

CERTIFICATION AND SIGNATURE PAGE

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

West Virginia Elevator, LLC
(Company)


(Authorized Signature)

Dustin Bozek - Manager
(Representative Name, Title)

304-550-9885 304-381-4444
(Phone Number) (Fax Number)

7/22/14
(Date)

07/23/14 01:10:45PM
West Virginia Purchasing Division



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

Solicitation

NUMBER
WSH15011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BOB KILPATRICK 304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 304-269-1210

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR EIGHT(8) ELEVATOR CARS LOCATED AT WILLIAM R SHARPE JR HOSPITAL AT 936 SHARPE HOSPITAL RD, WESTON, WV, 26452 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none">1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS2. GENERAL TERMS AND CONDITIONS3. WSH15011 SPECIFICATIONS, INCLUDING PRICING PAGE4. EQUIPMENT LIST(ATTACHMENT B)5. CERTIFICATION AND SIGNATURE PAGE6. PURCHASING AFFIDAVIT7. DRUG FREE WORKPLACE AFFIDAVIT8. SAMPLE BID BOND FORM WITH BID BOND INSTRUCTIONS <p>*****</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED ON WEDNESDAY, JULY 9, 2014 AT 10:00AM AT THE HOSPITAL</p> <p>*****</p>						
0001	1	JB	910-13	ELEVATOR MAINTENANCE SERVICE PER THE ATTACHED.		
SIGNATURE						
TELEPHONE						
DATE						
TITLE						
FEIN						
ADDRESS CHANGES TO BE NOTED ABOVE						

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☐ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- ☒ A MANDATORY PRE-BID meeting will be held at the following place and time:
 William R. Sharpe Hospital, 936 Sharpe Hospital Rd, Weston, WV 26452
 on July 9, 2014 at 10:00am EST.
 Following the pre-bid conference, there will be a tour of the facility where vendors can view all facility-owned elevators and machine rooms.

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

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

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

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

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

Question Submission Deadline: Friday, July 11, 2014 by 5:00pm

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 that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include 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

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

SEALED BID: West Virginia Elevator, LLC
 BUYER: Robert P Kilpatrick, File 22
 SOLICITATION NO.: WSH15011
 BID OPENING DATE: July 23, 2014
 BID OPENING TIME: 1:30pm EST
 FAX NUMBER: 304-558-3970

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

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: Wednesday, July 23, 2014 at 1:30pm EST

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on 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 to 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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- ☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a 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 the contract value. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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



Commercial General Liability Insurance:

\$1,000,000.00

or more.



Builders Risk Insurance: builders risk – all 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.



WV Contractor's License (see Additional Terms, below)



NEIP Certification (or equal) for any elevator mechanic



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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

NA
for
NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

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

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

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

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

Contractor's Name: West Virginia Elevator, LLC

Contractor's License No. WV-049746

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

2. **DRUG-FREE WORKPLACE 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.

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 may 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.

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.

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.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHR/William R. Sharpe, Jr. Hospital located at 936 Sharpe Hospital Rd., Weston, WV to establish and open-end contract for monthly and as-needed elevator maintenance services.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as WSH15011
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1 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.
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 of 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.**

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- 4.1.1.1 Contractor must provide a monthly schedule of all planned full service maintenance visits after receiving a Purchase Order for this contract. Routine examinations and maintenance shall be made at least once a month for each elevator.
- 4.1.1.2 Contractor must provide a monthly schedule of all planned full service maintenance visits after receiving a Purchase Order for this contract. Routine examinations and maintenance shall be made at least once a month for each elevator.
- 4.1.1.3 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 are to be changed on an as needed basis to prevent commutator damages. Refill gear cases and lubricators 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.
- 4.1.1.4 Contractor must clean all hoistways annually. Hoistway doors, tracks, hangers, guide shoes or rollers and relating cables shall be changed as needed. Must lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated bi-annually. All pits shall be cleaned as needed. All compensating sheaves, cables, chains, and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned bi-annually.
- 4.1.1.5 Contractor must empty pit drip buckets in hydraulic elevator (s) to prevent overflow. If a 5 gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil.
- 4.1.1.6 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.
- 4.1.1.7 Contractor must maintain all door opening and closing speed and thrust.
- 4.1.1.8 Contractor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must

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include emergency lights, alarms, telephones, fire recall and emergency recall.

- 4.1.1.9** 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 or 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.
 - 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.

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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.
Smoke and heat sensors.
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 (including 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. Section 4.1.4

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

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

4.1.2 Call-back Service: The contractor shall provide Call-back service 24 hours a day, 365 days a 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 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.

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4.1.2.1 Contractor must ensure the onsite response time for call-back services shall be guaranteed with 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 falls out of the full service maintenance. Contractor shall invoice separately 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.

4.1.4 Open-End Service: The Contractor shall also provide open-end services 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 this Contract. Prior to beginning any work, the Contractor will be required to provide a cost estimate detailing the intended scope of work itemized by time and materials rates bid for this Contract. All services shall be billed to the Agency at a single hourly rate as agreed upon herein regardless of the date and time such services are performed. No individual Open-End

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Service request will be issued by the Agency under any circumstances if the job's total cost exceeds \$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 grease, or cleaning supplies and rags.

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 and materials used for full maintenance and call-back services under monthly charges as agreed upon herein. Contractor shall provide parts and equipment for all services and 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 this contract. No markup shall be permitted for expedited delivery.

4.1.6 Permitted Working Hours: Under normal circumstances, excluding entrapments the Agency requests all full-service and open-end work be performed during normal business hours (Monday through Friday 8:00am to 4:30pm 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. Outside 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 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.

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4.1.8 Deductions: Should any elevator covered by this contract be permanently removed from service, the Contractor shall reduce the monthly charge by "the monthly cost for each elevator." 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.

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 cost as shown on the Pricing Pages.

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.

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.

Bidders should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. 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 \$5,000.00, to arrive at their Total Parts Bid. The \$5,000.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied. Agency must pre-approve any part charges.

Bidders should provide a single hourly rate to cover Open End Services. The quantity of 100 hours is provided as an estimate only, used for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate charges.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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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 off invoices submitted to the agency 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 provided must be in accordance within section 4.6 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.
 - 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.

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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 Items 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: Dustin Bozek
Telephone Number: 304-550-9285
Fax Number: 304-381-4444
Email Address: sales@wvelevator.com

RFQ#WSH15011 Elevator Maintenance

Attachment A: Pricing Page

(See Section 5.2 of the RFQ for instructions on completing the Pricing Page)

EV#	Manu.	Location	Capacity	Type	Monthly Cost	QTY	Yearly Cost	
ED4369	Dover	Mailroom	2000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(A)
ED4376	Dover	Maintenance	5000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(B)
ED4372	Dover	Switchboard	2000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(C)
ED4371	Dover	Switchboard	2000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(D)
ED4373	Dover	Snack Bar	2000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(E)
ED4374	Dover	C-1	5000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(F)
ED4375	Dover	C-2	5000	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(G)
B5176-01	Schindler	HIM	2500	Hydraulic	\$ <u>84.69</u>	X 12	\$ <u>1,016.28</u>	(H)

(All 8 of the elevators listed above are to be covered under Section 4.1.1 of this RFQ)

Total Monthly Charge (add all Monthly Costs, above) \$ 1,016.28Total Yearly Charge (add A+B+C+D+E+F+G+H) \$ 8,130.24 (I)Parts Markup = 15 %Parts Markup Multiplier = 1. 15Total Parts Bid = \$6,700.00 X Multiplier, or \$6,700.00 X 1. 15 \$ 7,705.00 (J)Hourly Rate \$ 149.50 x 100 hours (estimate only) \$ 14,950.00 (K)Total Bid (Add I + J + K) = \$ 30,785.24

BASIS OF AWARD: Contract shall be awarded to the Vendor that provides all of the Contract Items meeting the required specifications for the lowest overall Grand Total.

CONTACT INFORMATION

Company Name: West Virginia Elevator, LLC
Company Address: P.O. Box 57, Amma, WV 25005
Remit to address: P.O. Box 57, Amma, WV 25005
Contractor Contact Name: Dustin Bozek
Contractor Phone Number: 304-550-9285
Contractor Fax Number: 304-381-4444
Contractor Email Address: sales@wvelevator.com

Please provide the following numbers below:

24 Hour Phone Number for Callback Services: 1-888-454-0193

Fax/email for Release Order Receipt: wvelevator@gmail.com

WVDHHR/BHHR/William R. Sharpe, Jr. Hospital Owned Elevators

/Name	Serial No.	Capacity	Manu	Manu ID#	Make	Type	Install Yr
ator #1	ED4369	2000	Schindler	547-1997	Dover	Hydraulic	1994
#2	B5176-01	2500	Schindler	Not Listed	Schindler	Hydraulic	2005
levator #3	ED4372	2000	Schindler	547-3014	Dover	Hydraulic	1994
levator #4	ED4371	2000	Schindler	547-3003	Dover	Hydraulic	1994
ator #5	ED4373	2000	Schindler	547-3025	Dover	Hydraulic	1994
*	ED4374	5000	Schindler	547-3036	Dover	Hydraulic	1994
*	ED4375	5000	Schindler	547-3047	Dover	Hydraulic	1994
levator #8	ED4376	5000	Schindler	**	Dover	Hydraulic	1994

ors are key operated

is currently under construction, and this elevator is
 e are unable to provide the Manu ID# at this time as it is
 le the elevator car.

RFQ No. WSH15011STATE 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.

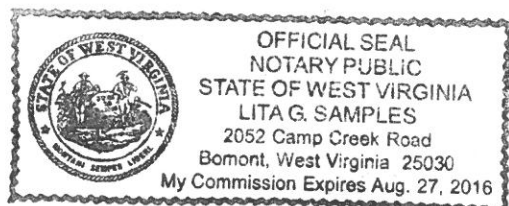
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: West Virginia Elevator, LLCAuthorized Signature: [Signature]Date: 7-23-14State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 23rd day of July, 2014.My Commission expires Aug 27, 2016.**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

STATE OF WEST VIRGINIA,

COUNTY OF Roane, TO-WIT:

I, CHRISTOPHER J BRADLEY, after being first duly sworn, depose and state as follows:

1. I am an employee of West Virginia Elevator, LLC; and,
(Company Name)
2. I do hereby attest that West Virginia Elevator, LLC
(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: 

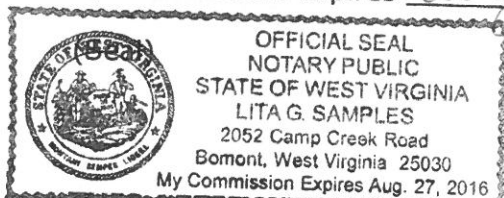
Title: Manager

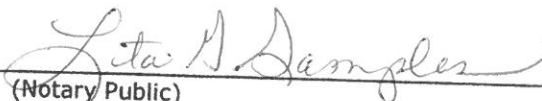
Company Name: West Virginia Elevator, LLC

Date: 7-23-14

Taken, subscribed and sworn to before me this 23rd day of July, 2014.

By Commission expires Aug 27, 2016




 (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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH15011

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.

West Virginia Elevator LLC
Company

[Signature]
Authorized Signature

7/22/14
Date

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

SOLICITATION NUMBER: WSH15011**Addendum Number: 1**

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 a copy of the pre-bid meeting sign-in sheet, per Attachment A.

NO OTHER CHANGES

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.

CASHIER'S CHECK

Poca Valley Bank
P.O. Box 56
Walton, WV 25286
304-577-6611

Poca Valley Bank

TELEBANK: 1-877-707-2265
www.pocavalleybank.com

DATE 07/23/2014

PAY TO THE
ORDER OF

STATE OF WV

\$ 1,539.26

\$1,539.26

***** DOLLAR ONE COMMA FIVE THREE NINE PERIOD TWO SIX *****

DOLLARS

REMITTER

WV ELEVATOR

[Handwritten Signature]
AUTHORIZED SIGNATURE