



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:
 HOP10016

PAGE:
 11

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 ROUTE 7
 TERRA ALTA, WV
 26764
 304-789-2411

| | | | | |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 07/16/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: 08/13/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| BID OPENING DATE: -----8/13/2009----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>301.459.8666</u> ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Myron Taylor</u> ----- PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. ***** THIS IS THE END OF RFQ HOP10016 ***** TOTAL: <u>\$244950.00</u> | | | | | | |

RECEIVED
 2009 AUG 13 A 8:32
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND

SIGNATURE _____ TELEPHONE _____ DATE _____
 TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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 workplace 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



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 804-558-0067

RFQ COPY
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VENDOR

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HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
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 ROUTE 7
 TERRA ALTA, WV
 26764 304-789-2411

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 07/16/2009 | | | | |

BID OPENING DATE:

08/13/2009

BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| <p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----HOP10016-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 07/28/2009 | | | | |

BID OPENING DATE: 08/13/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|---|
| 0001 | 1 | JB | | 910-65 | | |
| MODERNIZATION OF ONE ELEVATOR AT HOPEMONT HOSPITAL | | | | | | |
| ***** THIS IS THE END OF RFQ HOP10016 ***** | | | | | | TOTAL: <u>\$244,950.00</u> |
| | | | | | | <i>Section 18.1 Deduct to retain -\$100.00 existing hoist machine</i> |

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 804-558-0067

VENDOR



Myron Taylor
 Kone, Inc
 4420 Lottsford Vista
 Lanham, MD 20706

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
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|---|----------|-----|--------|-------------|------------|--------|
| ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: HOP10016 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 <i>Yes</i> NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-------------------------------|-----------------------------|-----------------------------------|
| SIGNATURE <i>Myron Taylor</i> | TELEPHONE 301.459.8660 x207 | DATE 8/12/09 |
| TITLE <i>Mod Sales Rep.</i> | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>VENDOR MUST CLEARLY 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.</p> <p><i>[Signature]</i> SIGNATURE</p> <p><i>KONE, Inc.</i> COMPANY</p> <p><i>Aug. 12, 2009</i> DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 1</p> | | | | | | |

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we KONE INC. (Here insert full name and address or legal title of Contractor) One Kone Court Moline IL 61265

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Here insert full name and address or legal title of Surety) One Tower Square Hartford CT 06183

a corporation duly organized under the laws of the State of CT as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) STATE OF WEST VIRGINIA Department of Administration 2019 Washington Street, East Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid. Dollars (\$ Bid 5% of Amount),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name address and description of project) Modernize one overhead traction elevator per WV RFQ-HOP10016

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 5th day of August 2009

Witness signature line and Principal signature: KONE INC. Linda Beaman (Principal) (Seal) Dist Mgr (Title)

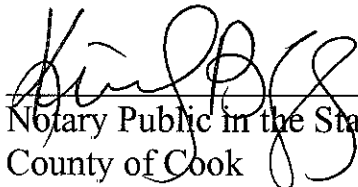
Witness signature: Brian McTaggart (Witness) Surety signature: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety) (Seal) Linda Iser (Title) Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

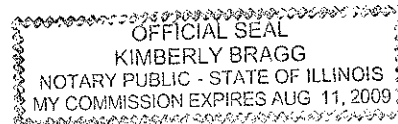
STATE OF ILLINOIS
COUNTY OF COOK

On this 5th of August 2009, before me, Kimberly Bragg, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215800

Certificate No. 003045329

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the 'Companies ') and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Mailes, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Marcia K. Cesafsky, Patricia M. Doyle and Richard A. Moore Jr

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 11th day of October, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2011



[Signature]
Marie C. Tetreault, Notary Public

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: KONE, Inc.
Authorized Signature: [Signature] Date: 8/12/09

Purchasing Affidavit (Revised 01/01/09)
WV Contractor's License No. 060551

WV-96
Rev 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3 **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4 **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
- 6 **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7 **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8 **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9 **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10 **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11 **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12 **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13 **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14 **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15 **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18 **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21 **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

See attached bid clarification

VENDOR

Company Name: KONE, Inc.

Signed: [Signature]

Title: MOD Sales Rep.

Date: 8/12/09

ATTACHMENT
PO # HOP10016

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

See Bid Clarification attachment, dated 8/12/09

Agreed

Myra E. Glan *8/12/09*
Signature Date

Mood Sales Rep.
Title

KONE, Inc.
Company Name

Signature Date

Title

Agency/Division



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

Request for Quotation

RFO NUMBER
 HOP10016

PAGE
 9

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 ROUTE 7
 TERRA ALTA, WV
 26764 304-789-2411

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 07/16/2009 | | | | |

BID OPENING DATE: 08/13/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|-------------|------------|--------|
|------|----------|-----|--------|-------------|------------|--------|

Aug. 12, 2009 DATE

REV 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:
 CONTRACTORS NAME: *KONE, Inc.*
 CONTRACTORS LICENSE NO: *WV # 000 551*

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE <i>304.459.8660 x207</i> | DATE <i>8/12/09</i> |
| TITLE <i>MDD Sales Rep</i> | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

STATE OF Maryland

COUNTY OF Prince Georges, TO-WIT:

I, Myron S. Taylor, after being first duly sworn, depose and state as follows:

- 1. I am an employee of KONE, Inc.; and,
(Company Name)
- 2. I do hereby attest that KONE, Inc.
(Company Name)

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

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

KONE, Inc.
(Company Name)

By: [Signature]

Title: Modernization Sales Representative

Date: August 12, 2009

Taken, subscribed and sworn to before me this 13 day of Aug 2009

By Commission expires 8-1-13

(Seal)

[Signature]
(Notary Public)

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

RFQ NO.HOP10016
HOPEMONT HOSPITAL
Bid Clarification
KONE, Inc.
August 12, 2009

1. Neither party shall be liable for consequential damages.
2. In the event that there are delays on the project in which Contractor must discontinue work, and those delays are the responsibility of Owner or other subcontractors, the Contractor may charge a remobilization fee of \$2,500.00 per instance. Further Owner understands that a delay in excess of seven (7) days may require that the labor planned for the project may be reassigned to other projects. As a consequence, they may not be able to return to the project until completion of the work to which they are assigned. At Owner's option, a change order to compensate Contractor for \$1,150.00 per day per crew to ensure that the crew(s) can be held ready to return to the project upon cessation of the work stoppage can be issued prior to Contractor's return.
3. Each party hereto shall hold harmless from all damages and indemnify the other for its own torts, breaches of contract, and all other acts which produce loss or liability. The parties further agree that there shall be a contribution between themselves for all acts that cause loss or liability and said contribution shall be based upon their comparative fault. It is the intention of the parties that each shall defend and be liable for all damages caused by its own acts.

NICHOLS CONTRACTING, INC.

August 11, 2009

KONE, Inc.
4420 Lottsford Vista Road
Lanham, MD 20706
Attn: Myron Taylor

Subject: Hopemont State Hospital – Route 7 – Terra Alta WV

Dear Myron:

Nichols Contracting, Inc. is pleased to quote a price of \$70,540. to complete the building work associated with the modernization of (1) 4-stop overhead traction elevator at The Hopemont State Hospital. Our scope of work is pursuant to our site visit of August 10, 2009 and includes only the following:

1. Install a new machine room door, frame and code compliant hardware.
2. Install (2) insulated aluminum panels over existing to remain windows.
3. Infill doorway adjacent to stair.
4. Install 3 exterior light fixtures with motion sensors to illuminate the path to the machine room.
5. Remove roof access plywood and provide hinges and latching of existing to remain plywood.
6. Provide fire separation of gas piping in machine room.
7. Reroute cable from machine room.
8. Install a 2.5 ton split system heat pump with low ambient function to control the machine room air temperature. The inside unit will be upright with a discharge plenum and return air filter box; the heat pump will be set on a lightweight roof pad.
9. Install barricades 4' x 8' with floor protection.
10. Remove hoistway entrance frames.
11. Infill and wall repair (limited to the front of hoistway only).
12. Repair floor in front of hoistway approximately 4' out (no matching of existing to remain materials).
13. Install a hoistway louver in exterior wall, new opening in hoistway wall with screen and ductwork between the two.
14. Install a new code compliant pit ladder.
15. Relocate feeder to new machine room door.
16. Install a new breaker in existing to remain main distribution panel for elevator feeder (reuse existing feeder).
17. Tap the main line feeder, install a disconnect and panel for heat pump power and elevator related circuits.
18. Install (1) new main line disconnect switch, lockable in the OFF position only.
19. Install ground to the main line power.

20. Install (1) new 120 volt disconnect switch for car lights & fan, lockable in the OFF position only.
21. Install load side conduit & wire from the new switches to the elevator controller. Final connections by elevator contractor.
22. Install (4) new 2-tube, 4 ft. light fixtures with guards in the machine room (1 with battery back-up).
23. Install (2) GFCI receptacles in the machine room.
24. Install a 1900 box in the machine room & run conduit to the elevator controller for telephone lines. **Telephone wires & service are to be provided to the machine room by the owner.**
25. Install (2) new NEMA 3R light fixtures and a GFCI receptacle in each pit.
26. Test existing to remain fire alarm only.

Our price is firm for 60 days and **includes** labor, material, applicable taxes and permits for our work. All work is to be performed during normal business hours. Nichols Contracting, Inc. shall not at any time be responsible for the abatement of lead paint or asbestos. Our price **does not include** bonds, inspections, cab flooring, card readers, maintenance of the A/C unit after it is put into operation, or any work associated with emergency power, sprinklers, painting of entrance frames or anything not mentioned specifically herein. **We will need an elevator operator for 8 days to complete our work. Please include money in your bid to run/park the elevators for us.**

Thank you for the opportunity to quote on this project. Please call our office if you have any questions regarding our quotation.

Sincerely,

NICHOLS CONTRACTING, INC.

By: Fred Nichols
President

*Please insert start and completion dates on your P.O.

PROPRIETARY ISSUE STATEMENT

For Mod Projects

KONE is committed to providing the finest elevator modernization installation possible including a comprehensive, quality maintenance program for the life of the building. However, should for any reason KONE not maintain your KONE ReSolve elevator control equipment, we currently offer the following solutions for the maintenance of your system:

Spare parts

KONE sells KONE proprietary parts directly to the equipment owner, upon the owner's request, at the same price levels at which we bill our regular maintenance customers for non-contract work

Technical expertise

KONE provides technical service and adjustment support, upon the owner's request, at the same hourly rates we bill our regular maintenance customers for non-contract work.

Diagnostic tool

KONE ReSolve controls do not require an external diagnostic tool for normal maintenance purposes. Diagnostic capabilities are an integral part of KONE ReSolve controls

We trust these measures alleviate concern regarding availability of KONE proprietary spare parts, technical expertise, and the need for diagnostic tools.

Sincerely,
KONE Inc.



Brad Fleming
Assistant Vice President
Modernization Business

This Proprietary Issue Statement generally describes KONE's current proprietary spare parts policy. For the terms of your relationship with KONE please consult your contract.