensating sheaves.
 Car and overweight 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, 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, door, frames and seals, enclosures.
 Emergency car lights.
 Cover plates for signals, signal bells, and signal systems.
 Communication systems (intercoms), telephone cables.
 Smoke and heat sensors.
 Main line power switches, breakers and feeders to elevator
 control equipment, and any other mechanical features of
 the elevators.

Contractor shall also be required to maintain:

Hall buttons.
 Alarms, and emergency telephone equipment.
 Lamps and fixtures (including car lighting).
 Car operating panels, buttons, and lamps.
 Position indicators and lamps.
 Legally required public signage (ie ADA, NFPA, and
 DOL certificates).

Contractor shall also correct all other deficiencies (except those expressly excluded below) when discovered or reported by the agency. The contractor

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

shall take any action necessary to correct these deficiencies in two (2) working days and will report to the agency when the items have been corrected.

Excluded shall be: Carpets and applied floor coverings, wall board and panel, 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. Maintenance or adjustments required due to vandalism or misuse would be considered Open End Service and must be approved by the agency. Section 4.1.4

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 shall furnish a warranty of 12 months for all labor performed under this contract.

4.1.2 Call- back Service: The contractor shall provide Call-back service 25 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. This 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 (Working schedule and observed holidays may be viewed in Section 4.1.6) Work may be suspended for such time as required to obtain needed parts with approval or instruction by the agency.

4.1.2.1 Contractor must ensure the onsite response time for call-back services shall be guaranteed within two (2) hours of telephone notification. In the event of an entrapment the Contractor shall be on the scene in one (1) hour or less.

4.1.2.2 Contractor must complete any corrections needed as requested by the agency under call back service that falls out of the full service maintenance. Contractor shall invoice separately based on flat hourly labor rate, and percentage markup on parts and materials.

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

4.1.3 Safety Checks and Tests: Inspection and Testing shall be in accordance with all current state and federal laws, codes, or regulations. Safety Inspection and testing services shall be covered under the flat monthly rate as agreed upon herein. Contractor will be held responsible for any damages that may occur to any of the elevators' or the building due to the tests not conducted properly.

4.1.3.1 Contractor must arrange and perform all 5 year full load safety tests, all annual no load safety tests, and all I hydraulic relief tests. Contractor shall file the proper tags with the Division of Labor.

4.1.3.2 Contractor must also accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector and/or designated WV elevator consultant. Contractor shall have 30 days to complete these corrections or obtain a waiver from the WV Division of Labor.

4.1.3.3 Contractor will 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', and payment to the Division of Labor for all certification fees.

4.1.3.4 Contractor will be required for re-programming of elevator telephones which shall be included in the full-service maintenance.

4.1.4 Open-End Service: The Contractor shall also provide open-end services on an on call basis. On site response time for service calls placed 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. The agency shall define each scope of work to be performed under this Contract. Prior to beginning any work, the Contractor will be required to provide a cost estimate detailing the intended scope of work itemized by time and materials rates bid for this Contract. All services 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. No individual Open-End Service request will be issued by the

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

Agency under any circumstances if the job's total cost exceeds \$25,000.00.

4.1.5 Parts: The contractor shall provide and install all parts, components, and materials to keep equipment operating in accordance with manufacturers specifications. The contractor shall provide all tools, and 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 shall include grease, or cleaning supplies and rags.

4.1.5.1 Contractor will be responsible of disposal of all oils or anything relating to hydraulic elevators which shall comply with all applicable EPA (Environmental Protection Agency) standards.

4.1.5.2 Contractor must provide parts and materials used for full maintenance and call-back services under monthly charges as agreed upon herein. Contractor shall provide parts and equipment for all services and may be charged to the Agency at the mark up agreed upon herein. Contractor shall furnish a twelve (12) month month warranty on parts or the minimum manufacturers' warranty whichever is longer.

4.1.5.3 Contractor will be responsible for all freight charges incurred as a result of the purchase of replacement parts under this contract. No markup shall be permitted for expedited delivery.

4.1.6 Permitted Working Hours: Under normal circumstances, excluding excluding entrapments the Agency requests all full-service and open-end work be performed during normal business hours (Monday through Friday 8:00am to 4:30pm excluding holidays.) The holidays to be excluded are New Years' Day, MLK Day, President's Day, Memorial Day, WV Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Outside hours shall be approved by the agency with written notification.

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

4.1.7 Removal from Service: Only under emergency situations will the contractor remove an elevator from service without prior approval from the agency. Under no circumstances will an elevator be out of service for more than a 24 hour period unless the Contractor has obtained approval from the Agency. If a longer period is required for repairs, Contractor must coordinate with the agency in advance so downtime will be scheduled accordingly.

4.1.8 Deductions: Should any elevator covered by this contract be permanently removed from service, the Contractor shall reduce the monthly charge by “the monthly cost for each elevator.” In this case the Agency will notify the contractor in writing and will remove the elevator from coverage the first day of the next month.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by completing all cost information and completing contact information on Attachment A within this Request for Quotations. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.

Bidders should provide a Monthly Cost for each Elevator, to include all associated costs to provide Full-Service Maintenance, Call-back Service and Safety Checks and Test. The bid Monthly Cost should be multiplied times 12 to calculate the Yearly Cost for each elevator.

Bidders should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. Bidders should provide the markup in terms of percentage, then convert the percentage to a decimal multiplier, as per the following example:

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

Example Markup bid = 15% Place decimal point in front of percentage digits to add to 1. Example multiplier would be 1.15. Bidders should then multiply the multiplier times the provided estimated Cost for parts of \$5,000.00, to arrive at their Total Parts Bid. The \$5,000.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied. Agency must pre-approve any parts charges.

Bidders should provide a single hourly rate to cover Open End Services. The quantity of 100 hours is provided as an estimate only, used for evaluating bids. No guaranteed quantity of requested hours is assumed, provided or implied. Agency must pre-approve any hourly rate charges.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay off invoices submitted to the agency in arrears for services as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Invoices must include copies of all service orders or inspection reports indicating hours worked and work performed on each elevator, signed and dated by an agency representative. Copy of suppliers' price list for invoice for each part or material provided must be in accordance within section 4.6 The Contractor's cost for the part (s), the markup applied, and the total charge being requested. Also must be accompanied by the Contractor's invoice from third party vendors showing that the markup doesn't exceed the quoted price. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Cancellation of the Contract.
- 10.2.2. Cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
PSH14160 Elevator Maintenance

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Eric Hackney
Telephone Number: 304-342-0187 ext. 4129
Fax Number: 866-812-5542
Email Address: eric.hackney@thyssenkrupp.com

RFQ#PSH14160 Elevator Maintenance

Attachment A: Pricing Page

(See Section 5.2 of the RFQ for instructions on completing the Pricing Page)

<u>EV#</u>	<u>LocationName</u>	<u>Capacity</u>	<u>Type</u>	<u>Land</u>	<u>Monthly Cost</u>	<u>QTY</u>	<u>Yearly Cost</u>	
A Building: Administration Bldg								
EV0001195	Elevator #1 (Sec 4.1.1)	2100lbs	Elev/Hyd	4	<u>\$ 125.00</u>	x 12	= <u>\$ 1,500.00</u>	(A)
B Building: Clinical Building								
EV0001195	Elevator #1 B Doctors (Sec 4.1.1)	3000lbs	Elev/Trac	3	<u>\$ 200.00</u>	x 12	= <u>\$ 2,400.00</u>	(B)
	Elevator #2 B Main (Sec 4.1.1)	3000lbs	Elev/Trac	5	<u>\$ 200.00</u>	x 12	= <u>\$ 2,400.00</u>	{C}
C Building: Clinical Bldg #2								
EV0001195	Elevator #1 (Sec 4.1.1)	3000lbs	Elev/Trac	4	<u>\$ 200.00</u>	x 12	= <u>\$ 2,400.00</u>	(D)
D Building: Dietary/ WVDOC								
EV0001195	Elevator #1 D Unit A (Sec 4.1.1)	3000lbs	Elev/Trac	7	<u>\$ 200.00</u>	x 12	= <u>\$ 2,400.00</u>	{E}
EV0001195	Elevator #2 D Unit B (Sec 4.1.1)	3000lbs	Elev/Trac	7	<u>\$ 200.00</u>	x 12	= <u>\$ 2,400.00</u>	(F)

Total Monthly Charge (add all Monthly Costs, above) \$1,125.00

Total Yearly Charge (add A+B+C+D+E+F) \$ 13,500.00 (G)

Parts Markup = 10 %

Parts Markup Multiplier = 1.10

Total Parts Bid = \$5000.00 X Multiplier, or \$5000.00 X 1.10 = \$ 5,500.00 (H)

Hourly Rate \$ 163.00 **x 100 hours (estimate only)** = \$ 16,300.00 (I)

Total Bid (Add G + H + I) = = \$ 35,300.00

CONTACT INFORMATION

Company Name: ThyssenKrupp Elevator

Company Address: 901 Morris St. Charleston, WV 25301

Remit to address: 901 Morris St. Charleston, WV 25301

Contractor Contact Name: Eric Hackney

Contractor Phone Number: 304-342-0187 ext. 4129

Contractor Fax Number: 866-812-5542

Contractor Email Address: eric.hackney@thyssenkrupp.com

Please provide the following numbers below: _____

24 Hour Phone Number for Callback Services: 304-342-8115

Fax/email for Release Order Receipt: 866-812-5542 eric.hackney@thyssenkrupp.com

[illegible]

CERTIFICATION AND SIGNATURE PAGE

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

ThyssenKrupp Elevator
(Company)

Eric Hackney
(Authorized Signature) Eric Hackney

Eric Hackney, Sales Rep.
(Representative Name, Title)

304-342-0187 ext. 4129 866-812-5542
(Phone Number) (Fax Number)

April, 15 2014
(Date)

RFQ No. PSH14160STATE 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.

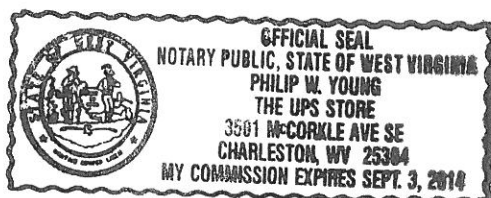
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined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

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: ThyssenKrupp Elevator CorporationAuthorized Signature:  Date: 4-15-14
Eric HackneyState of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 15th day of APRIL, 2014.My Commission expires 9/3, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)





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

STATE OF WEST VIRGINIA,

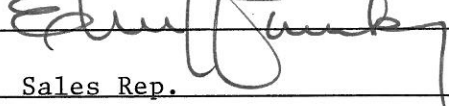
COUNTY OF Kanawha, **TO-WIT:**

I, Eric Hackney, after being first duly sworn, depose and state as follows:

1. I am an employee of ThyssenKrupp Elevator; and,
(Company Name)
2. I do hereby attest that ThyssenKrupp Elevator
(Company Name)

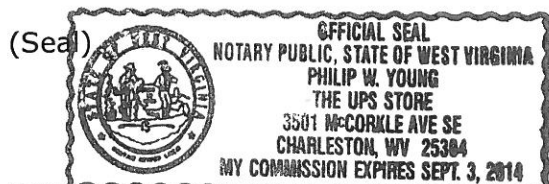
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

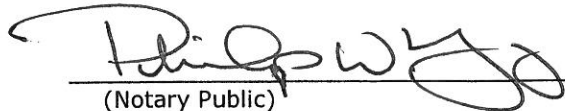
The above statements are sworn to under the penalty of perjury.

By: 
 Title: Sales Rep.
 Company Name: ThyssenKrupp Elevator
 Date: April 15, 2014

Taken, subscribed and sworn to before me this 15TH day of APRIL, 2014.

By Commission expires 9/3/2014




 (Notary Public)

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

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ThyssenKrupp Elevator Corporation
114 Townpark Drive; Suite 300
Kennesaw, GA 30144

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

West Virginia Department of Health and Human Resources
105 South Eisenhower Drive
Beckley, WV 25801

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Maintenance of Several Elevators - Jackie Withrow Hospital

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 requirement 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 16th day of April, 2014

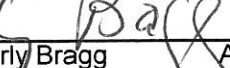

(Witness)


(Witness) Christine Eitel

ThyssenKrupp Elevator Corporation
(Principal)

By: 
(Title)

Federal Insurance Company
(Surety)

By: 
(Title) Kimberly Bragg Attorney-in-Fact



ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

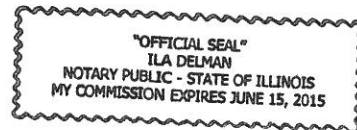
On this 16th day of April, 2014, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

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

Ila Delman

Notary Public, Ila Delman





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

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

Kimberly Bragg

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

Surety Bond Number : Bid Bond

Obligee : West Virginia Department of Health and Human Resources

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March 2013.

Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 1st day of March 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial
Seal



**WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Expires April 18, 2018**

Notary

Public

CERTIFICATION

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 16th day of April, 2014 .



Dawn M. Chloros, Assistant Secretary

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



State of West Virginia

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).

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

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

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

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

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

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

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

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

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

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ThyssenKrupp Elevator

Signed: 

Date: April 15, 2014

Title: Sales Rep.



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

Solicitation

NUMBER
PSH14160

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BOB KILPATRICK 304-558-0067

*709063719 304-342-8115

THYSSENKRUPP ELEVATOR CO
901 MORRIS ST

CHARLESTON WV 25301

V
E
N
D
O
R

HEALTH AND HUMAN RESOURCES
JACKIE WITHROW HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

304-256-6600

S
H
I
P
T
O

DATE PRINTED
04/04/2014

BID OPENING DATE: 04/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED TO:						
1. PROVIDE A COPY OF THE MANDATORY PRE-BID MEETING SIGN-IN SHEET, PER ATTACHED.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO.1 *****						

SIGNATURE		TELEPHONE	304-342-0187 ext. 4129	DATE	4-15-14
TITLE	Sales Rep.	FEIN	62-1211267	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: PSH14160

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to provide a copy of the pre-bid meeting sign-in sheet, per Attachment A.

NO OTHER CHANGES

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

Page 1 of 1

Request for Proposal No. PSH14160

PLEASE PRINT

Date: 4-1-2014

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Oracle Elevator</u>	<u>4136 W Washington</u>	PHONE <u>304-356-4694</u>
Rep: <u>Kimberly Johnson</u>	<u>Street Charleston, WV</u>	TOLL FREE <u>304-744-4020</u>
Email Address: <u>Kim.johnson@oracleelevator</u>	<u>25313</u>	FAX <u>304-744-4023</u>
Company: <u>WV ELEVATOR</u>	<u>PO Box 57</u>	PHONE <u>304 382 3686</u>
Rep: <u>CHRIS BRADLEY</u>	<u>AMMA WV 25005</u>	TOLL FREE
Email Address: <u>CHRIS BRADLEY @ WVELEVATOR.COM</u>		FAX
Company: <u>MURPHY ELEVATOR</u>	<u>1004 4th AVE</u>	PHONE <u>304-529-3220</u>
Rep: <u>WALT BAKER</u>	<u>HUNTINGTON, WV 25701</u>	TOLL FREE <u>800-321-1527</u>
Email Address: <u>walt@murphyelevator.com</u>		FAX <u>304-697-0675</u>
Company: <u>THYSSENKRUPP ELEVATOR</u>	<u>901 MORRIS ST.</u>	PHONE <u>304-342-0187 ext 4129</u>
Rep: <u>ERIC Hackney</u>	<u>CHARLESTON, WV 25301</u>	TOLL FREE
Email Address: <u>eric.hackney@thyssenkrupp.com</u>		FAX <u>866-812-5542</u>
Company: <u>Emcor Corp</u>	<u>919 College Hill Rd</u>	PHONE <u>304 863 5101</u>
Rep: <u>Jason Wright</u>	<u>Washington WV 26105</u>	TOLL FREE <u>877-863-5101</u>
Email Address: <u>Jason 394@msn.com</u>		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PSH14160

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.

ThyssenKrupp Elevator

Company

Authorized Signature

Date

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

Jackie Withrow Hospital Elevator Maintenance Bid PSH14160

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

- Raleigh General Hospital
 - Robert C. Byrd Federal Courthouse
 - Princeton Community Hospital
 - Beckley Hospital
 - University of Charleston at Beckley
 - Concord University
 - Jackie Withrow Hospital
-
- ThyssenKrupp's service office is located at:
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-8115 Fax: 866-812-5542
-
- ThyssenKrupp Elevator Company (formerly Dover Elevator Company) has maintained an office in the Charleston, WV area for over 50 years. ThyssenKrupp employs six (6) trained technicians and two (2) repair teams (consisting of one mechanic and one helper with a repair truck) in the Charleston office. One technician resides in the Beckley area.
 - ThyssenKrupp Elevator (formerly Dover Elevator Co.) currently maintains over 1,500 units (on a local basis) servicing Dover, ThyssenKrupp and other manufacturers' equipment.
 - ThyssenKrupp currently maintains the elevators at Jackie Withrow Hospital
 - Each mechanic operates from a fully equipped service vehicle
 - Branch Office/warehouse in Charleston with over \$100K in spare parts
 - Award winning Safety program that makes employee & customer safety Priority 1
 - On-call mechanics available 24 hours a day, 7 days a week
 - Engineers on call 24/7 dedicated to on-the-spot troubleshooting

Dated: April 16, 2014

Eric Hackney

ThyssenKrupp Elevator

Americas Business Unit

Service Sales Department – Charleston, WV



The TKE Advantage

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

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

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

ThyssenKrupp Elevator Team Charleston

ThyssenKrupp Elevator Corporation
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-0187
Fax: (866) 812-5542

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:

WV000525

Classification:

SPECIALTY

THYSSENKRUPP ELEVATOR CORPORATION
DBA THYSSENKRUPP ELEVATOR CORPORATION
114 TOWNPARK DR NW STE 300
KENNESAW, GA 30144-5876

Date Issued

AUGUST 06, 2013

Expiration Date

AUGUST 06, 2014

Authorized Company Signature

Michael A. Carl

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
SPECIMEN

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).

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	CONTACT NAME: Helen Chen	
	PHONE: 312-238-7489 FAX: 312-621-6865	
	E-MAIL: tke.certificates@willis.com	
	ADDRESS:	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HDI-Gerling America Insurance Company	41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: SPECIMEN

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	POLICY NUMBER	POLICY EFF DATE	POLICY EFF DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLD12574-00 GLD12571-00	10/01/2013	10/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08722705	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WLRC47324877 (AOS) WLRC4732483A (CA, MA) SCFC47324919 (WI)	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SPECIMEN

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



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Marvin L. Richardson

Certification #: [REDACTED]

Hire Date: **5/1/1977**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	5/1/1981	500 - Installation	5/1/1983
200 - Hoistway Structures	5/1/1981	600 - Solid State	5/1/1983
300 - Electrical Fundamentals	12/31/1983	700 - Power & Logic	5/1/1983
400 - Electrical Theory & Application	12/31/1983	800 - Advanced Topics in Elevators	5/1/1983

Mechanic Exam Certificate Granted on 12/31/1983

Other Certificates

(2010, 8 Hours) 8-Hour Machine Room Maintenance

(2010) West Virginia State Licensing

(2011, 8 Hours) Testing Hydraulic Elevators

(2012, 6 Hours) LULA Unit 1

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Michael D. McGhee

Certification #: [REDACTED]

Hire Date: **9/1/1994**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	12/11/2002	500 - Installation	7/20/2004
200 - Holstway Structures	12/11/2002	600 - Solid State	3/11/2003
300 - Electrical Fundamentals	9/15/2000	700 - Power & Logic	3/11/2003
400 - Electrical Theory & Application	9/15/2000	800 - Advanced Topics in Elevators	7/20/2004

Mechanic Exam Certificate Granted on 11/30/2004

Other Certificates

(2010, 8 Hours) 8-Hour Machine Room Maintenance
(2012, 8 Hours) Testing Hydraulic Elevators

(2011, 8 Hours) 8-Hour Machine Room Maintenance
(2013, 8 Hours) Meters

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Dennis W. Westover

Certification #: [REDACTED]

Hire Date: **9/1/1971**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	9/1/1975	500 - Installation	5/1/1987
200 - Hoistway Structures	9/1/1975	600 - Solid State	5/1/1985
300 - Electrical Fundamentals	9/1/1975	700 - Power & Logic	5/1/1985
400 - Electrical Theory & Application	9/1/1975	800 - Advanced Topics in Elevators	5/1/1987

Mechanic Exam Certificate Granted on 9/1/1975

Other Certificates

(1984) Basic Train the Trainer
(2005) SSLWS - Solid State Workshop
(2007) Inst. Orientation, Section 3: Hardware
(2009) MOTLWS - Motor Lab Workshop
(2010) West Virginia State Licensing
(2012, 8 Hours) LULA Unit 1

(2005) HCLWS - Hydraulic Controller Lab Workshop
(2007) ATTC - Adv. Train the Trainer
(2008) OSHA 500
(2010, 8 Hours) 8-Hour Machine Room Maintenance
(2011, 8 Hours) Testing Hydraulic Elevators
(2012, 8 Hours) LULA Unit 2

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1088

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

John M. Danberry

Certification #: [REDACTED]

Hire Date: **10/12/1984**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	1/31/2003	500 - Installation	4/1/2003
200 - Hoistway Structures	1/31/2003	600 - Solid State	7/15/2005
300 - Electrical Fundamentals	6/18/2003	700 - Power & Logic	7/15/2005
400 - Electrical Theory & Application	6/18/2003	800 - Advanced Topics in Elevators	4/1/2003

Mechanic Exam Certificate Granted on 12/7/2005

Other Certificates

(2004, 24 Hours) Mechanic Exam Review

(2009, 8 Hours) 8-Hour Hydraulic Elevator Maintenance

(2011, 8 Hours) 8-Hour Machine Room Maintenance

(2012, 8 Hours) LULA Unit 1

(2008, 8 Hours) 8-Hour Hydraulic Elevator Maintenance

(2010, 8 Hours) 8-Hour Machine Room Maintenance

(2011) West Virginia State Licensing

(2012, 8 Hours) LULA Unit 2

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Mark W. Tribble

Certification #: [REDACTED]

Hire Date: **12/1/1979**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	5/1/1985	500 - Installation	5/1/1987
200 - Holstway Structures	5/1/1985	600 - Solid State	5/1/1985
300 - Electrical Fundamentals	6/1/1988	700 - Power & Logic	5/1/1985
400 - Electrical Theory & Application	6/1/1988	800 - Advanced Topics In Elevators	5/1/1987

Mechanic Exam Certificate Granted on 6/1/1988

Other Certificates

(2010, 8 Hours) 8-Hour Machine Room Maintenance
(2012, 8 Hours) LULA Unit 1
(2013, 8 Hours) 8-Hour Machine Room Maintenance

(2011, 8 Hours) Testing Hydraulic Elevators
(2013, 8 Hours) 8-Hour Holstway Maintenance
(2013, 8 Hours) Meters

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Christopher A. McGhee

Certification #: [REDACTED]

Hire Date: **9/26/2008**

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell

National Director

Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	7/8/2009	500 - Installation	1/9/2012
200 - Hoistway Structures	7/8/2009	600 - Solid State	1/18/2011
300 - Electrical Fundamentals	6/25/2010	700 - Power & Logic	6/17/2011
400 - Electrical Theory & Application	6/25/2010	800 - Advanced Topics in Elevators	6/29/2012

Mechanic Exam Certificate Granted on 11/20/2012

Other Certificates

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Maynard F. Watson

Certification #: [REDACTED]

Hire Date: 1/4/1997

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell
National Director
Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	6/25/2003	500 - Installation	7/15/2005
200 - Hoistway Structures	6/25/2003	600 - Solid State	7/14/2006
300 - Electrical Fundamentals	7/16/2004	700 - Power & Logic	7/14/2006
400 - Electrical Theory & Application	7/16/2004	800 - Advanced Topics in Elevators	7/15/2005

Mechanic Exam Certificate Granted on 12/8/2006

Other Certificates

(2005, 24 Hours) Mechanic Exam Review

(2010, 8 Hours) 8-Hour Machine Room Maintenance

(2012, 8 Hours) 8-Hour Machine Room Maintenance

(2012, 8 Hours) LULA Unit 1

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013