



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

Request for Quotation

RFQ NUMBER
DCH09097

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR

*709003651 304-965-2780
OTIS ELEVATOR COMPANY
4768 CHIMNEY DRIVE

CHARLESTON WV 25302-4804

SHIP TO

CULTURE & HISTORY
CULTURAL CENTER
CAPITOL COMPLEX

CHARLESTON, WV
25305 348-0220

DATE PRINTED 05/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	910-13	ELEVATOR MAINTENANCE AND REPAIR		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY, IS SOLICITING BIDS TO PROVIDE PREVENTATIVE MAINTENANCE, TESTING, AND REPAIR SERVICES FOR THE ELEVATORS, ESCALATORS, AND LIFTS AT THE CULTURAL CENTER LOCATED AT THE CAPITOL COMPLEX IN CHARLESTON, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 6/03/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

RECEIVED

2009 JUN 18 PM 12:59

WV PURCHASING DIVISION

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT</p>						

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<p>IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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	2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:		SHELLY MURRAY			
	RFQ. NO.:		DCH09097			
	BID OPENING DATE:		06/18/2009			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
			<i>304-965-2787</i> -----			
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
			<i>Dustin Borch</i> -----			

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OPERATING ENVIRONMENT

2.1 *Location:*

Agency's administrative offices are located at 1900 Kanawha Blvd East, The Cultural Center, Charleston, WV 25305-0300. work will be performed at the Cultural Center on the State Capitol Complex in Charleston.

2.2 *Background:*

It is the intention of the Agency to secure an "open-end" contract for the maintenance and testing of all elevators, escalators, and lifts, Hereinafter "Building Equipment" located at the address above, and listed on Appendix #1: Equipment List. The primary goal of this contract is to provide for the maximally efficient operation of all Building Equipment and associated equipment, including a minimum of downtime for repairs accomplished through a comprehensive preventive maintenance program. The secondary goal of this contract is to provide for maximally "user-friendly" operation of all elevators. The tertiary goal of this contract is to create an equitably beneficial and cooperative working relationship between the awarded Contractor and the Agency in pursuit of the first two goals.

In the execution of the contract, the Contractor will be asked to work at the behest of the Cultural Center's Director of Facility Operations and in cooperation with all divisional administrative entities, including but not limited to: the Production Stage Manager, Security and Operations Officers, and Maintenance personnel. The Contractor will be asked to respond to emergency situations as communicated to our Agency by our tenants and the public in general.

PROCUREMENT SPECIFICATIONS

3.1 *General Requirements:*

The Contractor shall provide all labor, material, and transport necessary to maintain the Building Equipment in required operating condition in accordance with the enclosed Specifications.

3.2 *Scope of Work:*

The service shall consist of furnishing all supervision, labor, equipment, parts, and tools and to provide inspection, repair, service and a complete preventive maintenance program to maintain all listed Building Equipment in a safe and efficient operating condition in accordance with all industry best practices, federal, state, or local regulations including the Americans with Disability Act, American National Standard Safety Code for Elevators., and the American Society of Mechanical Engineers "Safety Code for Elevators and escalators".

Normal inspections and lubrication shall be provided in accordance with American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators." And, any other applicable state, codes, laws, rules or ordinances. Routine examinations and maintenance of each elevator shall be made at least twice monthly and shall include all necessary adjustments, lubrication, supplies, and parts to keep the equipment in operation. Inspection and testing shall be in accordance with the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for

Elevators and Escalators." And, any other applicable state, codes, laws, rules or ordinances. The Contractor may be held responsible for damage to the Building Equipment if tests are not conducted properly. Annual no-load safety tests on hydraulic elevators are required. Service call work, other than emergency type, shall be accomplished during hours of regular scheduled workdays. These hours are 8:00 A.M. to 4:30 P.M., Monday through Friday. Labor for any acts of vandalism where labor cost of repair does not exceed \$1,500.00 per incident will be covered under the terms of this maintenance contract. However, the replacement of parts as a result of vandalism will be considered extra cost and so billed. The Owner will make the final determination as to what is or is not vandalism.

Only under emergency situations will the Contractor remove any Building Equipment from service without prior approval from the Owner. Any Building Equipment removed from service by the Contractor for maintenance shall be restored to service promptly; under no circumstances shall any Building Equipment be out of service for a period greater than forty-eight (48) hours. The Contractor shall prepare written justification for all repairs expected to exceed the 48-hour period. The Agency Representative is authorized to waive the 48 hour requirement, and he shall notify the Contractor in writing of the new date the repair must be completed. The Agency Representative, at his discretion, may initiate deduction proceedings if in his opinion, after 48 hours, the repair is not proceeding as agreed to by the Contractor or as directed by the Agency Representative. The request should be made well enough in advance so that the downtime can be scheduled. The Contractor shall advise the Agency Representative on the progress of all repairs on a daily basis. Work shall not be delayed in order to notify the Agency Representative except where guarantees or warranties are involved, in which case, the Agency Representative shall be notified prior to repairs being made.

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

The Agency reserves the right to make deductions in contract payments for any piece of Building Equipment removed from service for repair by Department of Labor inspector or by the Contractor, exceeding the outage requirement of the contract, or due to the Contractor's inability to repair the equipment or restore it to service. The number of days for the outage shall be calculated from the first full day of outage to the first full day before being restored to service. No deductions will be made if the Agency relieves the Contractor of this completion date in writing due to circumstances beyond the Contractor's control.

The Contractor shall direct any request for an extension to fulfill the requirements of this contract to the Agency Representative, and the Agency Representative will accept or reject the Contractor's request on a case by case basis.

In addition to ensuring the safe and reliable operation of elevators, the Contractor will ensure that the Building Equipment is "user-friendly" and thus that those features of the Building Equipment that directly impact upon the user during normal operation will remain functioning properly. These features include all indicator lights, fans, controls, alarms and emergency telephone equipment (where installed) both on the elevator car, the elevator lobbies, and elsewhere. The Owner reserves the right to inspect any Building Equipment at any time specifically for these "user-friendly" items and then to notify the Contractor in writing of any deficiencies. The Contractor will take any action necessary to correct these deficiencies, and will report to the Owner when the items have been repaired. If these items are not repaired within two (2) working days, the Contractor's monthly charges will be reduced by fifty dollars (\$50.00) per day per noted deficiency, beginning upon the date

of written notification by the Owner. It will be assumed by Owner that no deficiencies have been corrected until the Contractor reports that the necessary repairs have occurred.

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

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

3.2.1 *Competence of Contractor:*

Contractor must have satisfactorily installed and maintained, for a period of at least five (5) years, equipment of the type, character and magnitude as defined in the attached Equipment Listing of this contract. Bidders may be required to furnish information concerning their facilities, capacity, experience, ability, responsibility, previous work, financial status, and their current amount of similar work upon agency request during the evaluation. Failure to submit within 24 hours of initial request may result in bid disqualification.

Contractor shall have in his direct employment the necessary organization and proper facilities to properly fulfill all the service required. He must employ only skilled, competent and trained Building Equipment personnel either by identifying Union affiliation such as the International Union of Elevator Constructors (IUEC) or identifying accreditation by a nationally recognized trade certification program; and must provide copies of certifications.

The Owner requires Contractor to have adequate personnel available as required, Monday through Friday, with legal holidays excluded.

3.2.2 *Emergency Telephone Service:*

The Contractor shall maintain a continuous emergency telephone service where he can be reached after normal business hours everyday of the week, including Sundays and Holidays.

The Emergency number is: 1-800-233-6847

3.2.3 *Extent of Work:*

3.2.3.1 *ELEVATORS and LIFTS*

The Contractor shall provide regular and systematic examinations and preventive maintenance service, making examinations at scheduled intervals (per the Equipment Listing), at which time he shall take necessary actions to restore the elevator or lift to satisfactory and safe service. By using preventive maintenance methods, the Contractor shall furnish and install parts as necessary to keep the elevators in the best possible working order at all times. Subject to the capability of the equipment, the Contractor shall ensure that the original manufacturer's operating criteria's maintained at all times for each elevator and/or lift.

- a) Maximum capacity in pounds.
- b) Rated speed in feet per minute.
- c) Performance time measured brake to brake.

- d) Door operation.
- e) Traffic handling capabilities.
- f) Response times.
- g) Ride quality

Acceptable performance will be based on Items a) through g) above, and a down-time percentage for each elevator of not more than three percent per year, a maximum of three service calls per month per elevator and/or lift, and a level or decreasing trend in service calls. An increased frequency in service calls is not considered acceptable performance.

The Contractor shall perform all necessary examinations and adjustments to maintain elevators and/or lifts at the specified speed; adjust or replace all safety devices, including governors; and examine and equalize tension of all hoisting, compensating and governor ropes. All of the aforementioned tasks are to be done whenever necessary to insure maintenance of adequate safety factors, and in accordance with these specifications.

Work will be conducted in accordance with American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators.", the equipment manufacturer's recommended maintenance program; applicable state, codes, laws, rules or ordinances, and Industry best practices. The preventive maintenance program for elevators and lifts shall include, but is not limited to: cleaning, painting, lubricating, packing, adjusting, calibrating, repairing, furnishing, and replacing of parts and equipment. It shall include the furnishing of all equipment necessary in the performance of these tasks, as required in the specifications. The parts and equipment to be covered by this preventive maintenance program shall include, but shall not be limited to the following: bearings, brake magnet coils, brakes, buffers, counter-weights; car safety devices, controllers, controller parts, communication (Telephone or other), coils, contacts, cams, car and hoist way door hangers, control panels, corridor position indicators, car door operators, car operations panels, car door operating devices, car flooring, car lights, car fans and fan motors, door operating devices, door tracks and guide, electric wiring, fuses, grates, generators, guide shoes, gate hangers, governors, hall lanterns, heater for oil reservoirs, hoist matching; interlocks indicators, leveling devices, light bulb replacements in all fixtures (except general car lighting), magnet frames motor, motor generator sets, coiling devices, rotating elements; pumps and valves for hydraulic elevators, packing for pistons, push buttons, resistance for motor and controllers; relays, sheaves, selectors, switches on car and hoist way, starters, signal bell, signal systems; thrusts; tension frames, telephone cables, terminal and slow-down devices, traveling cables, under-car safeties, worms, windings, ropes and cables.

The contractor shall, in conducting Preventative Maintenance for the Building Equipment, use criteria set forth in the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators.", the equipment manufacturer's recommended maintenance program; applicable state, codes, laws, rules or ordinances, and Industry best practices. Examples of such maintenance include but are not limited to; clean and properly lubricate all sheaves and bearings on motor-operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall use lubricants recommended by the manufacturer of the equipment or being equal to the manufacturer's recommendations. The Contractor shall keep the guide rail clean and property lubricated: or, when roller type guides are involved, no rail lubricant shall be used. The Contractor shall supply when necessary the following parts and supplies: oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping cloths, paints, and etc. All lubricants shall be stored in a Contractor furnished metal cabinet in each machine room. The Contractor shall check and fill hydraulic reservoirs as needed. The motor windings are to be periodically treated with proper insulation compound. The Contractor

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

3.2.3.2 Escalators

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

The contractor shall, in conducting Preventative Maintenance for the Building Equipment, use criteria set forth in the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators.", the equipment manufacturer's recommended maintenance program; applicable state, codes, laws, rules or ordinances, and Industry best practices. Examples of such maintenance include but are not limited to; clean and properly lubricate all sheaves and bearings on motor-operated brakes and refill gear cases and guide or chain lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall use lubricants recommended by the manufacturer of the equipment or being equal to the manufacturer's recommendations. The Contractor shall supply when necessary the following parts and supplies: oil, grease, lubricants, cleaning compound, wiping cloths, paints, and etc. All lubricants shall be stored in a Contractor furnished metal cabinet in each machine room. The motor windings, if applicable, are to be periodically treated with proper insulation compound.

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

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

Special Instructions for Escalators (Bi-Weekly)

Typical Check points

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

Special Instructions for Escalators (Annual)

Typical Check points

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

3.2.4 Spare Parts Inventory

The Contractor agrees to maintain a supply of spare replacement parts in warehouse inventory. This inventory will include, but is not limited to, door operator motors, brakes, magnets, generator and motor brushes; controller switch contacts, selector switch

contacts, solid state components, selector tapes, door hangers, rollers, and hoist way limit switches, handrails, comb plates, steps, shirt panels, step rollers, drive gears, drive chains, lights, buttons, transfer bars, tension devices, switches, relays, safety devices, and brushes., Such spare replacement parts shall be kept in a warehouse inventory or available from manufacturing facilities located strategically within the United States and available within twenty-four (24) hours. All replacements shall be equal to or better than original manufacturer's parts. Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of wear or breakage, but is unavailable from the manufacturer due to obsolescence, still remains the Contractor's responsibility to replace, repair or renew from another available, reliable source.

3.2.5 *Callback Service:*

Emergency service call-back work shall be accomplished whenever requested and shall be carried to completion without interruptions, regardless of normally scheduled working hours, Sunday or holidays. It is the responsibility of the Contractor to respond within thirty (30) minutes for passenger entrapments and within one (1) hour for any other emergency- request from the Agency. If overtime-emergency repairs are requested by the Agency, the Contractor is to absorb the hours at single time rate and will charge only the overtime bonus (portion of the premium wage) for those hours worked outside normal work hours and when the call for the repairs was initiated outside normal work hours. This rate shall not exceed one-half (1/2) of the hourly rate from the prevailing wage rate table.

3.2.6 *Inspection and Tests:*

The Contractor shall examine periodically all safety devices and governors and shall perform an annual no-load safety test as a part of the Contract. Tests will be performed in the first sixty (180) days of the contract and in any subsequent contract extension, or one (1) year following the last recorded test. A five (5) year full load test will be performed as prescribed under rule 100.46 of the 1981 ANSI Code. Such test shall be performed and results duly recorded on the machine room maintenance chart, as well as all other test reporting documents.

3.2.7 *Job Material Storage:*

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

3.2.8 *Records and Reporting:*

The Contractor shall submit with his bid a schedule of all inspections, lubrications, adjustments, tests, cleanings, routine repairs and other preventive maintenance activities that the Contractor shall be performing on a routine basis during the life of this contract.

The Contractor's representative shall report to the Owner or his designated representative prior to performing any work specified in this contract. The Contractor shall provide and keep current a suitable chart, posted in the machine rooms of the Building Equipment, on which entries shall be made to indicate the status of all servicing and maintenance work performed; likewise, status reports shall be submitted to the Agency, or its designated representative monthly. The Contractor shall maintain a complete, orderly, and chronological log (including drawings parts lists, and wiring diagrams) of callbacks and repairs on each elevator. The Contractor shall maintain up-dated contract wiring diagrams for each elevator in each machine room. These wiring diagrams shall be permanently mounted on full-size display panels near the elevator controllers. These

wiring diagrams are to remain the property of the State of West Virginia, and not be removed from the premises by the Contractor. Logs and maintenance records will also remain the property of the Agency and will be surrendered to the Agency upon termination of this contract.

3.2.9 *Owner's Right to Inspection, Test and Cancellation:*

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

3.2.10 *Sub-letting/Assignment:*

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

3.2.11 *Payments:*

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

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

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

3.2.12 *Withdrawal or Addition to Agreement:*

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

3.3 *Special Terms and Conditions:*

3.3.1 *Insurance Requirements:*

Refer to Request for Quotation (RFQ) material attached above to this specification.

3.4 *General Terms and Conditions:*

By signing and submitting their proposal, the successful Contractor agrees to be bound

by all the terms contained in Section Three (3) of this RFQ.

3.4.1 *Conflict of Interest:*

Contractor affirms that its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Contractor further covenants that in the performance of the contract, Contractor shall periodically inquire of its officers, members, and employees concerning such interests. Any interests discovered shall be promptly presented in detail to the Agency.

3.4.2 *Prohibition against Gratuities:*

Contractor warrants that it has not employed any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed as its agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

3.4.3 *Certifications Related to Lobbying:*

Contractor certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with, this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit a disclosure form to report the lobbying.

Contractor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 *Vendor Relationships:*

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

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

Contractor 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Contractor 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.

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

3.4.5 *Indemnification:*

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

3.4.6 *Contract Provisions:*

After the successful Contractor is selected, a formal contract document will be executed between the State and the Contractor. In addition, the RFQ and the Contractor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Contractor's proposal in response to the RFQ.

3.4.7 *Governing Laws & Compliance:*

The laws of the State of West Virginia shall govern this contract. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

3.4.8 *Compliance with Laws and Regulations:*

The contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations and ordinances of any regulating body.

The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 *Subcontracts/Joint Ventures:*

The Contractor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Contractor to be the

sole point of contact with regard to all contractual matters. The Contractor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Contractor is totally responsible for payment of all subcontractors.

3.4.10 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Contractor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.11 *Contract Termination:*

The State may terminate any contract resulting from this RFQ immediately at any time the Contractor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Contractor with advance notice of performance conditions that are endangering the contract's continuation. If after such notice the Contractor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Contractor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.12 *Changes in Scope:*

If changes in scope of the original contract become necessary, the State, the Agency and the Contractor, to address changes to the terms and conditions, or costs thereof, will negotiate a formal contract Change Order or scope of work included under the contract. An approved contract change order is defined as one approved by the State and the West Virginia Attorney General's Office prior to the effective date of such amendment. An approved contract change order is required whenever the change *affects* the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. (No changes in scope are to be implemented except with the approval of the State and shall be limited to 10% of the original contract award amount.)

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Contractor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the scope change, the Contractor shall, provide a description of the price increase or decrease involved in implementing the requested change.

THE CONTRACTOR SHALL IMPLEMENT NO CHANGES IN SCOPE UNTIL SUCH TIME AS THE CONTRACTOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER. To proceed on verbal approval only is to do so at the CONTRACTOR'S own risk.

3.4.13 *Invoices:*

The Contractor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services. The Contractor must show the appropriate account number on each invoice.

3.4.14.1 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8) Contractor agrees that liquidated damages shall be imposed at the rate of one-thirtieth (1/30) of the monthly rate for each day for each for each unit which the Contractor does not meet any specification of this contract. However, per Section 3.2, paragraph 8, the Agency shall assess liquidated damages at or the rate of fifty dollars (\$50.00) per day beyond the beyond two business days given to the Contractor to correct noted deficiencies in "user-friendly" aspects of elevator operation. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to any other additional remedy to which the State or Agency may have cause for action against in pursuing further damages and penalties against the Contractor.

3.4.14.2 *Reduction in Services:*

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

3.4.15 *Record Retention (Access & Confidentiality):*

Contractor shall comply with all applicable Federal and State of West Virginia laws, rules, ordinances, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Contractor. The Contractor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Contractor's location during normal business hours upon written request by Agency within 10 days after receipt of the request. Contractor shall have access to private and confidential data maintained by Agency to the extent required for Contractor carry out the duties and responsibilities defined in this contract. Contractor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Contractor, subcontractors, or individuals permitted access by Contractor.

Appendix 1

BID RETURN /EQUIPMENT LIST SHEET

Location: Building Nine, Cultural Center, Capitol Complex

Manufacturer	Type	Stops	Use	Monthly Bid Price
Dover	Elevator-Traction	5	Passenger	\$ 300. ⁰⁰
Dover	Elevator-Traction	5	Passenger	\$ 300. ⁰⁰
Dover	Elevator-Traction	3	Passenger	\$ 300. ⁰⁰
Rotapack	Lift- Hydraulic	2	Dock Lift	\$ 50. ⁰⁰ <i>50.00</i>
Rotapack	Lift-Hydraulic	3	Stage Lift	\$ 100. ⁰⁰
ECO A	Lift-Hydraulic	2	Equipment Lift	\$ 50. ⁰⁰
Schindler	Escalator	N/A	Passenger	\$ 300. ⁰⁰
Schindler	Escalator	N/A	Passenger	\$ 300. ⁰⁰
Total Bid Price for Building 9 (The Cultural Center) Maintenance				\$ 1700.⁰⁰

place Sign

When cosmetic repairs are requested of the Contractor by the Agency the Contractor shall provide labor and material needed to accomplish the requested work. The Contractor shall bill for this labor at his regular hourly rate and materials shall be billed at the Contractor's cost not to exceed 10%. Documentation of the Contractor's cost for materials, in the form of invoices from third party Contractors, shall accompany any bills to the Agency for work as defined in this paragraph. The following bid scenario is for evaluation purposes only. The contractor mark up and labor costs will become part of the contract.

Scenario:

- Provide material and labor to replace existing waffle ceiling; and install new hand railing, protective pad hanging studs, and protective pads in North and South Keyed elevator cabs.

Base Material Cost:

1 Waffle Ceiling	\$ 145. ⁰⁰ each	+ Contractor Mark up	15 % =	\$ 166.75
1 Hand Railing	\$ 250. ⁰⁰ each	+ Contractor Mark up	15 % =	\$ 287.50
1 Protective Pads	\$ 200. ⁰⁰ each	+ Contractor Mark up	15 % =	\$ 230. ⁰⁰
1 Hanging Studs	\$ 10. ⁰⁰ each	+ Contractor Mark up	15 % =	\$ 11.50

Total Material Cost: \$ 695.40

Labor Cost:

Mechanic =	\$ 135. ⁰⁰ per hour x estimated 80 Hours =	\$ 10,800. ⁰⁰
Helper =	\$ 108. ⁰⁰ per hour x estimated 80 Hours =	\$ 8,640. ⁰⁰

Total Labor cost: \$ 19,440.⁰⁰

Total Cost; Material and Labor: \$ 20,135.40

TOTAL PROJECT COST (including Maintenance and Scenario:

\$ 21,835.40

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

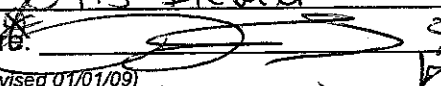
LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Otis Elevator
Authorized Signature:  Date: 6/18/09

* our acceptance is conditional upon the provisions contained in the attached letter dated 6/18/09 *

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.

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: Otis Fleeter

Signed: [Signature]

Date: 6/18/09

Title: Service Sales Supervisor

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

OTIS

DATE: June 18, 2009

TO:
West Virginia Culture Center
Capitol Complex
Charleston, WV 25305

FROM:
Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

BUILDING LOCATION:
West Virginia Culture Center
Capitol Complex
Charleston, WV 25305

Dustin Bozek
304-965-2780
Dustin.Bozek@otis.com

CONTRACT NUMBER: "To be determined"

Thank you for inviting Otis to tender this work. Our bid is conditioned on the understanding that:

PAYMENT TERMS

Payments shall be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

CONTRACT PRICE

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase or decrease in the straight time hourly labor cost.

PERFORMANCE DELAYS

Notwithstanding any other provision in the contract, or any resulting contract, to the contrary, neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God.

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond its control as well as the timely furnishing of all necessary approvals.

WARRANTY

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED**

OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INDEMNITY

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

INSURANCE

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

SOFTWARE

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

TERMINATION

Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

SAFE ACCESS

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

WORK EXCLUDED

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and

brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

RESTRICTED PARTIES LAWS

In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

SCOPE OF WORK CLARIFICATIONS

This contract does not cover car enclosures (including but not limited to wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings, rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, and sills. Without affecting our obligation to provide service under this contract, you agree to permit us to train our personnel on the units. This contract does not cover computer or microcomputer devices such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instruction or warnings in connection with use by passengers.

We will not be required to (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the units, (iv) to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or by governmental authorities (v) to make repairs or replacements necessitated by failures detected during or due to testing of the units and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including but not limited to fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by other.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this contract, Otis may with respect to the equipment not meeting Code requirements cancel this contract by providing thirty (30) days written notice.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, torn, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the units are located to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine room and pits. If any unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE service. Unit the problem is corrected, you agree to remove the unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator(s) and if required by law, to any local authorities. You further agree to preserve replaced parts.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units.

Alterations

If you allow others to make alterations, additions, adjustments, or repairs to the equipment, we will not be responsible for such nor for any repairs or maintenance claims or accidents arising out of the same.

All other terms and conditions to be mutually acceptable.

OTIS ELEVATOR COMPANY

Date: 6/18/09

Signed: 

Print Name: Destin Bozek

Title: Service Sales Supervisor

E-mail: Destin.Bozek@otis.com

OTIS TENDER CLARIFICATIONS