



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
1

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

VENDOR
*207155056 01 304-744-4020
ORACLE ELEVATOR CO INC
4136 W WASHINGTON ST
CHARLESTON WV 25313

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
***** A MANDATORY PRE-BID WILL BE HELD ON 7/27/2009 AT 10:30 AM IN THE CONFERENCE ROOM AT HOPEMONT HOSPITAL, RT. 3, TERRA ALTA, WV 26764. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
0001	1	JB		910-65		
MODERNIZATION OF ONE ELEVATOR AT HOPEMONT HOSPITAL TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO THE MODERNIZATION OF ONE ELEVATOR AS LISTED HEREIN FOR THE ADMINISTRATION BUILDING OF HOPEMONT HOSPITAL LOCATED AT ROUTE 3, BOX 330, TERRA ALTA, WV 26764-9564, PER THE ATTACHED SPECIFICAITONS.						

PRICE:
ONE HUNDRED SEVENTY NINE
THOUSAND SIX HUNDRED
DOLLARS AND 00 100'S (CENTS)
KAT 8/10/09

#179600

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304 744 4020	8/10/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>[Signature]</i>	201968406		

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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HEALTH AND HUMAN RESOURCES

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<p>A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR 7/27/2009 AT 10:30 AM IN THE HOPEMONT HOSPITAL CONFERENCE ROOM. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE WILL RESULT IN BID REJECTION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/28/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 7/27/2009 AT 10:30 AM IN THE HOSP. CONF. ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVICE AS</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Ben Harn</i>	304 744 4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager	201968406	

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<p>THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING THE SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Ben Hamer</i>	304 744 4020	8/16/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager	201962406	

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MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						

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<i>[Signature]</i>	304 744 4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager	201968406	

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ken Hamer</i>	304 744 4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Manager</i>	201968406	

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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 744 4020	8/10/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	20962406	

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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 3/88						
EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA						
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						

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<i>[Signature]</i>	304-744-4020	8/10/09
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<i>[Signature]</i>	201968406	

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EXHIBIT 10						
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 NOS. :						
NO. 1		✓				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
				SIGNATURE		
				COMPANY		

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<i>[Signature]</i>	304 744 4020	8.10.09
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Manager	201968406	

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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: ORACLE ELEVATOR CO.						
CONTRACTORS LICENSE NO.: WVO 43284						
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		TELEPHONE		DATE		
Ken Harmon		304 744 4020		8/10/09		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
Manager		201968406				

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



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

Request for Quotation

RFQ NUMBER
HOP10016

PAGE
10

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

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*207155056 01 304-744-4020
ORACLE ELEVATOR CO INC
4136 W WASHINGTON ST

CHARLESTON WV 25313

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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
DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
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.						
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.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 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:-----RW/FILE 22-----						
REQ. NO.-----HOP10016-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 744 4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	201968406	

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



State of West Virginia
Department of Administration
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Charleston, WV 25305-0130

Request for Quotation

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HOP10016

PAGE
11

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

V E N D O R	*207155056 01 304-744-4020
	ORACLE ELEVATOR CO INC
	4136 W WASHINGTON ST
	CHARLESTON WV 25313

S H I P T O	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
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: -----304 744 4022-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----KEN HARMON MGR.-----						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
***** THIS IS THE END OF RFQ HOP10016 ***** TOTAL:						<i>\$172,600</i>
ONE HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED DOLLARS AND NO 100'S (CENTS) <i>KH 8/10/09</i>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	TELEPHONE			DATE		
<i>Ken Harmon</i>	304 744 4020			8/10/09		
TITLE	FEIN			ADDRESS CHANGES TO BE NOTED ABOVE		
<i>Manager</i>	201962406					

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

REQUEST FOR QUOTATION

I. GENERAL INFORMATION

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to the modernization of one elevator as listed herein for the Administration Building of Hopemont Hospital located at Route 3, Box 330, Terra Alta, WV 26764-9564.
- 1.2 All work will be in compliance with safety standards set forth in ASME 17.1-2004, 7 "Safety Codes for Elevators," Fire Marshall regulations, National Electric Code and the American's with Disabilities Act and all other applicable building codes and industry standards. The award will be made to the overall low bid that complies with the specifications. KA

2. BASE BIDS:

- 2.1 All qualified Bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions, building and elevator limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for 7/27/2009 at 10:30 AM the Hopemont Hospital conference room. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 To provide all labor, material, equipment and anything incidental to modernize one elevator in the Administration building of Hopemont Hospital so that the elevator is in full compliance with ASME 17.1-2004. The following specifications are required in the scope of work but the absence or presence of any requirement does not relieve the contractor from complying with the requirement to be in full compliance with ASME 17.1-2004. The contractor shall remedy any possible cites the elevator inspector determines are not in compliance with ASME 17.1-2004. Final payment will not be made until after the elevator inspector approves the modernization.

3.1.1 The existing elevator in need of modernization is an Otis traction elevator identified with the serial number of 103135. It services four landings and was installed in 1926.

201101 KH

3.2 Controller - The existing controller will be replaced with a new state of the art microprocessor. The new, advanced system shall operate from buttons located at each floor and in each car, and will utilize the latest in technology to optimize the elevator system, slow down and automatically stop cars at landings corresponding to registered calls.

3.3 System shall use easily reprogrammable intelligent software. Design basic algorithms will optimize service based on equalizing system's response to registered hall calls at shortest possible level and equalizing trip time at shortest possible time.

3.4 Door operation shall automatically open door when car arrives at a floor to permit transfer of passenger and automatically close the door after a timed interval.

3.5 System shall stop car within 1/8" above or below the landing sill. Avoid over travel as well as under travel, and maintain stopping accuracy regardless of load in car, direction of travel rope slippage or stretch.

3.6 The system shall include standard elevator features such as: Fire Service I & II, Independent Service, Attendant Service, Load Weighing and Emergency Power Service. The system shall use designs, components and assemblies that conform to or exceed the codes and standards applicable in the jurisdiction in which they are installed.

3.7 A new solid state, computerized AC vector drive will be installed and be suitable for operation specified and capable of providing smooth, comfortable acceleration, retardation and dynamic braking. Limit difference in speed between full load and no load to not more than +/-5 % of the contract speed.

Automatic Load-Weighting Bypass - Automatic bypass of hall calls shall be provided and be effective when the cars are operating on bank service. Load-weighing switches, which are actuated by the load in the car, establish bypass operation when the car becomes loaded. Once bypass operation is established, the car shall continue to bypass hall calls as long as it is loaded fully

False Car Call Cancel - The False Car Call Cancel Feature shall be applied on all cars to operate in conjunction with the door protection system to discourage the registering of false calls. All car calls shall be canceled if the car makes two consecutive stops for car calls and the beam of the door protection system is not interrupted or the Load Measurement Device detects no load in the cab

OMIT KH
PER AND #1
OMIT KH
PER AND #1
ADD #1

sensors mfr warranty
 3.10 Firefighters Emergency Recall - An emergency return system shall be provided in full compliance with the latest state, local and ASME Code requirements. Heat, smoke and products of combustion sensing device (sensors) and sensor wiring to the elevator controller are included in the scope of this contract.

3.11 Firefighters Service Phase I - In the event of an emergency, the Firefighters Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The car arriving at the recall floor will remain parked with the doors open.

3.12 Firefighters Service Phase II - Contractor will provide Firefighters Service Phase II operation for use by trained emergency service personnel.

A key-operated switch as required by local regulations, will be provided in the car-operating panel of each car. The Firefighters Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector has been activated and the car has returned to the main or alternate Fire Service floor.

Contractor warranty
 3.13 Independent Service - Independent Service shall be available to remove a car from the bank. When the switch is closed, the car is removed from the bank operations and all it's existing car calls are canceled. Registering a car call shall initiate door closing and travel to the chosen floor. On arrival, the doors shall open and remain open until another car call is registered. The car shall respond to only one call at a time, and all other car calls shall be cancelled after the car makes its first stop.

3.14 Electrical - Contractor shall:

~~Furnish and install shunt trip breakers.~~ *NA KA*

Furnish and install 110 volt disconnect switches for car lighting.

Furnish and install GFCI receptacles.

Furnish and install fluorescent lighting in the machine room.

3.15 Hoistway - Contractor shall:

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side.
2. Provide pit light, light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards as required.
4. Cutting and patching walls and floors.
5. Where required, provide a pit access ladder for each elevator.

6. Where required, provide a lockable, self-closing, fire-rated pit door.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas as required by Local Building Code.

3.16 Machine Room Contractor shall perform the following:

1. As required in the machine hoistway and/or pit enclosure, relocate all non-elevator oriented conduit, ducts and drains from elevator machine room. Enclosure requirements are to be two-hour rated.
2. Provide means to control room temperature and humidity to between 55 F and 90 F with relative humidity of not more than 85 % non-condensing. Peak equipment heat release is estimated at 26, 000 BTU/Hour/Unit for Traction or minimum of 6,000 BTU/Hour/Unit (maximum=9,000 BTU/Hour/Unit) for Hydraulic Elevator.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means need to be provided to remove primary power prior to the application of water as required by code.
4. Provide connection at the first elevator controller for fire recall operation. Auto-recall is needed to respond to a life safety system/fire alarm system.
5. Provide proper lighting in the elevator machine rooms in the vicinity of each controller and mainline disconnect.
6. Provide feeder and branch wiring circuits to the controller of cooper wire, including a main line switch and convenience outlets.
7. Provide telephone outlet for each elevator connected to controller in machine room.
8. Provide a self-closing and locking access machine room door.
9. Provide an "ABC" fire extinguisher.

4.INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide three (3) sets of shop drawings to owner specifying products and installation methods for the scope of work as defined in Section 3.

WATERMETER
ATTACHED
ADD #1
3'18" ✓
PLATFORM, CAB
CAR SLING, SAFETY

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building employees shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residues occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor warrants to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming with these requirements may be considered defective.

9. PERMITS:

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **PRESTON COUNTY** pursuant to West Virginia Code 21-5-1, et seq.

12. PROGRESS PAYMENTS:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, these may be submitted at 50% and 100% completion.
- 12.2 At each progress payment, the Contractor shall submit to the Owner one original invoice for payment, supported by such data substantiating the contractor's right to payment under the terms in this contract. After agreement by both parties, the Owner shall make payment.
- 12.3 Application for payment shall be submitted to the Owner for work completed and approved by the Owner. The Owner reserves the right to refuse payment in the event the completed work is not commensurate with the amount shown on the Application for Payment or if the completed work is not in accordance with industry standards or sub-standard in any way.
- 12.4 Payment for the completion of this project shall be made by the Owner to the Contractor when the contract work is completed in its entirety and inspected and approved by the Owner.

13. TERM OF WORK

- 13.1 All work shall be complete within a maximum of ~~90~~ calendar days from the issuance of the notice to proceed

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Owner shall provide a location on the site for all equipment and tools. The Contractor is responsible to safeguard his tools, equipment and materials.

16. SAFETY EQUIPMENT:

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

- 17.1 Any damages occurring to the building or property resulting from the performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of a sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidders shall also submit full warranty information for each product as described in section 3. The warranty information shall minimally contain the product warranty and labor warranty product.
- 18.3 The Bidders are requested to submit references, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's work) for at least three (3) previous users of service. Include descriptions of projects, locations, and records that were generated during the project.

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: OPACLE ELEVATOR CO.

Authorized Signature: Ken Harmon

Date: 8-10-09

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: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: 8-10-09

ATTACHMENT
P O # HOP10016

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

Agreed

Ken Hammer 8/10/09
Signature Date

Manager WV
Title

Oracle Elevator Co.
Company Name

Signature Date

Title

Agency/Division

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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Request for Quotation

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ROBERTA WAGNER 804-558-0067

V E N D O R	*207155056 01 304-744-4020
	ORACLE ELEVATOR CO INC
	4136 W WASHINGTON ST
	CHARLESTON WV 25313

S H I P T O	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
07/28/2009				

BID OPENING DATE:	08/13/2009	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 <input checked="" type="checkbox"/> <i>KH 8/10/09</i>						
NO. 2 <input type="checkbox"/>						
NO. 3 <input type="checkbox"/>						
NO. 4 <input type="checkbox"/>						
NO. 5 <input type="checkbox"/>						
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			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304/744 4020	DATE 8/10/09	
TITLE <i>Asst Manager</i>	FEIN 261968406	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
Department of Administration
Purchasing Division
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Charleston, WV 25305-0130

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ROBERTA WAGNER 304-558-0067

V E N D O R	*207155056 01 304-744-4020
	ORACLE ELEVATOR CO INC
	4136 W WASHINGTON ST
	CHARLESTON WV 25313

S H I P T O	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
07/28/2009				

BID OPENING DATE:

08/13/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
<div>..... SIGNATURE</div> <div>Oracle Elevator Co. COMPANY</div> <div>8-10-09 DATE</div>						
REV. 11/96						
END OF ADDENDUM NO. 1						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ken Hammen</i>	304-744-4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager	20-1968406	

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



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

Request for Quotation

RFQ NUMBER
HOP10016

PAGE
3

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

V E N D O R	*207155056 01 304-744-4020
	ORACLE ELEVATOR CO INC
	4136 W WASHINGTON ST
	CHARLESTON WV 25313

S H I P T O	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
07/28/2009				

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:						
ONE Hundred seventy NINE thousand dollars and NO 100's (cents)						
\$179,600						
KJ						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kent Harmon</i>	304 744 4020	8/10/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>WV Manager</i>	201968406	

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

HOP10016 Pre-Bid Addendum

Pre-Bid Date: 07/27/09 at 10:30 AM

Changes and Additions:

- * Page 4, second paragraph and Section 13.1: Change the contract term from 90 calendar days to 180 calendar days after receipt of the notice to proceed.
- * Section 1.2 and 3.1: Change ASME 17.1-2004 to ASME 17.1-2007 or the most current code in effect as of the receipt of the Purchase Order
- * Section 3.1.1: Change serial number of 103135 to sales number 201101.
- * Section 3.2: Add the requirement for this controller to be non-proprietary.
- * Section 3.6: Eliminate the "Load Weighting" feature from this paragraph
- * Section 3.8: Delete this section
- * Section 3.9: Delete this section.
- * Section 3.14: Delete the first sentence, shunt trip breakers not needed.
- * Add Section 3.17: Remove existing hoistway doors, frames, sills and hardware and replace with 36" two-speed, side slide doors.
- * Add Section 3.18: Remove existing cab, platform sling and safety plank and replace new
- * Add Section 3.19: Adjust counterweight to compensate as necessary for new, lighter-weight equipment
- * Add Section 3.20: Remove existing governor and replace with new fully calibrated governor to meet all code requirements
- * Add Section 3.21: Replace all hoisting and governor cables.
- * Add Section 3.22: Contractor shall replace the existing machine, motor and brake.
- * Add Section 3.23: As a deductive alternate, Contractor shall indicate the reduction in the base bid for reusing the existing machine instead of replacing it as required in Section 3.22.

Section 8.1: Add the following language: As part of the base bid, Contractor shall include maintenance and warranty for one year after date of installation

Section 18.1: Change this section to read as follows: Bidders shall submit a base bid for all the work as described herein with a deductive alternate stating the cost reduction for not replacing the existing machine as stated.

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 2 of 2
Date: 7-27-99
Hopewell
Hopewell Elevator

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

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	<u>KONE, INC</u>	<u>4420 Loftford Vista</u>	PHONE	<u>301.459.8860</u>
Rep:	<u>Myron Taylor</u>	<u>Lanham, MD 20706</u>	TOLL FREE	
Email Address:	<u>myron.taylor@kone.com</u>		FAX	<u>301.459.8860</u>
Company:			PHONE	
Rep:			TOLL FREE	
Email Address:			FAX	
Company:			PHONE	
Rep:			TOLL FREE	
Email Address:			FAX	
Company:			PHONE	
Rep:			TOLL FREE	
Email Address:			FAX	

Schedule of Responses

Bid Bond

Equipment Mfr. Warranty sect. 3

Drug Free Work Place Affidavit

Certificate of Insurance

WV Contractors License

Reference List

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

Agency 21
REQ. P. O# HOP10016

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oracle Elevator Company
of 4136 W. Washington St. Charleston, WV 25313, as Principal, and Fidelity and Deposit Company
of Maryland, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of five percent of amount bid (\$ 5% of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Modernization of One Elevator at Hopemont Hospital
located at Route 3, Box 330, Terra Alta, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
13th day of August, 2009

Principal Corporate Seal

Oracle Elevator Company

(Name of Principal)

By Jeff Redmon

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

Tammy L. Masters
Attorney-in-Fact
Tammy L. Masters

IMPORTANT --Corporate seals must be affixed and a power of attorney must be attached.

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

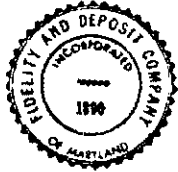
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Douglas A. STOUGH, John A. STOUGH, Deborah S. PINKERTON, John F. NEACE, Tammy L. MASTERSON and Kyle SHREWSBURY, all of Louisville, Kentucky, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Douglas A. STOUGH, John A. STOUGH, Deborah S. PINKERTON, John F. NEACE, Tammy L. MASTERSON, dated April 13, 2006.**

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of January, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

William J. Mills Vice President

State of Maryland } ss:
City of Baltimore }

On this 30th day of January, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Constance A. Dunn Notary Public

My Commission Expires: July 14, 2011

Section 3 Scope of Work
Manufacturers' Warranty Compliance

ELEVATOR CONTROLS LIMITED WARRANTY

Before attempting to install Elevator Controls products, read and familiarize yourself with the respective manuals.

WARRANTY

Elevator Controls warrants its products to be free from defects in materials and workmanship for a period of 15 months from the date of shipment by Elevator Controls. Any defect appearing more than 15 months from the date of shipment by Elevator Controls shall be deemed to be due to ordinary wear and tear. Elevator Controls assumes no risk or liability for results of the use of products purchased from it, including but without limiting the generality of foregoing: (1) the use in combination with any electrical or electronic components, circuits, systems assemblies or any other materials or substances; (2) unsuitability of any product for use in any circuit or assembly or environment. Satisfaction of this warranty, consistent with other provision herein, shall be limited to, at the sole discretion of Elevator Controls, repair, replacement, or modification of the product, free of charge, F.O.B. factory. This warranty applies to any product which is received at the factory within said 15 months and which, upon examination by Elevator Controls, is determined to have a defect which has not been caused by misuse, neglect, improper installation, improper application, improper operation, improper maintenance, repair or alteration, accident, or unusual deterioration or degradation of the equipment or parts thereof due to physical environment or due to electrical or electromagnetic environment.

Should purchaser experience trouble or difficulty with any product of Elevator Controls and request engineering assistance either by telephone or a field visit or visits by a representative of Elevator Controls, Elevator Controls may, at its sole discretion, provide said assistance. Should, in the opinion of Elevator Controls, the trouble or difficulty be a warranty problem as herein described, Elevator Controls will absorb all travel, labor, and expense costs involved. Should in the opinion of Elevator Controls, the trouble or difficulty be a result of any other reason than the warranty described herein, the purchaser will be charged for the travel, labor, and expense costs by Elevator Controls, for providing engineering assistance, whether it be by telephone, correspondence, or field visit or visits by a representative of Elevator Controls. A schedule of fees is available on request for engineering services by Elevator Controls.

The giving of or failure to give any advice or recommendation by Elevator Controls shall not constitute any warranty by or impose any liability upon Elevator Controls. This warranty constitutes the sole and exclusive remedy of the purchaser and the exclusive liability of the manufacturer, AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AS TO MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVITY, OR ANY OTHER MATTERS. In no event shall Elevator Controls be liable for special or consequential damages or for delay in performance of this warranty.



HOLLISTER-WHITNEY ELEVATOR CORPORATION

P.O. Box 4025 • 2603 North 24th Street, Quincy, Illinois 62305 • Phone 217-222-0466 • FAX 217-222-0493

All MAJOR Components IE:

- | | |
|-------------|----------------------|
| 1. MACHINE | 6. SAFETY PLANK |
| 2. BRAKE | 7. GOVERNOR |
| 3. MOTOR | 8. ROPES |
| 4. CARSING | 9. ROPE GRIPPER |
| 5. PLATFORM | 10. CAB SUPPORT RODS |

STANDARD WARRANTY

ALL PARTS AND EQUIPMENT MANUFACTURED BY HOLLISTER-WHITNEY ARE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SHIPMENT. WARRANTY COVERS ONLY THE REPAIR OR REPLACEMENT OF PARTS, F.O.B. OUR FACTORY, UPON DETERMINATION BY INSPECTION AT OUR FACTORY THAT WARRANTY IS APPLICABLE. EQUIPMENT AND COMPONENTS NOT OF OUR MANUFACTURE ARE WARRANTED ONLY TO THE EXTENT OF THE ORIGINAL MANUFACTURER'S WARRANTY. OUR WARRANTY SPECIFICALLY DOES NOT INCLUDE ANY OTHER INCIDENTAL LIABILITY OR EXPENSE SUCH AS TRANSPORTATION, LABOR, AND UNAUTHORIZED REPAIRS.

HOLLISTER-WHITNEY ELEVATOR CORP.

HWEC:keg





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

STATE OF West Va.

COUNTY OF Kanawha, TO-WIT:

I, Ken Hammer, after being first duly sworn, depose and state as follows:

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

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

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

Oracle Elevator Co.
 (Company Name)

By: Ken Hammer

Title: Manager

Date: 8-10-09

Taken, subscribed and sworn to before me this 12th day of August 2009

By Commission expires 12-12-2014

(Seal)



Fern B. Hunter
 (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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID RY
ORAEI-1

DATE (MM/DD/YYYY)

08/11/09

PRODUCER Neace Lukens - Louisville 2305 River Rd Louisville KY 40206 Phone: 502-894-2100 Fax: 502-894-8602	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Oracle Elevator Company 4523 Knopp Avenue Louisville KY 40213	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nat'l Fire Ins Co of Hartford</td><td>20478</td></tr><tr><td>INSURER B: StarNet Insurance Company</td><td></td></tr><tr><td>INSURER C: National Union Fire Ins. Co.</td><td>19445</td></tr><tr><td>INSURER D: Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Nat'l Fire Ins Co of Hartford	20478	INSURER B: StarNet Insurance Company		INSURER C: National Union Fire Ins. Co.	19445	INSURER D: Valley Forge Insurance Co.	20508	INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER B: StarNet Insurance Company													
INSURER C: National Union Fire Ins. Co.	19445												
INSURER D: Valley Forge Insurance Co.	20508												
INSURER E:													

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg is also <input type="checkbox"/> Per Elevator GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	JMS000011402	01/01/09	01/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Emp Ben. 1,000,000
			STOP GAP COVERAGE	01/01/09	01/01/10	
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS A <input checked="" type="checkbox"/> HIRED AUTOS A <input checked="" type="checkbox"/> NON-OWNED AUTOS A <input checked="" type="checkbox"/> Hired Car Phy Dmg	2092499980	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE023406413	01/01/09	01/01/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	2092499977	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		Installation Cover	2092475002	01/01/09	01/01/10	Install 657,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of West Virginia Dept of Admin / Purchasing Div 2019 Washington Street East PO Box 50130 Charleston WV 25305-0130	STAW-1
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV043284

Classification:

SPECIALTY

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

Date Issued


Expiration Date

NOVEMBER 08, 2008

NOVEMBER 08, 2009

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

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

Reference List

1. Charleston Area Medical Center- From 2002-Present

Performed complete elevator modernization to 15 elevators throughout the three CAMC campuses, while working closely with various professionals such as engineers, architects, and Building Mgr.'s. Coordinated work with other tradesmen to produce quality ontime modernization projects. After work was completed on the job worked directly with inspectors including fire marshal's, elec., and elev.

Performed to the standard building codes, elec. codes, and elevator codes on all jobs.

The scope of work included but was not limited to replacement of complete elevator systems to major modernization to partial modernization. Some of the job tasks were traction machine removal and replacement, selector removal and replacement, controller removal and replacement, wiring systems removal, repair, and replacement. Car sling, platform, cab, governor, cables, fixtures, ceilings, machine room structures, hoistway structures, hydraulic elevator pump, motors, pistons, rails, brackets, door entrances, door operators, door sills, closers, etc.

**Contact- Mr. Ken Wilson Director of Maintenance and operations
500 Morris Street
Charleston, Wv 25301
Phone: 304-388-6750**

2. Realcorp Realty- Performed complete elevator modernization to two hydraulic elevators and installed one new complete hydraulic elevator from

2006-2008 at three different charleston addresses elev. #1 The Mason Bldg. Performed major modernization including the following: Removed existing controller, pump unit, fixtures, door equipment, pump motor. valve, and wiring system. Also added new fire recall circuits for proper fire operation. elevator #2 The Lee Bldg. same as Mason Bldg. Elevator #3 - The Cambridge Bldg. Installed new holeless dual post hydraulic elevator complete in new elevator shaft constructed by GC to our specifications. Worked with GC to properly layout and construct same.

**Contact- Ray Lewis Construction manager
3818 McCorkle Ave.
Charleston, WV 25304
Phone: 304-552-0006**

3. The State of Kentucky- Performed complete elevator removal and replacement of 3 inground hydraulic elevators at the Capitol Parking Annex Bldg. in Frankfurt Ky. Removed old hydraulic jacks, cars, controllers, door operators, cabs, wiring, fixtures etc. and replaced with all new equipment cleaned and adjusted per A17.1 code for elevators per the Ky. state elevator inspector.

**Contact- Mike Servant Director of Facilities
701 Holmes Street
Frankfurt Ky. 40601
Phone: 502-564-5455 ext. 418**