



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

**Solicitation**

NUMBER
DCH13069

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

\*709063719      304-342-8115  
 THYSSENKRUPP ELEVATOR CO  
 901 MORRIS ST  
 CHARLESTON WV 25301

SHIP TO

DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300      558-0220

DATE PRINTED
04/23/2013

BID OPENING DATE: 05/23/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		295-70		
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY LOCATED AT 1900 KANAWHA BLVD. EAST, CHARLESTON, WV 25305 REQUEST A QUOTE TO PROVIDE LABOR AND MATERIALS TO REPAIR AND RENOVATE THREE (3) ELEVATORS PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.  MANDATORY PRE-BID MEETING: MAY 8, 2013 AT 1:00 PM (SEE INSTRUCTIONS TO BIDDERS)  BID OPENING: MAY 23, 2013 AT 1:30 PM  REPAIR & RENOVATION OF 3 ELEVATORS AT THE CULTURAL CENTER PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
***** THIS IS THE END OF RFQ DCH13069 ***** TOTAL:						\$326,898.00
						05/23/13 11:14:34 AM West Virginia Purchasing Division

SIGNATURE <i>Gary Roberts</i>	TELEPHONE 304-342-0187 ext 4126	DATE 05-22-13
TITLE Modernization Sales	FEIN 62-1211267	ADDRESS CHANGES TO BE NOTED ABOVE

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

May 8, 2013 at 1:00 pm

WV Division of Culture & History  
1900 Kanawha Blvd. East  
Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 13, 2013

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical  
                  [ ] Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

May 23, 2013 at 1:30 pm

**Bid Opening Location:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

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

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- [ ] **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- [ ] **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- [✓] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- [ ] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [✓] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [ ]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
\$1,000,000.00 minimum [ ] or more.

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

[ ] General Property Damage - \$1,000,000.00 minimum

[ ] [ ]

[ ] [ ]

[ ] [ ]

[ ] [ ]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

- WV Contractors License
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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.



**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

**Contractor's Name:** ThyssenKrupp Elevator

**Contractor's License No.** WV000525

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

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.



- c. **Required Information.** The subcontractor list shall contain the following information:
- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish a contract for the repair and renovation of three elevators located at The Culture Center at 1900 Kanawha Boulevard East, Charleston, WV.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means a repair and renovation of the North Keyed, South Keyed, and Public elevators as described in **Section 3. General Requirements** below.
  
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DCH13069.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Vendor shall provide Labor and Materials to Repair and Renovate the Electric Traction Elevator; North Keyed, State # 45-712. Vendor shall Furnish and Install the following:**
      - 3.1.1.1 Microprocessor based controller (non-proprietary) with selective collective operation. Logic will include fireman service, and Americans with Disabilities Act (ADA) circuitry. The drive will be a Variable-Voltage, Variable-Frequency (VVVF) with automatic leveling.
      - 3.1.1.2 New Alternating Current (AC) motor
      - 3.1.1.3 New rope gripper and mounting.
      - 3.1.1.4 A new landing system.

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3.1.1.5 Vendor shall provide new, solid state operator for car and hatch doors; complete with the following equipment:

- 3.1.1.5.1 Door operator.
- 3.1.1.5.2 Mechanical retractable car door clutch with restrictor.
- 3.1.1.5.3 Car door switch.
- 3.1.1.5.4 Car door hanger.
- 3.1.1.5.5 Hatch door hangers
- 3.1.1.5.6 Hatch door drives complete with interlock assembly.
- 3.1.1.5.7 Infrared detector.

3.1.1.6 Vendor shall provide Signal fixtures to include fireman service and ADA.

- 3.1.1.6.1 Car operating panel with ADA telephone installed by vendor.
- 3.1.1.6.2 Hall stations.
- 3.1.1.6.3 Digital car position indicator.
- 3.1.1.6.4 Car traveling lantern.
- 3.1.1.6.5 Emergency light.
- 3.1.1.6.6 Handicap features as follows:

3.1.1.6.6.1 Hall call buttons will be furnished new and centered, at forty-two (42) inches, maximum, above the finished floor level (FFL)

3.1.1.6.6.2 Car traveling lantern shall have an audible signal that sounds once for up and twice for down.

3.1.1.6.6.3 All elevator hoistway entrances will have raised floor designations provided on both jambs.

3.1.1.6.6.4 New car operating panel to include raised characters, Floor buttons placed no higher than fifty-four (54) inches, maximum, above the floor side approach and forty-eight (48) inches, maximum, for front approach. Emergency controls shall be grouped at the bottom of the panel and shall

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have their center lines up at less than thirty-five (35) inches, maximum, above the floor.

**3.1.1.6.6.5** A car position indicator will be equipped with an audible gong that sounds as the car passes and stops at the floor.

**3.1.1.7** Vendor shall insure that all finishes will be Stainless Steel #4

**3.1.1.8** Vendor shall provide new governors and governor cable

**3.1.1.9** Vendor shall provide new car top inspection station and new car top railing.

**3.1.1.10** Vendor shall provide new egg crate dropped ceiling.

**3.1.1.11** Vendor shall provide new wiring from the controller to the car, hoistway, fixtures, and machine.

**3.1.1.12** Vendor shall inspect cab panels and tighten as needed and install new pad hooks in the cap and supply pads.

**3.1.1.13** Vendor shall reuse the following equipment:

**3.1.1.13.1** Machine, cab, car sling and platform, safety counterweight, hoistway entrances, guide rails, and guide brackets.

**3.1.1.14** Vendor shall thoroughly clean all machinery, replace all fluids with new.

**3.1.1.15** Vendor shall thoroughly clean machine room.

**3.1.1.16** Vendor shall arrange for elevator inspection and Certificate of Operation at vendor's cost.

**3.1.2 Vendor shall provide Labor and Materials to Repair and Renovate the Electric Traction Elevator; South Keyed, State #45-716. Vendor shall Furnish and Install the following:**

**3.1.2.1** Microprocessor based controller (non-proprietary) with selective collective operation. Logic will include fireman service, and Americans with Disabilities Act (ADA) circuitry. The drive will be a Variable-Voltage, Variable-Frequency (VVVF) with automatic leveling.

**3.1.2.2** New Alternating Current (AC) motor

**3.1.2.3** New rope gripper and mounting.

**3.1.2.4** A new landing system.

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3.1.2.5 Vendor shall provide new, solid state operator for car and hatch doors; complete with the following equipment:

- 3.1.2.5.1 Door operator.
- 3.1.2.5.2 Mechanical retractable car door clutch with restrictor.
- 3.1.2.5.3 Car door switch.
- 3.1.2.5.4 Car door hanger.
- 3.1.2.5.5 Hatch door hangers
- 3.1.2.5.6 Hatch door drives complete with interlock assembly.
- 3.1.2.5.7 Infrared detector.

3.1.2.6 Vendor shall provide Signal fixtures to include fireman service and ADA.

- 3.1.2.6.1 Car operating panel with ADA telephone installed by vendor.
- 3.1.2.6.2 Hall stations.
- 3.1.2.6.3 Digital car position indicator.
- 3.1.2.6.4 Car traveling lantern.
- 3.1.2.6.5 Emergency light.
- 3.1.2.6.6 Handicap features as follows:
  - 3.1.2.6.6.1 Hall call buttons will be furnished new and centered forty-two (42) inches, maximum, above the finished floor level (FFL)
  - 3.1.2.6.6.2 Car traveling lantern shall have an audible signal that sounds once for up and twice for down.
  - 3.1.2.6.6.3 All elevator hoistway entrances will have raised floor designations provided on both jambs.
  - 3.1.2.6.6.4 New car operating panel to include raised characters, Floor buttons no higher than fifty-four (54) inches, maximum, above the floor side approach and forty-eight (48) inches, maximum, for front approach. Emergency controls shall be grouped at the bottom of the panel and shall have their

center lines up at less than thirty-five (35) inches, maximum, above the floor.

**3.1.2.6.6.5** A car position indicator will be equipped with an audible gong that sounds as the car passes and stops at the floor.

**3.1.2.7** Vendor shall insure that all finishes will be stainless Steel #4.

**3.1.2.8** Vendor shall provide new governors and governor cable

**3.1.2.9** Vendor shall provide new car top inspection station and new car top railing.

**3.1.2.10** Vendor shall provide new egg crate dropped ceiling.

**3.1.2.11** Vendor shall provide new wiring from the controller to the car, hoistway, fixtures, and machine.

**3.1.2.12** Vendor shall inspect cab panels and tighten as needed and install new pad hooks in the cap and supply pads.

**3.1.2.13** Vendor shall provide reuse the following equipment:

**3.1.2.13.1** Machine, cab, car sling and platform, safety counterweight, hoistway entrances, guide rails, and guide brackets.

**3.1.2.14** Vendor shall thoroughly clean all machinery, replace all fluids with new.

**3.1.2.15** Vendor shall thoroughly clean machine room.

**3.1.2.16** Vendor shall arrange for elevator inspection and Certificate of Operation at vendor's cost.

**3.1.3 Vendor shall provide Labor and Materials to Repair and Renovate the Electric Traction Elevator; Public Elevator, State # 75-1011. Furnish and Install the following:**

**3.1.3.1** Microprocessor based controller (non-proprietary) with selective collective operation. Logic will include fireman service and Americans with Disabilities Act (ADA) circuitry. The drive will be a Variable-Voltage, Variable-Frequency (VVVF) with automatic leveling.

**3.1.3.2** New Alternating Current (AC) motor

**3.1.3.3** New rope gripper and mounting.

**3.1.3.4** A new landing system.

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DCH13069 –ELEVATOR REPAIRS AND IMPROVEMENTS

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3.1.3.5 Vendor shall provide new, solid state operator for car and hatch doors; complete with the following equipment:

- 3.1.3.5.1 Door operator.
- 3.1.3.5.2 Mechanical retractable car door clutch with restrictor.
- 3.1.3.5.3 Car door switch.
- 3.1.3.5.4 Car door hanger.
- 3.1.3.5.5 Hatch door hangers
- 3.1.3.5.6 Hatch door drives complete with interlock assembly.
- 3.1.3.5.7 Infrared detector.

3.1.3.6 Vendor shall provide Signal fixtures to include fireman service and ADA.

- 3.1.3.6.1 Car operating panel with ADA telephone installed by vendor.
- 3.1.3.6.2 Hall stations.
- 3.1.3.6.3 Digital car position indicator.
- 3.1.3.6.4 Car traveling lantern.
- 3.1.3.6.5 Emergency light.
- 3.1.3.6.6 Handicap features as follows:

- 3.1.3.6.6.1 Hall call buttons will be furnished new and centered forty-two (42) inches, maximum, above the finished floor level (FFL)
- 3.1.3.6.6.2 Car traveling lantern shall have an audible signal that sounds once for up and twice for down.
- 3.1.3.6.6.3 All elevator hoistway entrances will have raised floor designations provided on both jambs.
- 3.1.3.6.6.4 New car operating panel to include raised characters, Floor buttons no higher than fifty-four (54) inches, maximum, above the floor side approach and forty-eight (48) inches, maximum, for front approach. Emergency controls shall be grouped at the bottom of the panel and shall have their



center lines up at less than thirty-five (35) inches, maximum, above the floor.

**3.1.3.6.6.5** A car position indicator will be equipped with an audible gong that sounds as the car passes and stops at the floor.

**3.1.3.7** Vendor shall insure all finishes will be Bronze #8

**3.1.3.8** Vendor shall provide new governors and governor cable

**3.1.3.9** Vendor shall provide new car top inspection station and new car top railing.

**3.1.3.10** Vendor shall provide new egg crate dropped ceiling.

**3.1.3.11** Vendor shall provide new wiring from the controller to the car, hoistway, fixtures, and machine.

**3.1.3.12** Vendor shall inspect cab panels and tighten as needed and install new pad hooks in the cab and supply pads.

**3.1.3.13** Vendor shall insure that all Bronze #8 finish cab panels, hatch doors, hall doors, entrances, and hand rails will be refurbished.

**3.1.3.14** Vendor shall reuse the following equipment:

**3.1.3.14.1** Machine, cab, car sling and platform, safety counterweight, hoistway entrances, guide rails, and guide brackets.

**3.1.3.15** Vendor shall provide thoroughly clean all machinery, replace all fluids with new.

**3.1.3.16** Vendor shall thoroughly clean machine room.

**3.1.3.17** Vendor shall arrange for elevator inspection and Certificate of Operation at vendor's cost.

#### **4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by entering the cost of each item listed, giving a total cost, and signing the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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DCH13069 -ELEVATOR REPAIRS AND IMPROVEMENTS

PRICING PAGE  
Exhibit "A"

1. Labor and Materials to provide Repair and Renovation to Electric Traction Elevator; North Keyed, State # 45-712 per specification:

COST: \$: 105,667.00

2. Labor and Materials to provide Repair and Renovation to Electric Traction Elevator; South Keyed, State # 45-716 per specification:

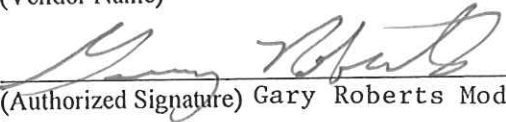
COST: \$: 105,667.00

3. Labor and Materials to provide Repair and Renovation to Electric Traction Elevator; Public Elevator, State # 75-1011 per specification:

COST: \$: 115,564.00

GRAND TOTAL PROJECT COST: \$ 326,898.00

ThyssenKrupp Elevator  
(Vendor Name)

  
(Authorized Signature) Gary Roberts Modernization Sales

May 23, 2013  
(Date)

304-342-0187 EXT 4126  
Phone

866-812-5542  
Fax

garyw.roberts@thyssenkrupp.com  
Email



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Gary Roberts, after being first duly sworn, depose and state as follows:

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

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

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

ThyssenKrupp Elevator  
(Company Name)

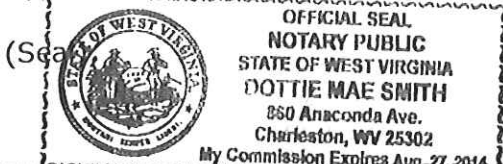
By: *Gary Roberts*  
Gary Roberts

Title: Modernization Sales

Date: May 22, 2013

Taken, subscribed and sworn to before me this 22 day of May 2013.

By Commission expires 08-27-2014



*Dottie Mae Smith*  
(Notary Public) Dottie Mae Smith

**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. DCH13069

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: ThyssenKrupp Elevator

Authorized Signature: *Gary Roberts* Date: 05-22-2013  
Gary Roberts

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of May, 2013.

My Commission expires 08-27-2014, 2014.

AFFIX SEAL HERE



NOTARY PUBLIC


*Dottie Mae Smith*  
Dottie Mae Smith  
Purchasing Affidavit (Revised 07/01/2012)

**CERTIFICATION AND SIGNATURE PAGE**

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

ThyssenKrupp Elevator

(Company)



(Authorized Signature)

Gary Roberts

Modernization Sales

(Representative Name, Title)

304-342-0187 EXT 4126      866-812-5542

(Phone Number)

(Fax Number)

May 22, 2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DCH13069

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1<br><br><input checked="" type="checkbox"/> Addendum No. 2<br><br><input type="checkbox"/> Addendum No. 3<br><br><input type="checkbox"/> Addendum No. 4<br><br><input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6<br><br><input type="checkbox"/> Addendum No. 7<br><br><input type="checkbox"/> Addendum No. 8<br><br><input type="checkbox"/> Addendum No. 9<br><br><input type="checkbox"/> Addendum No. 10 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
 ThyssenKrupp Elevator  
 Company

  
 \_\_\_\_\_  
 Gary Roberts Authorized Signature Modernization Sales

\_\_\_\_\_  
 May 22, 2013

Date

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



# ThyssenKrupp Elevator



Cultural Center  
011 - Bid

## AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall ThyssenKrupp Elevator be liable for indirect, special, liquidated, incidental, exemplary or consequential damages.

Amend so any documents not furnished hereunder shall not be binding upon Vendor until such time that Vendor is furnished with same and specifically accepts in writing.

### General Terms and Conditions

3 & 26. Amend so a schedule, and future changes thereto, shall be agreed to in writing by both parties before becoming effective. Amend so that Vendor shall automatically receive an extension of time commensurate with any delay not solely caused by Vendor.

8. Amend so the additional insured is defended and indemnified for claims arising from Vendor's acts, actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.

9. Delete.

12. Delete all references to liquidated damages.

17. Amend so upon execution of this Agreement, Owner shall furnish Vendor with forty percent (40%) of the contract value for pre-production and engineering costs. Amend so Owner agrees to increase progress payments to ninety five percent (95%) of contract value on or before Owner's acceptance of Vendor's work. Owner shall include in progress payments for materials stored at jobsite or in Vendor's possession. Amend so retainage shall be at five (5%). Final payment shall be made within thirty (30) days from Owner's final acceptance of Vendor's work.

30. Amend so that both parties reserve the right to litigate at any time.

35. Amend so that Guarantee/Warranty shall commence upon acceptance Vendor's work by Owner, and shall continue for a period of one (1) year, provided that a manufacturer approved preventative maintenance program is in effect during the Guarantee/Warranty period.

46. Amend so indemnity, defend and hold harmless is limited to Vendor's acts and actions and in no way to include the acts, actions, omissions, neglects or bare allegations of a party indemnified hereunder.

Additional Terms and Conditions (2): Amend so compliance is limited to the extent the policy does not conflict with Vendor's collective bargaining agreement, nor shall it cause Vendor to incur any additional costs.

State of West Virginia

ThyssenKrupp Elevator Corporation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Date: \_\_\_\_\_

Title/Date: \_\_\_\_\_

Handwritten signature of Joseph Kelly in black ink.

Joseph Kelly

Contract Analyst

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PART 1 - GENERAL

- 1.01 This proposal dated 5/23/13 covers the modernization of Three Traction passenger elevators in the WV Division of Culture & History. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the current edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes that are in effect on the date of this proposal.
- 1.03 **DRAWINGS:** ThyssenKrupp Elevator Corporation will prepare drawings showing the general arrangement of the elevator equipment. **Project drawings provided by ThyssenKrupp will be those required for applicable fixture and/or cab approval and elevator permit only.**
- 1.04 **PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid for by ThyssenKrupp Elevator Corporation.
- 1.05 **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistways, will be assigned to ThyssenKrupp Elevator Corporation without cost, for storage of his material and tools.
- 1.06 **WARRANTY:** ThyssenKrupp Elevator Corporation will warrant the equipment installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of each elevator covered by this specification.
- 1.07 **WIRING DIAGRAMS:** Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner.
- 1.08 **Keys:** Two (2) keys for each key switch specified will be furnished to the Owner.

PART 2 - DESCRIPTION OF EQUIPMENT:

QUANTITY:	THREE TRACTION PASSENGER ELEVATORS
OPERATION:	NEW MCE MICROPROCESSOR BASED CONTROLS
MOTOR CONTROL:	NEW VVVF MOTOR CONTROL
CAPACITY:	NORTH & SOUTH ELEVATORS 2500 LBS. GREAT HALL ELEVATOR 3000 LBS.
SPEED:	200 F.P.M.
CAR SIZE: PLATFORM:	REUSE EXISTING
CLEAR INSIDE:	REUSE EXISTING
TRAVEL:	28'-6" FT. APPROXIMATELY
POWER SUPPLY:	208V, 3 PH., 60 CYC.
MACHINE:	REUSING EXISTING HOIST MACHINE

HOIST MOTOR:	INSTALL NEW AC HOIST MOTOR
STOPS:	THREE STOPS
OPENINGS:	THREE FRONT OPENINGS
HOISTWAY ENTRANCES:	REUSE EXISTING HOISTWAY DOOR PANELS AND JAMBS.
DOOR OPERATION:	NEW CLOSED LOOP DOOR OPERATOR
CAR ENCLOSURE:	REUSE EXISTING. REFURBISH THE GREAT HALL CAB WALLS AND DOORS
SIGNALS:	NEW CAR OPERATING PANELS WITH ALL ADA, FIRE SERVICE AND CODE REQUIRED FEATURES. NEW SURFACE MOUNTED HALL STATIONS.

**PART 3 - MODERNIZATION EQUIPMENT FEATURES:**

- 3.01 **MACHINE: (Reuse)** The existing geared traction machines will be cleaned, checked, painted and reused. Gear case will be flushed, cleaned, and new oil provided. Drive sheaves will be cleaned and checked for proper traction. Brakes will be cleaned, worn parts replaced, lubricated and adjusted for proper operation. All work will be in accordance with original manufacturer's specifications. The existing DC motor will be replaced with a new AC motor.
- A. Drive: Variable Voltage Variable Frequency (VVVF) type.
1. Motor: Totally enclosed, non-ventilated AC motor with class F insulation. Motor armature will be dynamically balanced and supported by ball bearings of ample capacity.
  2. Control: Vector controlled pulse-width modulated AC drive. The variable voltage variable frequency drive will convert the AC power supply using a two step process to a variable voltage variable frequency power supply for use by the hoist motor. Speed control will be by means of vector control providing independent excitation and torque current. A digital velocity encoder will be mounted on the motor to give feedback to the controller on motor speed and position.
- 3.02 **HOIST CABLES:** The existing hoist cables will be reused.
- 3.03 **ROPE GRIPPER:** A rope gripper brake will be provided to comply with ASME A17.1-2000 SECTION 2.19. Ascending car over speed and unintended car movement protection.
- 3.04 **CAR PLATFORM:** Retain Existing
- 3.05 **CAR AND COUNTERWEIGHT ROLLER GUIDES:** Retain Existing
- 3.06 **CAR SAFETY:** Retain Existing.
- 3.07 **GOVERNOR:** A new centrifugal speed governor located over the hoistway. The governor will be designed to cut off power to the motor and apply the brake whenever the governor indicates the car has excessive speed. The governor will be designed with an elevator positioning encoder to track the precise location of the elevator in the hoistway and communicate this information to the ThyssenKrupp TAC 50M controls.
- 3.08 **VARIABLE FREQUENCY MOTOR CONTROL:** The elevator control system will provide the required electrical operation of the elevator including the automatic application of the brake, which will bring the car to rest upon failure of power. The control system will be a dual-loop feedback system based primarily on car position. The velocity profile will be calculated by the microprocessor control system producing extremely smooth and accurate stops. The velocity encoder will permit continuous comparison of machine speed to velocity profile and to actual car speed. This accurate position/velocity feedback will permit a fast and accurate control of acceleration and retardation. ThyssenKrupp Elevator Corporation will not be responsible for three phase electronic overloads if found to be incompatible with the new SCR drive systems.

- 3.09 MCE AUTOMATIC PUSHBUTTON OPERATION: The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload. Control of the elevator shall be automatic in operation by means of pushbuttons in the car numbered to correspond to floors served. For registering hall stops "up-down" pushbuttons will be provided at each intermediate landing and "call" pushbuttons at terminal landings. The momentary pressing of one or more buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the pushbuttons are pressed. When the car is traveling in the up direction, it shall have an up preference and shall stop at all floors for which car buttons or "up" hall pushbuttons have been pressed; it shall not stop at floors where "down" pushbuttons have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed; when the car is traveling in the down direction it shall not stop at floors where "up" pushbuttons have been pressed, unless the stop for that floor has been registered by a car pushbutton, or unless the up call is at the lowest floor for which any buttons have been pressed.
- 3.09.1 When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, travel will automatically reverse and it shall then answer the calls registered for that direction.
- 3.09.2 Should both up and down calls be registered at an intermediate floor, only the call corresponding to the direction in which the car is traveling shall be canceled upon the stopping of the car at the landing.
- 3.09.3 A car that is stopping for the last hall call in the preference direction, and that hall call is for the opposite direction with no onward car calls, shall reverse preference when the selector position advances to the landing at which the car has committed to a stop.
- 3.09.4 A car that is stopping for the last hall call in the preference direction, and that hall call is for the same direction, shall hold its preference until the door is almost closed. This allows time for a passenger to register an onward car call which will maintain the preference. If no car call is registered before the door is almost closed, the car will lose its preference and shall be available to accept calls in either direction.
- 3.09.5 All cars will be provided with a switch to remove them from the group operation where they will operate in response to car calls only.
- 3.09.6 Separate adjustable timing means will be provided to establish independent minimum passenger transfer times for car stops, hall stops, main lobby stops, and door reversal operations (short door time).
- 3.09.7 The position selector will be part of the microprocessor system. The car position in the hoistway will be digitized through a primary position encoder. The microprocessor control system will store the floor position and slowdown points in memory.
- 3.10 FIREMAN SERVICE AND OTHER STANDARD FEATURES: The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code (ANSI A17.1).
- 3.11 CAB ENCLOSURE:
1. Walls: Retain existing.
  2. Canopy: Retain existing.
  3. Ceiling: New suspended ceiling with baked enamel frame.
  4. Cab Columns, Front, and Transom: Retain existing
  5. Doors: Retain existing.
  6. Door Finish: Retain existing.
  7. Cab Sills: Retain existing.
  8. Handrail: Retain existing.
  9. Ventilation: Retain existing.
  10. Protection Pads and Buttons: One set per car
  11. Base: Retain existing

## **WV Division of Culture & History**

Charleston, WV

## **3 Traction Passenger Elevators**

### **ELEVATOR MODERNIZATION**

ESP (Emergency or Standby Power) / EPW (Emergency Power Warning) must precede the transfer of Emergency Power to Normal Power by a span of time (a minimum of 20 seconds) adequate to allow the elevator(s) to stop at the next available floor and shut down its (their) driving equipment (Pump Motor, MG, VVVF or SCR Drive). If this is not allowed to happen, severe damage to electrical switch gear and equipment can result due to unpredictable electrical loading. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller.

Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All Existing equipment removed by company shall become the exclusive property of company.

Should the existing machines need to be refurbished to accommodate the VVVF motor control, the work on the motors would be considered an extra to the contract amount

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.



PART 8 - SPECIAL CONDITIONS:

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. A dry and protected area, conveniently located will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two weeks, we are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
6. Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
7. We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any causes beyond our control, and in no event shall we be liable for consequential damages.
8. Should loss of or damage to our materials, tools or work occur at the erection site, you shall compensate us therefor, unless such loss or damage results from our own acts or omissions.
9. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
10. **Project drawings provided by ThyssenKrupp will be those required for applicable fixture and/or cab approval and elevator permit only.**
11. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment.
12. In the event an attorney is engaged to enforce, construe or defend any of the terms and conditions of this agreement or to collect any payment due hereunder, either with or without suit, the Purchaser agrees to pay all attorney's fees and costs incurred by ThyssenKrupp Elevator company. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the county where the subject matter of this agreement is located.
13. Amend so that the schedule shall be per the durations spelled out in the attached schedule prepared by ThyssenKrupp Elevator. Material fabrication will not begin until the signed contract and approved submittals have been returned to ThyssenKrupp Elevator.



PART 9 - TERMS AND CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

**PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

**TEMPORARY SERVICE:** Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and Service Agreement (at an agreed to daily charge) and be bound by the terms and conditions thereof. A copy of this form will be furnished upon request.

**ACCEPTANCE OF INSTALLATION:** Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

**WARRANTY:** We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

**TITLE AND OWNERSHIP:** We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

## WV Division of Culture & History

Charleston, WV

THYSSENKRUPP ELEVATOR CORPORATION complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. THYSSENKRUPP ELEVATOR CORPORATION supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

## 3 Traction Passenger Elevators ELEVATOR MODERNIZATION

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, acts of God, terrorism, or any other causes beyond its control, and in no event shall ThyssenKrupp Elevator be liable for consequential damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

THYSSENKRUPP ELEVATOR CORPORATION shall not be held responsible nor shall it be held liable under the terms of this contract and Purchaser expressly releases, discharges and acquits THYSSENKRUPP ELEVATOR CORPORATION and Purchaser expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against THYSSENKRUPP ELEVATOR CORPORATION. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

For consideration of service provided hereunder, the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless THYSSENKRUPP ELEVATOR CORPORATION from and against any and all liability, costs, expenses, judgement awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on THYSSENKRUPP ELEVATOR CORPORATION as a result of any and all such claims or actions against THYSSENKRUPP ELEVATOR CORPORATION, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, its officers, agents or employees or any other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to *\$5,000,000.00*.

Purchaser expressly agrees to name THYSSENKRUPP ELEVATOR CORPORATION as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

Purchaser's acceptance of this agreement and its approval by an executive officer of THYSSENKRUPP ELEVATOR CORPORATION will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ThyssenKrupp Elevator Corporation  
of Kennesaw GA, as Principal, and Federal Insurance Company  
of Warren NJ, a corporation organized and existing under the laws of the State of IN  
with its principal office in the City of Warren, NJ, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$5% of amount 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  
Complete modernization of Three(3) Traction Passenger Elevators

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 Oblige 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  
23rd day of May, 2013.



Surety Corporate Seal

ThyssenKrupp Elevator Corporation  
(Name of Principal)

By: [Signature]  
(Must be President or Vice President)

VP Risk Management  
(Title)

Federal Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact, Kimberly Bragg

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 23<sup>rd</sup> day of May, 2013, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

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



\_\_\_\_\_  
Notary Public, Ila Delman







**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

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

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

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

**Kimberly Bragg**

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

Surety Bond Number : Bid Bond  
Obligee : West Virginia Division of Culture & History

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

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

Dawn M. Chloros  
Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo  
Richard A. Ciullo, Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this **1st** day of **March 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By- Laws and In deponent's presence.

Notarial Seal



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

Wendie Walsh  
Notary

Public

**CERTIFICATION**

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this **23rd** day of **May, 2013** .



Dawn M. Chloros  
Dawn M. Chloros, Assistant Secretary

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