



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 93827

Doc Description: OPEN END CONTRACT FOR Elevator MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-27	2015-05-27 13:30:00	CRFQ 0506 HHR1500000005	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**Vendor Name, Address and Telephone Number:**

ThyssenKrupp Elevator  
 901 Morris Street  
 Charleston, WV 25301  
 304-342-0187 ext. 4129

The accompanying Amendment No. 1 shall be  
 made part of this agreement. *ELJ* 5-26-15

05/27/15 09:15:41  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Robert Kilpatrick  
 (304) 558-0067  
 robert.p.kilpatrick@wv.gov

Signature X

*Edith Hunt*

FEIN # 62-1211267

DATE 5-26-15

All offers subject to all terms and conditions contained in this solicitation

BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115		HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Corrective Maintenance - Flat Hourly Rate	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
Corrective Maintenance - Flat Hourly Rate.

BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115		HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Percentage Markup for Parts	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
See Specifications Section 5.2

Total of \$10,000 in estimated parts times markup multiplier of 1.XX where XX equals the percentage vendor will markup applicable parts.

BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115		HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Elevator Maintenance Monthly Cost Elevator 1 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Elevator Maintenance Monthly Cost - Elevator 1 Dover/Otis BJ9967 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Elevator Maintenance Monthly Cost Elevator 2 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost - Elevator 2 Dover/Otis BJ9968 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Elevator Maintenance Monthly Cost Elevator 3 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost Elevator 3 Dover/Otis BJ9969 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Elevator Maintenance Monthly Cost Elevator 4 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost Elevator 4 Otis/Otis 1025687350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Elevator Maintenance Monthly Cost Elevator 1 - 500 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Montly cost Elevator 1 Dover/Dover EK3944 - 500 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Elevator Maintenance Monthly Cost Elevator 2 - 500 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost Elevator 2 Dover/Dover EK3074 - 500 Capitol Street

INVOICE TO:	SHIP TO:
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Elevator Maintenance Monthly Cost Elevator 1 - 619 Virg.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Elevator Maintenance Monthly Cost Elevator 1 ThyssenKrupp/ThyssenKrupp EU3333 - 619 Virginia St. West.

HHR1500000005	<b>Document Phase</b> Draft	<b>Document Description</b> OPEN END CONTRACT FOR Elevator MAINTENANCE	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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:

WVDHHR/Administration/Operational Services  
One Dave Square, CR. 104  
Charleston, WV 25301

Time: 1:00PM EST

DATE: Tuesday, May 5, 2015

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 7, 2015 by 3:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:** WVDHHR Elevator Maintenance Services  
**BUYER:** Robert P Kilpatrick, File 22  
**SOLICITATION NO.:** CRFQ 0511 HHR1500000005  
**BID OPENING DATE:** May 27, 2015  
**BID OPENING TIME:** 1:30pm EST  
**FAX NUMBER:** 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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:** (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Wednesday, May 27, 2015 at 1:30pm EST

Bid Opening Date and Time:  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" 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 contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 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 Upon Award and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 100% of contract value. The performance bond must be 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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.

NEIEP Certification (or equal) for elevator mechanics intended to be used to

execute the vendor's responsibilities under the Contract.

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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of N/A

for N/A

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.



- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. 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 under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

**29. 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>.

**30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

**31. 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**34. 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.

**35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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).

**41. 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.

**42. 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:
- c. 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

- d. 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.

**43. 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 Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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



public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:


- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

ThyssenKrupp Elevator  
(Company)

 Eric Hackney, Account Representative  
(Authorized Signature) (Representative Name, Title)

304-342-0187 ext. 4129 5-26-15  
(Phone Number) (Fax Number) (Date)

**THYSSENKRUPP ELEVATOR  
901 MORRIS STREET  
CHARLESTON, WV 25301**

REQUEST FOR QUOTATION  
CRFQ 0506 HHR150000005 Elevator Maintenance

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/Administration/Operational Service located at 1 Davis Square, Charleston, WV 25301 to establish an open-end contract for monthly and as-needed elevator maintenance services in three (3) of the Agency's Charleston, WV, facilities.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Services"** means the preventive and corrective elevator maintenance services as more fully described in these specifications.
  
  - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Attachment A, upon which Vendor should list its proposed price for the Contract Services (see extensive instructions in Section 5.2)
  
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
  - 3.1 Five (5) years' experience installing and/or maintaining equipment of similar manufacturer and type as listed in Attachment B of this RFQ. Bidders should provide documentation to demonstrate that they meet this requirement with their bid, but it is required prior to award. Documentation may include, but is not limited to: copies of contracts, references which can verify the adequate numbers of years, ANSI Accreditations, etc.
  
  - 3.2 The Contractor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), or equal, for all elevator mechanics directly employed and supervised by the Contractor. The Contractor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract. Copies of certifications for mechanics intended to be used to fulfill the Contractor's responsibilities under this Contract should be provided with the bid, but must be provided prior to award.

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**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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

**4.1.1.1** Within Five (5) business day of award of Contract, Contractor must provide a monthly schedule of all planned Full Service Maintenance visits. Contractor shall make routine examinations and maintenance at least once a month for each elevator.

**4.1.1.2** Contractor must maintain Machine Rooms: Controllers and Hoist motors shall be kept clean of dirt, dust, and oil; seals shall be changed as needed to prevent leakage; generators shall be kept clean of dirt, dust, and oil; brushes shall be changed on an as needed basis to prevent commutator damages; gear cases and lubricators shall be refilled as needed; oil reservoirs shall be kept properly sealed to prevent leakage; machine room floors shall be swept clean by the Contractor each time upon exit.

**4.1.1.3** Contractor must clean all hoistways annually: hoistway doors, tracks, hangers, guide shoes or rollers and relating cables shall be changed as needed. Contractor must lubricate guide rails except for roller guide installations. Contractor shall lubricate all overhead sheaves bi-annually. Contractor shall clean all pits as needed. Contractor shall properly clean and lubricate all compensating sheaves, cables, chains, and bearings. Contractor shall clean all car tops bi-annually.

**4.1.1.4** Contractor must empty pit drip buckets in hydraulic elevator(s) to prevent overflow; if a 5-gallon bucket fills in 30 days, the Contractor shall change the packing. Contractor shall keep the drip pans under the hydraulic controller pump clean of oil.

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- 4.1.1.5** Contractor must maintain the efficient car speed for each elevator as designated by the manufacturer. This must include acceleration, retardation, contract speed in feet per second, with or without full load, and floor-to-floor.
- 4.1.1.6** Contractor must maintain all door opening and closing speed and thrust.
- 4.1.1.7** Contractor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must include emergency lights, alarms, telephones, fire recall and emergency recall.
- 4.1.1.8** Contractor must examine all suspension ropes, compensating ropes and governor lines and change as needed per code. Contractor must replace or make corrections to any parts or equipment listed below due to age, normal wear and tear, frequent mechanical breakdowns, or for any safety reasons:
- Hoisting machines and machine brakes.
  - Motor generators or solid state motor drives, starters.
  - Transformers, filters.
  - Control, selector, dispatch, signal and relay panels.
  - Hoisting motors, selector motors and drives.
  - Tension frames, magnet frames.
  - Worms, gears, bearings, thrusts and rotating elements.
  - Brakes, coils, linings, shoes and pins.
  - Brushes, commutators, windings and coils.
  - Contacts, relays, resistors, and transistors.
  - Solid state panels, boards and control devices.
  - Computers, PLC's, video monitors.
  - PLC's software of hardware.
  - Hydraulic power units, pumps and valves.
  - Hydraulic fluid, fluid reservoirs, heater for oil reservoirs.
  - Operating valves, manual and automatic.
  - Pistons and their packing.
  - Mufflers and silencers.
  - Pipe and pipe fittings located above ground.
  - Control wiring, electric wiring, fuses.
  - Guide shoes and rollers.
  - Control cables, wire ropes and cables.
  - Hoisting and governor cables and their fastenings.
  - Drive, governor, deflector, and compensating devices.
  - Car and overweight safeties.
  - Overspeed governors, buffers, and their contacts.
  - Limit, landing, leveling and slow down switches, emergency lowering devices.
  - Anti-Creep devices.

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Operating buttons and switches including key type.  
Hatch door interlocks, gate and door controls.  
Door and gate operating equipment, grates.  
Door protective devices.  
Load weighting and dispatching devices.  
Compensating cables or chains.  
Position and speed encoders.  
Indicator lamps and indicator LED's.  
Car Station telephones.  
Batteries for any and all equipment.  
Remote monitoring devices.  
Cylinders and casings.  
Hoistway gates, door, frames and seals, enclosures.  
Emergency car lights.  
Cover plates for signals, signal bells, and signal systems.  
Communication systems (intercoms), telephone cables.  
Main line power switches, breakers and feeders to  
elevator control equipment, and any other mechanical  
features of the elevators.

Contractor shall also be required to maintain:

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

Contractor shall also correct all other deficiencies (except those expressly excluded below) when discovered or reported by the Agency. The contractor shall take any action necessary to correct these deficiencies in two (2) working days and will report to the Agency when the items have been corrected.

**Excluded** shall be: Carpets and applied floor coverings, wall board and panel, underground piping for hydraulic elevators and any enhancements to existing equipment or new installations not required to keep the car in operation.

**Also Excluded** shall be: maintenance or adjustments required due to vandalism or misuse. Maintenance or adjustments required due to vandalism or misuse would be considered Open End Service and must be approved by the Agency per Section 4.1.4.

**For the purpose of clarification, any item not specifically excluded above shall be the Contractor's responsibility under the scope of the Full Service Maintenance.**

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CRFQ 0506 HHR150000005 Elevator Maintenance

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**4.1.2 Call-back Service:** The contractor shall provide Call-back service 24 hours per day, 365 days per year for all locations listed in Attachment B. Call-back service shall be covered under the **flat monthly rate** as agreed upon herein. This shall be required of the Contractor whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends or holidays (Working schedule and observed holidays may be viewed in Section 4.1.6) Work may be suspended for such time as required to obtain needed parts with approval or instruction by the Agency.

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

**4.1.2.2** Contractor must complete any corrections needed as requested by the Agency under Call-back Service that fall out of the Full Service Maintenance. Contractor shall invoice separately (ie, separate of the monthly invoice for flat monthly rate) based on flat hourly labor rate, and percentage markup on parts and materials.

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

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

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

**4.1.3.3** Contractor will be required to perform all safety tests for all certified third party inspectors. The Agency will be responsible for all costs for third party inspectors' and payment to the Division of Labor for all certification fees.

**4.1.3.4** Contractor will be required for re-programming of elevator telephones which shall be included in the Full Service Maintenance.



**REQUEST FOR QUOTATION  
CRFQ 0506 HHR1500000005 Elevator Maintenance**

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**4.1.4 Open-End Service:** The Contractor shall also provide Open-End Service on an on-call basis. On-site response time for service calls placed shall be guaranteed within 24 hours of telephone notification or as scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency. The Agency shall define each scope of work to be performed under each Delivery Order for Open-End Services. Prior to beginning any work, the Contractor will be required to provide a cost estimate detailing the intended scope of work itemized by labor and parts rates bid for this Contract, from which Agency will generate a Delivery Order to cover the Contractor's performing the on-call work. All Open-End Services shall be billed to the Agency at the Flat Hourly Rate as agreed upon herein regardless of the date and time such services are performed. No individual Open-End Service request will be issued by the Agency under any circumstances if the job's total cost will exceed \$25,000.00.

**4.1.5 Parts:** The Contractor shall provide and install all parts, components, and materials to keep equipment operating in accordance with manufacturer's specifications. The contractor shall provide all tools, and accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items shall include, but not be limited to, grease, cleaning supplies and rags. Third-party service required to repair parts or components (eg, motor rewinding, etc) can be charged as other parts, using the third-party vendor invoice total as the parts cost and marking it up the agreed upon rate. Agency must pre-approve any parts charges.

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

**4.1.5.2** Contractor must provide parts, components and materials used for Full Service Maintenance and Call-back Services, the cost of which shall be included in the Flat Monthly Rate as agreed upon herein. Contractor shall provide parts, components and materials used for all Open End Service requests, and these may be charged to the Agency at the mark up agreed upon herein. Contractor shall furnish a twelve (12) month warranty on parts, or the minimum manufacturers' warranty whichever is longer.

**4.1.5.3** Contractor will be responsible for all freight charges incurred as a result of the purchase of replacement parts under

REQUEST FOR QUOTATION  
CRFQ 0506 HHR150000005 Elevator Maintenance

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this Contract. No markup shall be permitted for expedited delivery.

**4.1.6 Permitted Working Hours:** Under normal circumstances, excluding entrapments, Contractor shall perform all Full Service and Open-End Services during normal business hours (Monday through Friday 8:00am to 5:00pm EST, excluding holidays.) The holidays to be excluded are New Years' Day, MLK Day, President's Day, Memorial Day, WV Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day and New Years' Eve. Hours of work performed outside normal business hours shall be approved by the Agency with written notification.

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

**4.1.8 Deductions:** Should any elevator covered by this contract be permanently removed from service, the Contractor shall reduce the Total Monthly Charge by the Monthly Cost in effect at the time of the removal from service for each elevator so removed. In this case the Agency will notify the contractor in writing and will remove the elevator from coverage the first day of the next month.

**4.1.9 Labor Warranty:** The contractor shall furnish a warranty of 12 months for all labor performed under this Contract.

## 5. CONTRACT AWARD:

**5.1 Contract Award:** The contract is intended to provide Agency with a purchase price for Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall Total Bid as shown on the Pricing Pages (Item D, the total of Items A, B & C on Attachment A; or, the Total Bid in WVOasis).

**5.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing all cost information and completing contact information on Attachment A within this Request for Quotations. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**REQUEST FOR QUOTATION  
CRFQ 0506 HHR1500000005 Elevator Maintenance**

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**FLAT MONTHLY RATE**

Bidders should provide a Monthly Cost for each Elevator, to include all associated costs to provide Full Service Maintenance, Call-back Service and Safety Checks and Test. The bid Monthly Cost should be multiplied times 12 to calculate the Yearly Cost for each elevator. If responding in WVOasis, Bidders should provide the Monthly Cost for each Elevator as the Unit Price for each of Commodity Lines 3 through 9. The calculation of Unit Price times Quantity (12) (ie, to calculate Yearly Cost) occurs automatically if responding in WVOasis. The Total of all (7) Monthly Costs shall become the FLAT MONTHLY RATE. Bidders should total all (7) Yearly Costs to calculate the Total Yearly Charge (Item A on Attachment A) (Note: there is no place for this total if responding electronically in WVOasis).

**FLAT HOURLY RATE**

Bidders should provide a single Flat Hourly Rate to cover applicable services. The Quantity of 50 hours is provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate charges. Bidders should multiply their bid Flat Hourly Rate times the Quantity of 50 to calculate the Total for Item C on the Attachment A Pricing Page. Or, if responding electronically in WVOasis, bidders should enter their Flat Hourly Rate as the Unit Price for Commodity Line 1; the calculation of Flat Hourly Rate times Quantity will occur automatically.

**PARTS MARKUP**

Bidders should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. If responding on paper using the Attachment A Pricing Page, bidders should provide the markup in terms or percentage, then convert the percentage to a decimal multiplier, as per the following example:

Example Markup bid = 15% Place decimal point in front of percentage digits to add to 1. Example multiplier would be 1.15. Bidders should then multiply the multiplier times the provided estimated Cost for parts of \$10,000.00, to arrive at the Total for Item B. The \$10,000.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied. Agency must pre-approve any parts charges.

Or, if responding electronically in WVOasis, bidders should provide as the Unit Price for Commodity Line 2, the full amount of \$10,000.00 times their parts multiplier (eg, \$10,000.00 times the 1.15 from the example above, or \$11,500.00)(Item B from Attachment A). If possible, bidders responding electronically in WVOasis should use the Comments section of the Commodity Line to clearly indicate their markup percentage in terms of a percentage (eg, 15%).

**CONTACT INFORMATION**

The Attachment A Pricing Page includes fields for the bidders to include specific contact information for the Agency to use during the life of the Contract. Though not required to be submitted with the bid, the Vendor will be required to complete the document by providing all of the information listed thereon prior to award.

REQUEST FOR QUOTATION  
CRFQ 0506 HHR150000005 Elevator Maintenance

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If responding on paper, bidders should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. Though included as an attachment to the solicitation in WVOasis, an electronic copy of the Attachment A Pricing Page can also be obtained by contacting the Buyer, Robert Kilpatrick, by email at Robert.p.kilpatrick@wv.gov.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay all invoices in arrears for services as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Invoices must include copies of all service orders or inspection reports indicating hours worked and work performed on each elevator, signed and dated by an Agency representative. Copy of suppliers' price list for invoice for each part or material must be provided and list the Contractor's cost for the part (s), the markup applied, and the total charge being requested. Also must be accompanied by the Contractor's invoice from third party vendors showing that the markup doesn't exceed the quoted price. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
  - 10.1 The following shall be considered a vendor default under this Contract.

REQUEST FOR QUOTATION  
CRFQ 0506 HHR150000005 Elevator Maintenance

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10.1.1 Failure to perform Contract Services in accordance with requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Cancellation of the Contract.

10.2.2 Cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1 **No Substitutions:** Vendor shall supply only Contract Services submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

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

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

**THYSSENKRUPP ELEVATOR  
901 MORRIS STREET  
CHARLESTON, WV 25301**

**CRFQ 0506 HHR1500000005: ATTACHMENT A: PRICING PAGE**

<u>Location Name</u>	<u>Capacity</u>	<u>Type</u>	<u>Landings</u>	<u>Monthly Cost</u>	<u>Quantity</u>	<u>Yearly Cost</u>
<b>Diamond Bldg, 350 Capitol Street</b>						
Elevator #1	2500	Traction	8	\$ <u>225.00</u>	12	\$ <u>2,700.00</u>
Elevator #2	2500	Traction	8	\$ <u>225.00</u>	12	\$ <u>2,700.00</u>
Elevator #3	5000	Traction	9	\$ <u>225.00</u>	12	\$ <u>2,700.00</u>
Freight Elevator	4000	Traction	4	\$ <u>240.00</u>	12	\$ <u>2,880.00</u>
 <b>Parking Garage, 500 Capitol Street</b>						
Elevator #1	2500	Hydraulic	8	\$ <u>185.00</u>	12	\$ <u>2,220.00</u>
Elevator #2	2500	Hydraulic	8	\$ <u>185.00</u>	12	\$ <u>2,220.00</u>
 <b>OCME, 619 Virginia Street West</b>						
Elevator #1	2000	Hydraulic	2	\$ <u>148.00</u>	12	\$ <u>1,776.00</u>
<b>FLAT MONTHLY RATE (Total all Monthly Costs from Above) =</b>				\$ <u>1,433.00</u>		
<b>Total Yearly Charge (Total all Yearly Costs from Above) =</b>						\$ <u>17,196.00</u>
Cost for Parts	\$10,000.00	x Markup multiplier of		<u>5%</u>	= \$ <u>10,500.00</u>	
Markup Multiplier is percentage of <u>1.05</u>		Converted to Multiplier per PARTS MARKUP (See 5.2 of Specifications)				
Flat Hourly Rate	\$ <u>185.00</u>	x 50 Hours (Estimated)		= \$ <u>9,250.00</u> C		
<b>TOTAL BID (Add A + B + C to calculate D)</b>						\$ <u>36,946.00</u>

**CONTACT INFORMATION**

**Company Name:** ThyssenKrupp Elevator  
**Company Address:** 901 Morris Street  
Charleston, WV 25301  
**Contact Name:** Eric Hackney  
**Contact Phone Number:** 304-342-0187 ext. 4129  
**Contact Fax Number:** 866-812-5542  
**Contact Email Address:** eric.hackney@thyssenkrupp.com  
**24-Hour Phone Number for Callback Services:** 304-342-8115  
**Fax/Email for Delivery Order Receipt** 866-812-5542 eric.hackney@thyssenkrupp.com

**THYSSENKRUPP ELEVATOR**  
**901 MORRIS STREET**  
**CHARLESTON, WV 25301**

## CRFQ 0506 HHR1500000005: Attachment B: Equipment Listing

LocationName	SerialNo.	Capacity	Make (Manufacture/ Hoist)	Location	Type	Land	Date Renovated	Last Full Load Test	Last No Load Test	State Inspection
350 Capitol Street, Elevator #1	BJ9967	2,500	Dover/Otis	Diamond	Traction	8	1999	Feb 2014	Mar 2015	Mar 2015
350 Capitol Street, Elevator #2	BJ9968	2,500	Dover/Otis	Diamond	Traction	8	1999	Feb 2014	Mar 2015	Mar 2015
350 Capitol Street, Elevator #3	BJ9969	5,000	Dover/Otis	Diamond	Traction	9	1999	Feb 2014	Mar 2015	Mar 2015
350 Capitol Street, Elevator #4	1025687	4,000	Otis/Otis	Diamond	Traction	4	1960	Feb 2012	Mar 2015	Mar 2015
500 Capitol Street, Elevator #1	EK3944	2,500	Dover/Dover	Garage	Hydraulic	8	1999 (New)	-----	Feb 2015	Feb 2015
500 Capitol Street, Elevator #2	EK3074	2,500	Dover/Dover	Garage	Hydraulic	8	1999 (New)	-----	Feb 2015	Feb 2015
619 Virginia Street West, Elevator #1	EU53333	2,000	ThyssenKrupp/ ThyseenKrupp	OCME	Hydraulic	2	2005	-----	Feb 2015	Feb 2015

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: *E. H. [Signature]* Date: 5-26-15

State of West Virginia

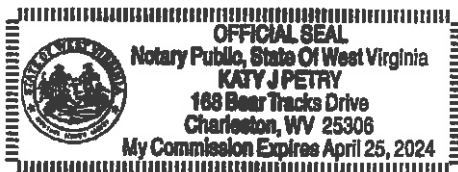
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of May, 20 15.

My Commission expires April 25, 20 24.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Katy J. Petry*  
*Purchasing Affidavit (Revised 07/01/2012)*







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

STATE OF WEST VIRGINIA,

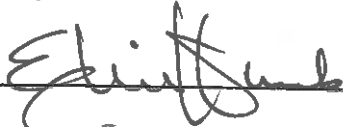
COUNTY OF Kanawha, TO-WIT:

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

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


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


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

By: Eric Hackney   
 Title: Account Representative  
 Company Name: ThyssenKrupp Elevator  
 Date: 5-26-15

Taken, subscribed and sworn to before me this 26 day of May, 2015.

By Commission expires April 25, 2024

(Seal)  OFFICIAL SEAL  
 Notary Public, State Of West Virginia  
 KATY JPETRY  
 168 Bear Tracks Drive  
 Charleston, WV 25306  
 My Commission Expires April 25, 2024

  
 (Notary Public)

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

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

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

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

**Vendor Contact Information:**

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

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

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**Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification  
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 93827

Doc Description: ADDENDUM 1: OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-12	2015-05-27 13:30:00	CRFQ 0506 HHR1500000005	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

ThyssenKrupp Elevator  
 901 Morris Street  
 Charleston, WV 25301  
 304-342-0187

**FOR INFORMATION CONTACT THE BUYER**

Robert Kilpatrick  
 (304) 558-0067  
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 62-1211267

DATE 5-26-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Corrective Maintenance - Flat Hourly Rate	50.00000	HR		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
Corrective Maintenance - Flat Hourly Rate.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Percentage Markup for Parts	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
See Specifications Section 5.2

Total of \$10,000 in estimated parts times markup multiplier of 1.XX where XX equals the percentage vendor will markup applicable parts.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Elevator Maintenance Monthly Cost Elevator 1 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Elevator Maintenance Monthly Cost - Elevator 1 Dover/Otis BJ9967 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS		OPERATIONS DIAMOND PROJECT	
ONE DAVIS SQUARE, RM 115		350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Elevator Maintenance Monthly Cost Elevator 2 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost - Elevator 2 Dover/Otis BJ9968 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS		OPERATIONS DIAMOND PROJECT	
ONE DAVIS SQUARE, RM 115		350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Elevator Maintenance Monthly Cost Elevator 3 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Preventative Maintenance Monthly Cost Elevator 3 Dover/Otis BJ9969 - 350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Elevator Maintenance Monthly Cost Elevator 4 - 350 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
Preventative Maintenance Monthly Cost Elevator 4 Otis/Otis 1025687350 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Elevator Maintenance Monthly Cost Elevator 1 - 500 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**  
Preventative Maintenance Montly cost Elevator 1 Dover/Dover EK3944 - 500 Capitol Street

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS DIAMOND PROJECT 350 CAPITOL ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Elevator Maintenance Monthly Cost Elevator 2 - 500 Cap.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Peventative Maintenance Monthly Cost Elevator 2 Dover/Dover EK3074 - 500 Capitol Street

INVOICE TO:		SHIP TO:	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS		OPERATIONS DIAMOND PROJECT	
ONE DAVIS SQUARE, RM 115		350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Elevator Maintenance Monthly Cost Elevator 1 - 619 Virg.	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72101506			

**Extended Description :**

Elevator Maintenance Monthly Cost Elevator 1 ThyssenKrupp/ThyssenKrupp EU3333 - 619 Virginia St. West.



HHR1500000005	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM 1: OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE	<b>Page 6</b> <b>of 6</b>
---------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ 0506 HHR1500000005  
**Addendum Number:** 1

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum #1 issued to provide copy of Mandatory Pre-Bid Meeting Sign-In Sheet

Bid Opening Date and Time remains May 27, 2015 at 1:30pm EST.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**SIGN IN SHEET**

**Request for Proposal No.**

PLEASE PRINT

Date: 5/5/15

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Kone Elevator</u> Rep: <u>Lisa Miller</u> Email Address: <u>matt.eisnnicher@kone.com</u>	<u>Matt Eisnnicher</u> <u>735 Cross Pointe Rd Suite G</u> <u>Gahanna, OH 43230</u>	PHONE <u>614-207-6258</u> TOLL FREE FAX <u>614-866-3240</u>
Company: <u>WEST VIRGINIA ELEVATOR</u> Rep: <u>CHRIS BRADLEY</u> Email Address: <u>CHRISBRADLEY@WVELEVATOR.COM</u>	<u>PO Box 57</u> <u>AMMA, WV 25005</u>	PHONE <u>304-382-3616</u> TOLL FREE FAX <u>304-381-4444</u>
Company: <u>THYSSENKRUPP ELEVATOR</u> Rep: <u>ERIC HACKNEY</u> Email Address: <u>eric.hackney@thyssenkrupp.com</u>	<u>901 MORRIS STREET</u> <u>CHARLSTON, WV 25301</u>	PHONE <u>304-342-0187 ext.4129</u> TOLL FREE FAX <u>866-812-5542</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____

**West Virginia Elevator, LLC.**

**Chris Bradley**

*WV Elevator Mechanic #215*

P.O. Box 57

Amma, WV 25005

Phone: (304) 881-1383

Cell: (304) 382-3616

Fax: (304) 381-4444

Email: [chrisbradley@wvelevator.com](mailto:chrisbradley@wvelevator.com)

Website: [www.wvelevator.com](http://www.wvelevator.com)



**Eric Hackney**

**ThyssenKrupp Elevator Americas**

901 Morris Street, Charleston, WV 25301

Direct Telephone: (304) 342-0187 Ext. 4129, Fax: (866) 812-5542

Cell: (304) 552-8798

E-mail: [eric.hackney@thyssenkrupp.com](mailto:eric.hackney@thyssenkrupp.com)

Internet: [www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HHR150000005**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

**THYSSENKRUPP ELEVATOR**  
901 MORRIS STREET  
CHARLESTON, WV 25301

ThyssenKrupp Elevator

Company



Authorized Signature

5-26-2015

Date

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

Re: WVDHHR (MAINTENANCE BID)

Amendment No.1

This Amendment No.1 shall be made a part of this bid and any subsequent Agreement entered into by the parties pursuant to an award hereof, 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 Vendor be liable for indirect, special, liquidated, incidental, exemplary or consequential damages.

Any documents referenced in this agreement or in a future change order shall not be binding upon Vendor until such time that Vendor is furnished with same and specifically accepts in writing.

**REQUEST FOR QUOTATION**

**GENERAL TERMS AND CONDITIONS**

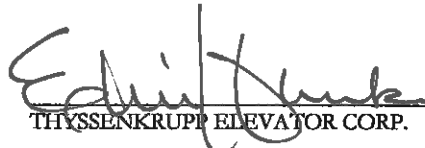
**8. INSURANCE:** Amend so any additional insurance requirements shall be mutually agreed upon in writing before becoming effective. Amend so, if applicable, any additional insured party shall be defended and indemnified for claims arising from Vendor's acts, actions, omissions or neglects; but shall not be defended or indemnified for the additional insured's own acts, actions, omissions, neglects or bare allegations.

**16. CANCELLATION:** Amend so only in the event of nonperformance on behalf of Vendor, Owner may terminate this Agreement with thirty (30) day written notice, provided, however, Vendor is afforded thirty (30) days to remedy any alleged nonperformance. Vendor must be notified in writing of specific nonperformance.

**36. INDEMNIFICATION:** 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. Amend so in no event shall Vendor be liable for indirect, special, liquidated, incidental, exemplary or consequential damages.

\_\_\_\_\_  
WEST VIRGINIA DEPARTMENT OF  
HEALTH AND HUMAN RESOURCES

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
THYSSENKRUPP ELEVATOR CORP.  
5.24.15  
\_\_\_\_\_  
DATE


**THYSSENKRUPP ELEVATOR  
901 MORRIS STREET  
CHARLESTON, WV 25301**

## Health and Human Resources Elevator Maintenance RFQ # HHR1500000005

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

- Laidley Tower
  - Real Estate Resources
  - University of Charleston
  - Cabell County Schools
  - Thomas Memorial Hospital
  - State of WV Department of DHHR (former Diamond Dept. Store & Parking Garage)
  - Chase Tower
- 
- ThyssenKrupp's service office is located at:  
901 Morris Street  
Charleston, WV 25301  
Telephone: (304) 342-8115 Fax: 866-812-5542
- 
- ThyssenKrupp Elevator Company (formerly Dover Elevator Company) has maintained an office in the Charleston, WV area for over 50 years. ThyssenKrupp employs five (5) trained technicians and two (2) repair teams (consisting of one mechanic and one helper with a repair truck) in the Charleston office. ThyssenKrupp Elevator (formerly Dover Elevator Co.) has been in the Charleston, WV area for over 50 years and currently maintains over 1,500 units (on a local basis) including Dover, ThyssenKrupp and other manufacturers' equipment. ThyssenKrupp has maintained the elevators at the DHHR building and the Parking Garage since 2003. 3 of the 4 elevators located at the DHHR are Dover/ThyssenKrupp's brand equipment. Both elevators at the Parking Garage are Dover/ThyssenKrupp's brand equipment and the elevator at the State Medical Examiners Office is a ThyssenKrupp elevator.
  - Each mechanic operates from a fully equipped service vehicle
  - Branch Office/warehouse in Charleston with over \$100K in spare parts
  - Award winning Safety program that makes employee & customer safety Priority 1
  - On-call mechanics available 24 hours a day, 7 days a week
  - Engineers on call 24/7 dedicated to on-the-spot troubleshooting

Dated: May 26, 2015

  
Eric Hackney





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
09/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606	<b>CONTACT NAME:</b> Willis of Illinois, Inc. <b>PHONE (A/C No. Ext):</b> 312-288-7499 <b>FAX (A/C No. Ext):</b> 312-621-6866 <b>E-MAIL ADDRESS:</b> tke.certificates@willis.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HDI-Gerling America Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22867</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI-Gerling America Insurance Company	41343	INSURER B: ACE American Insurance Company	22867	INSURER C: Indemnity Insurance Company of NA	43575	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> THYSSENKRUPP ELEVATOR CORPORATION														

**COVERAGES**

CERTIFICATE NUMBER: 686575

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	PLS MVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLD1257491	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISAH08828052	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC48017630 (AOS) WLRC48017629 (CA,MA)	10/01/2014 10/01/2014	10/01/2015 10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Division Number: 0001 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 114 Town Park Drive, Suite 300 KENNESAW, GA 30144  
 Project Number: - Project Name: SPECIMEN

**CERTIFICATE HOLDER**
 SPECIMEN  
 United States
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE

**SPECIMEN**

**RESUME**

All resumes submitted shall provide the following information as a minimum:

EMPLOYEE'S NAME ADAM HACKNEY  
 PROPOSED POSITION TITLE SERVICE MANAGER  
 CURRENT POSITION TITLE WITH THE CONTRACT FIRM SERVICE MANAGER  
 TIME IN CURRENT POSITION (Years, Months) 7 years \_\_\_\_\_  
 DESCRIPTION AND SCOPE OF CURRENT JOB:  
MANAGE SERVICE DEPARTMENT AND REPAIR DEPARTMENT

QUANTITY AND TYPE OF ANY POSITIONS CURRENTLY SUPERVISED (Clerks, Mechanics, Mechanic's Helpers, Engineers, Foremen, Laborers, etc.)

Quantity	Type	Quantity	Type
19	MECHANICS		
2	HELPERS		

WORK EXPERIENCE (Previous 6 years work history):

Date	Job	Company	Immediate Supervisor's
From-To	Title	Address	Name & Telephone No.
10-98 TO 11-06	HELPER/ MECHANIC/ MANAGER	901 MORRIS ST CHAS WV	CHUCK KILBURN (304) 342-8115

ELEVATOR, ESCALATOR AND RELATED WORK EXPERIENCE:

Date	Job	Equipment	Type of Equipment
From-To	Title	Manufacturer	(Elevator, Escalator, (Otis, Pelle, Swift..) Overlay..)
10/98 TO 11/06	OTIS - DOVER - THYSSEN KRUPP - WESTINGHOUSE - STANDARD - KONE		

EDUCATION SUMMARY, ELEVATOR TRAINING and CERTIFICATIONS:

Date	School, College,	Number of Credits,	Degree,
From-To	Institution or	Hours of Training,	Certificate
	other source	CEUs etc.	

~~1999-2003 I.U.E.C.~~  
 1999-2003 I.U.E.C.  
 1996 - WV STATE ELECTRIC LICENSE

RESUME

All resumes submitted shall provide the following information as a minimum:

EMPLOYEE'S NAME Michael D MEGHER  
PROPOSED POSITION TITLE Mechanic  
CURRENT POSITION TITLE WITH THE CONTRACT FIRM Mechanic  
TIME IN CURRENT POSITION (Years, Months) 15 years  
DESCRIPTION AND SCOPE OF CURRENT JOB: Elev. maint

QUANTITY AND TYPE OF ANY POSITIONS CURRENTLY SUPERVISED (Clerks, Mechanics, Mechanic's Helpers, Engineers, Foremen, Laborers, etc.)

Quantity Type                      Quantity Type

WORK EXPERIENCE (Previous 6 years work history):

Date	Job	Company	Immediate Supervisor's
From-To	Title	Address	Name & Telephone No.
1999 - 2006		Thyssen Krupp Elev	

ELEVATOR, ESCALATOR AND RELATED WORK EXPERIENCE:

Date	Job	Equipment	Type of Equipment
From-To	Title	Manufacturer	(Elevator, Escalator, (Otis, Pelle, Swift..) Overlay..)
all		Thyssen-Dever	Otis - Schindler

EDUCATION SUMMARY, ELEVATOR TRAINING and CERTIFICATIONS:

Date	School, College,	Number of Credits,	Degree,
From-To	Institution or	Hours of Training,	Certificate
	other source	CEUs etc.	

**RESUME**

All resumes submitted shall provide the following information as a minimum:

EMPLOYEE'S NAME DENNIS WESTOVER  
 PROPOSED POSITION TITLE \_\_\_\_\_  
 CURRENT POSITION TITLE WITH THE CONTRACT FIRM MECHANIC / FOREMAN  
 TIME IN CURRENT POSITION (Years, Months) 4 YEARS APPROX.  
 DESCRIPTION AND SCOPE OF CURRENT JOB:  
MAINTAIN, TROUBLE SHOOT ELEVATOR SYSTEMS

QUANTITY AND TYPE OF ANY POSITIONS CURRENTLY SUPERVISED (Clerks, Mechanics, Mechanic's Helpers, Engineers, Foremen, Laborers, etc.)  
 Quantity Type                      Quantity Type

**WORK EXPERIENCE (Previous 6 years work history):**

Date	Job	Company	Immediate Supervisor's
From-To	Title	Address	Name & Telephone No.
CURRENT POSITION APPROX 9 YEARS			
	ADAM HARKNEY SUPERVISOR,		342-8115

**ELEVATOR, ESCALATOR AND RELATED WORK EXPERIENCE:**

Date	Job	Equipment	Type of Equipment
From-To	Title	Manufacturer	(Elevator, Escalator, Overlay..)
1969-1980	MECHANIC / ADJUSTOR	MONTGOMERY	ELEVATOR - ELEVATORS / ESCALATORS
1980 - PRESENT	MECHANIC / ADJUSTOR	DOVER / THYSSEN	ELEVATOR - ELEVATORS CONSTRUCTION MGR.

**EDUCATION SUMMARY, ELEVATOR TRAINING and CERTIFICATIONS:**

Date	School, College,	Number of Credits,	Degree,
From-To	Institution or	Hours of Training,	Certificate
	other source	CEUs etc.	
1967-1971	GROVE CITY COLLEGE		B.S. ELECT. ENGR.
1990-1992	W.V. STATE	14 hrs	WORK TOWARDS M.B.A. NOT COMPLETED

## RESUME

All resumes submitted shall provide the following information as a minimum:

EMPLOYEE'S NAME Marvin L. Richardson  
 PROPOSED POSITION TITLE Mechanic Foreman  
 CURRENT POSITION TITLE WITH THE CONTRACT FIRM Elevator Service Mechanic  
 TIME IN CURRENT POSITION (Years, Months) 34 years  
 DESCRIPTION AND SCOPE OF CURRENT JOB:  
Elevator service mechanic - Inspect and repair and do preventive maintenance on elevators and other lifts.

QUANTITY AND TYPE OF ANY POSITIONS CURRENTLY SUPERVISED (Clerks, Mechanics, Mechanic's Helpers, Engineers, Foremen, Laborers, etc.)

Quantity Type                      Quantity Type

### WORK EXPERIENCE (Previous 6 years work history):

Date From-To	Job Title	Company Address	Immediate Supervisor's Name & Telephone No.
10/10/90 to 10/10/96	Elevator Service Mechanic	Dover Elevator 3711 Virginia Ave SE.	Riley Lancaster 342-8115

### ELEVATOR, ESCALATOR AND RELATED WORK EXPERIENCE:

Date From-To	Job Title	Equipment Manufacturer (Otis, Pelle, Swift..)	Type of Equipment (Elevator, Escalator, Overlay..)
--------------	-----------	--	---

5/1/77 to 12/1/83	Elevator Construction Helper and Mechanic	Dover	Elevators Escalators Other lifts
12/2/83 to 10/10/96	Service Mechanic	Dover <del>also service</del> OTIS Westinghouse Haughton + Others	Elevators Escalators and Other lifts.

### EDUCATION SUMMARY, ELEVATOR TRAINING and CERTIFICATIONS:

Date From-To	School, College, Institution or other source	Number of Credits, Hours of Training, CEUs etc.	Degree, Certificate
9/59 to 5/71	Paca Elem. Paca High		High School Graduate
3/68 to 5/71	Putnam County Vocational Tech. Center		Certified Welder + Basic Electricity
9/65 to 4/87	W.V. State Community College		Electronics
5/1/77 to 10/10/86	I.U. E.C. Elevator Educational Program		Print reading - <del>Hydraulics</del> - Rigging - Escalator AC + DC Motors + Generators - Circuit Tracing. Electronics + Solid State + OTHERS

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

Number:

WV000525

Classification:

SPECIALTY

THYSSENKRUPP ELEVATOR CORPORATION  
DBA THYSSENKRUPP ELEVATOR CORPORATION  
114 BOWPARK DR NW STE 300  
Kennesaw, GA 30144-1876

Date Issued

Expiration Date

August 16, 2014	August 16, 2015
-----------------	-----------------

Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, A, 10c-11.

Agency \_\_\_\_\_  
REQ.P.O.# \_\_\_\_\_

**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 Obligee, 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  
Elevator Maintenance - Various WWVDHHR Facilities

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 Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 27th day of May, 2015.

Principal Seal

ThyssenKrupp Elevator Corporation

(Name of Principal)

By *Tembbe*

(Must be President, Vice President, or  
Duly Authorized Agent)

*contract Analyst*  
(Title)

Surety Seal

Federal Insurance Company

(Name of Surety)

*Kimberly Bragg*  
Kimberly Bragg, Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 27<sup>th</sup> day of May, 2015, 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 Department of Health and Human Resources

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

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

*Dawn M. Chloros*  
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 she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



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

*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 **27th** day of **May, 2015**



*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