



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

State of West Virginia
 Request for Quotation

Proc Folder: 212532

Doc Description: ELEVATOR MAINTENANCE AND REPAIRS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-20	2016-06-23 13:30:00	CRFQ 0608 COR1600000028	1

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

06/21/16 15:33:31
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 62-1211267

DATE 6-14-16

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

Eric Haekney

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIR AT CHARLESTON CORRECTIONAL CENTER PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator and Chairlift Inspections	12.00000	EA	\$260.00/Mo.	\$3,120.00/yr.

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Elevator and Chairlift Inspections

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Safety and Full Load Test	1.00000	EA	\$0	\$0

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Safety and Full Load Test

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Regular Labor Rate	60.00000	HOUR	\$192.00/hr.	\$11,520.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Regular Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Overtime Labor Rate	5.00000	HOUR	\$325.00/hr.	\$1,625.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Overtime Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Holiday Labor Rate	5.00000	HOUR	\$383.00/hr.	\$1,915.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Holiday Labor Rate

THYSSENKRUPP ELEVATOR
901 MORRIS STREET
CHARLESTON, WV 25301

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Emergency Labor Rate	5.00000	HOUR	\$192.00/hr.	\$960.00

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Emergency Labor Rate

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Parts - Markup Percentage	1.00000	PCT	15%	

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :
Parts - Markup Percentage

INVOICE TO		SHIP TO	
CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST		CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Elevator and Chairlift Preventative Maintenance	12.00000	EA No additional cost as this is included in line item 1 on page 2		

THYSSENKRUPP ELEVATOR
901 MORRIS STREET
CHARLESTON, WV 25301

<u>Comm Code</u>	<u>Manufacturer</u>	<u>Specification</u>	<u>Model #</u>
72101506			

Extended Description :

Elevator and Chairlift Preventative Maintenance

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING	2016-06-03
2	VENDOR QUESTION DEADLINE	2016-06-08

COR160000028	Document Phase Draft	Document Description ELEVATOR MAINTENANCE AND REPAIRS	Page 6 of 6
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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:
June 3, 2016 at 10:00 AM EST

Charleston Correctional Center
1356 Hansford Street
Suite A
Charleston, WV 25301

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 nonbinding.

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

Question Submission Deadline: June 8, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: crystal.g.rink@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:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ COR1600000028
BID OPENING DATE: June 23, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 n/a 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: (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).

Bid Opening Date and Time: June 15, 2016 at 1:30 PM 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.

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.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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 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 thirty-six (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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

Valid West Virginia Contractor's License

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.

8. 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.

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. 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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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.

13. 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.

14. 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.

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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. 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.

18. 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 § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. 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 laws, regulations, and ordinances.

22. 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.

23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

33. 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.

34. 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.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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 Corporation
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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Eric Hackney - Account Representative
(Name, Title)
Eric Hackney - Account Representative
(Printed Name and Title)
thyssenkrupp Elevator 901 Morris St. Charleston, WV 25301
(Address)
304-342-0187 Ext. 4129 866-812-5542
(Phone Number) / (Fax Number)
eric.hackney@thyssenkrupp.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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 Corporation
(Company)
Eric Hackney Account Representative
(Authorized Signature) (Representative Name, Title) Eric Hackney
Eric Hackney - Account Representative
(Printed Name and Title of Authorized Representative)
June 14, 2016
(Date)
304-342-0187 Fax: 866-812-5542
(Phone Number) (Fax Number)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR1600000028

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 Corporation

Company

Authorized Signature  Eric Hackney

June 14, 2016

Date

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

THYSSENKRUPP ELEVATOR
901 MORRIS STREET
CHARLESTON, WV 25301

CRFQ COR160000028 – REQUEST FOR QUOTATIONS

ELEVATOR AND CHAIRLIFT MAINTENANCE AND REPAIRS CONTRACT AT CHARLESTON CORRECTIONAL CENTER, KANAWHA COUNTY, WV

The Charleston, Correctional Center (CCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the elevator and chairlift maintenance and repairs contract. The internal DOC reference number for this project is COR212532.

A mandatory pre-bid conference is scheduled for June 3, 2016 at 10:00 AM at the Charleston Correctional Center. The contractor should obtain all their information from the pre-bid meeting. The DOC only has one (1) pre-bid meeting. Venders interested in attending the pre-bid conference should call or email to register with the following individual but is not required to attend:

Name: Philip Farley
Phone: 304-549-1050
Email: Philip.K.Farley@wv.gov (Preferred Method)

Vendors quoting this project **SHALL** comply with the below Specifications:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS

1.01 DESCRIPTION, PURPOSE, AND SCOPE

- A. Charleston Correctional Center is located at: 1356 Hansford Street, Suite A Charleston, WV 25301.
- B. The West Virginia Purchasing Division is soliciting bids on behalf of Charleston Correctional Center to establish the maintenance and repairs contract on the facility's elevators and chairlift. The contract is to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new devices and equipment on the facility's two (2) elevators and one (1) wheelchair lift located in the main building.

1.02 DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section two (2) of the General Terms and Conditions of the RFQ.

- A. Elevator Maintenance Services, as stated herein, shall mean preventative maintenance and corrective maintenance services provided by Vendor under this Contract.
- B. Preventative Maintenance as stated herein, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer's recommendations as well as federal, state, and local rules and regulations.

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- C. Inspection as herein stated, shall be defined as organized examinations or formal evaluation of elevators and their parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws, to include an annual inspection and the witnessing of the annual relief valve test.
- D. Corrective Maintenance as stated herein, shall mean maintenance performed on an as required basis to correct a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
- E. Holidays shall mean days designated by WV Code § 2-2-1 as legal holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- F. Costs for Parts as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Vendor.
- G. "Pricing Page" as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
- H. "RFQ" as stated herein, shall mean the official request for quotation published by the Purchasing Division and identified as CRFQ 0608 COR1600000028. The internal DOC reference number for this project is COR212532.
- I. "CCC" means the Charleston Correctional Center.

1.03 QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- A. All technicians must be trained with five (5) years' experience in systems inspections, testing, maintenance, repairs, and replacement parts.
- B. Evidence of factory training and minimum experience requirement shall be submitted prior to award of contract.
- C. At all times, vendor shall ensure appropriately trained and qualified technicians perform corrective maintenance.
- D. Agency reserves the right to request information from the Vendor as to experience, qualifications, and corporate references insofar as it relates to services being requested under this contract.

1.04 MANDATORY REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

- A.** Vendor shall provide inspections, preventative maintenance and corrective maintenance in accordance with manufacturer's recommendations on the elevators located at Charleston Correctional Center.
- B.** Vendor shall ensure that all inspections, maintenance, and repairs performed under this contract are performed by appropriately trained technicians.
- C.** Vendor shall, at all times, maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specifications.
- D.** Vendor shall perform all necessary examinations and adjustments to maintain the equipment at the specified manufacturer limits.
- E.** For all maintenance, repairs, replacement parts, and installation of addition devices or equipment to the system, the vendor must use a device that is the same brand and part number or approved by the manufacture of the parts.
- F.** Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.
- G.** Agency's contact shall be the Associate Warden of Operations, Building and Grounds Manager, or designee. Vendor shall report and confer with the Associate Warden of Operations, Building and Grounds Manager, or designee prior to performing any work specified in this contract.
- H.** Vendor shall compile and maintain a suitable log/diagram/chart for entering inspection, maintenance, and repair data. Said report shall remain on Agency's premises. Status reports shall be submitted to the Associate Warden of Operations, Building and Grounds Manager, or designee at the facility.
- I.** Vendor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations, Building and Grounds Manager, or designee for approval.
- J.** Vendor shall maintain a chronological life file that includes drawings, parts list, wiring diagrams, and a log of all preventative maintenance and repairs.
- K.** Vendor shall not subcontract any services performed under this contract without approval by Agency.
- L.** After award, Vendor and Agency shall agree upon a performance schedule of contract services.
- M.** Vendor shall quote a single, flat rate to do inspections and testing for the entire year performed under this contract.

- N.** Vendor shall quote a single, flat rate for each monthly preventative maintenance check
- O.** The following information under this item will be for maintenance, replacing parts, and installation of new parts:
- 1) Vendor shall quote an hourly rate for regular labor hours. Regular labor rate hours shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
 - 2) Vendor shall quote an hourly rate for overtime labor hours. Overtime labor rate hours shall be between the hours of 5:01 p.m. and 7:59 a.m. for the days of Monday thru Friday, all day Saturday, and all day Sunday.
 - 3) Vendor shall quote an hourly rate for holiday labor hours. Holiday labor rate hours shall be between the hours of 12:00 a.m. and 11:59 p.m., Sunday thru Saturday, for nationally recognized holidays.
 - 4) Vendor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to Agency when any occurrence is declared an emergency by the Agency.
- P.** Vendor shall perform inspections and testing during regular business days and hours.
- Q.** When possible, Vendor shall perform all corrective maintenance, replacing parts, and installation of new parts during regular business days and hours.
- R.** Vendor shall respond to corrective maintenance requirements by telephone or in person within two hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Vendor is notified by Agency. No exceptions to the twenty-four (24) hour requirement unless granted by Agency.
- S.** Anytime any of the equipment or systems will have to be taken off line, the contractor must coordinate with the facility staff to determine what certain timeframe the any of the boilers can be turned off.
- T.** The contractor must notify the Facility at least 48 hours in advance for approval before the any of the equipment or systems can be turned off. Vendor may only remove equipment from service for a period of 24 hours or more with written permission form Agency. This is to allow the Facility enough time to prepare for the outage.
- U.** Vendor must, however, obtain advanced approval from the Agency prior to purchasing any part(s). If the agency feels that the price is above fair market

value, then they have the option of purchasing the parts and having the Vendor do the installation. The Agency reserves the right to competitively bid any part or labor for any repair to said systems over \$2,500.00. All parts and labor charges exceeding \$25,000.00 must be competitively bid through the Purchasing Division.

- V. Vendor must provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.
- W. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor must provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.
- X. All correspondence, either written or electronic, responses to the Agency's request must also be sent to the DOC Director of Engineering and Construction or designee, no exceptions.

1.05 INSPECTIONS AND SAFETY TEST

- A. Vendor shall perform monthly inspections on three (3) elevators and one (1) chair lift located at the facility. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency.
- B. Vendor shall perform an annual safety test and five year full load safety test in accordance with the standards set forth in American Standard Safety Practices for the Inspection of Elevators A17.2---ASA and American Standard Safety Code for Elevators, A17.1---ASA.
- C. Vendor shall provide certified test reports to the Agency as soon as practicable.
- D. Vendor shall comply with all federal, state, and local regulations, as well as maintain compliance with the standards as set forth above.
- E. Vendor shall perform inspections and safety tests during regular business days and hours.
- F. Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

1.06 PREVENTATIVE AND CORRECTIVE MAINTENANCE

- A. Vendor shall perform preventative maintenance in accordance with manufacturer's recommendations and industry standards.
- B. Vendor shall perform preventative maintenance on a monthly basis.

- C. Vendor shall submit a proposed schedule of all preventative maintenance within 30 days of Vendor being awarded a contract, for approval by Agency. The proposed schedule must include inspections, lubrications, adjustments, tests, cleaning, routine repairs, and all other known preventative maintenance activities.
- D. Preventative maintenance shall include, but not be limited to, lubricating all sheaves, bearings on motor operated brakes, refill gear cases/guide lubricators, seal oil reservoirs, and guide rails cleaned and lubricated.
- E. Initially, Vendor shall perform the following:
 - 1) Adjust and maintain elevators at specified speed.
 - 2) Adjust or replace all safety devices, including governors.
 - 3) Examine and equalize tension of all ropes in accordance with manufacturer's specifications.
- F. Vendor shall perform preventative maintenance during regular business days and hours.
- G. Vendor shall respond to corrective maintenance requirements by telephone or in person within two hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Vendor is notified by HCC. No exceptions to the twenty-four (24) hour requirement unless granted by HCC.
- H. When possible, Vendor shall perform all corrective maintenance during regular business days and hours.
- I. Vendor shall not install proprietary controllers or control equipment without the approval of HCC. If approved, the toll, keyboard, instructions, and any other equipment shall become the property of HCC.
- J. Vendor shall procure all necessary parts required to perform corrective maintenance. Vendor must, however, obtain advanced approval from HCC prior to purchasing any part in excess of \$2,500.00. Agency reserves the right to competitively bid any part or labor for a major repair to said elevators. All parts and labor charges exceeding \$25,000.00 may be competitively bid by the Agency.
- K. Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by HCC. All replacement parts shall be equal to or better than original manufacturer's parts.
- L. Vendor shall provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.

1.07 EXTENT OF WORK

- A. Vendor shall provide all labor, material, tools, equipment, and supplies necessary to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new equipment and all the work previously stated in section 1.01, 1.02, 1.03, and 1.04 all inclusive of vendors quoted prices.

1.08 PERMITS

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license, which are necessary for the proper execution and completion of the work as specified.

1.09 TERMS OF WORK

- A. The open-ended contract is for a one (1) year period with the potential of three (3) one (1) year contract renewals. The Notice to Proceed will be the date specified on the encumbered contract from the WV Purchasing Division.

1.10 SECURITY

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

1.11 TOOLS

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

1.12 CODE REQUIREMENTS

- A. All work must comply with the most recent National Fire Protection (NFPA) and National Electric Code (NEC) codes and standards that have been adopted by the State Fire Marshall's Office and the State of West Virginia.
- B. All work must meet or exceed the federal, state, county, and city code requirements.

1.13 SUBMITTALS

- A. Required on all new or renovation projects or as requested by the Agency.

1.14 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility will not be responsible for short shipped items.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- C. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

1.15 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations, Building and Grounds Manager, or designee.

1.16 PERFORMANCE:

- A. 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.

1.17 WORK SEQUENCE:

- A. Schedule and execute work to coordinate with the Facility.

1.18 CONTRACT MANAGER:

- A. 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 any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below. The previous specified information must be submitted prior to award of contract.

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

1.19 DAMAGES

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

1.20 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.21 SAFETY

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.22 WORKMANSHIP

- A. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

1.23 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

1.24 WARRANTY

- A. One (1) year on any part that is installed from the date of installation, including both parts and labor.

- B. One (1) year on new complete system from the date the system becomes fully-operational, including parts and labor.
- C. Minimum requirements of the Manufacturer's warranty on equipment and material.

1.25 VENDOR DEFAULT:

- A. The following shall be considered a vendor default under this Contract.
 - 1) Failure to perform Contract Services in accordance with the requirements contained herein.
 - 2) Failure to comply with other specifications and requirements contained herein.
 - 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 4) Failure to remedy deficient performance upon request.

1.26 PAYMENT:

- A. Agency shall pay a single, flat rate per facility to do inspections and testing for the entire year performed under this contract. Agency shall pay a single flat hourly rate per timeframe for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

1.27 CONTRACT AWARD

- A. **Pricing Page:** Vendor must complete the Pricing Pages in Exhibit A by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at an overall cost. The requested information include, annual cost for inspections and testing; hourly labor rates for corrective maintenance, repairs, installation of replacement parts, and new installation; a percentage markup on parts from the actual price the Vendor paid and the total labor cost; to all be added up to calculate the overall cost. Vendor must complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid

evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied

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

B. Travel:

1) Vendor shall be responsible for all mileage and travel costs, including vehicle cost, travel time, etc. 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.

C. The basis of award will be issued to the lowest bidder on the total sum of the "Overall Cost of Exhibits A" meeting specifications. The "Overall Cost" is determined by adding "Subtotal A and Subtotal B."

D. The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

END OF SPECIFICATIONS

EXHIBIT A

CRFQ COR160000028 - Elevator and Chair Lift Maintenance and Repairs Contract


Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
1	Elevator and Chair Lift Inspection	Each	12	\$260.00.mo.	\$3,120.00/yr.
2	Preventative Maintenance	Each	12	included in above	line item
3	Safety and Five-Year Full Load Test	Each	1	\$0	\$0
4	Regular Labor Rate	Hour	100	\$192.00/hr.	\$19,200.00
5	Overtime Labor Rate	Hour	5	\$325.00/hr.	\$1,625.00
6	Holiday Labor Rate	Hour	5	\$383.00/hr.	\$1,915.00
7	Emergency Labor Rate	Hour	5	\$192.00/hr.	\$960.00

Subtotal A \$26,820.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
1	Parts	\$5,000.00	15 %	\$5,750.00

Subtotal B

OVERALL COST (Sum of Subtotal A and Subtotal B): \$32,570.00

Bidder/Vendor Information:	
Name:	thyssenkrupp Elevator Corporation
Address:	901 Morris Street Charleston, WV 25301
Phone No.:	304-342-0187
Fax No.:	866-812-5542
Email Address:	eric.hackney@thyssenkrupp.com
Authorized Signature	

- NOTES:**
- * Quantities are estimated for bid evaluation purposes only.
 - ** Estimated cost for bid evaluation purposes only.
 - *** Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

Failure to use this form will result in automatic disqualification.

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

CRFQ 0608 (CR 1600000017

SIGN IN SHEET

Page 2 of 2

Request for Proposal No.

PLEASE PRINT

Date: 4/4/2016

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>THYSSENKRUPP ELEVATOR</u> Rep: <u>ERIC HACKNEY</u> Email Address: <u>eric.hackney@thyssenkrupp.com</u>	<u>901 MORRIS ST.</u> <u>CHARLESTON, WV 25301</u>	PHONE <u>304-552-8798</u> TOLL <u>304-342-0187 ext. 4129</u> FREE FAX <u>866-812-5542</u>
Company: <u>Schindler Elevator</u> Rep: <u>Daniel Bauer</u> Email Address: <u>daniel.bauer@schindler.com</u>	<u>1714 7th Ave</u> <u>Charleston WV 25312</u>	PHONE <u>412-439-0818</u> TOLL FREE FAX <u>412-578-6600</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX

CRFQ 0608 (OR16000000017

SIGN IN SHEET

Page 1 of 2

Request for Proposal No.

PLEASE PRINT

Date: 4/4/2016

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: D-C Elevator Co. Rep: Ron Ruckel Email Address: ron.ruckel@deelevatorco.com	521 Black street Charleston WV 25301	PHONE 304 345 7222 TOLL FREE FAX 304 346 1086
Company: MURPHY ELEVATOR Rep: WALT BAKER Email Address: walt@murphyelevator.com	1004 4th AVE. HUNTINGTON, WV 25701	PHONE 304-529-3220 TOLL FREE 800-321-1527 FAX 304-697-0675
Company: Oracle Elevator Rep: Gary Roberts Email Address: gary.roberts@oracleelevator.com		PHONE 304-444-1466 TOLL FREE FAX 304-744-4022
Company: WV Elevator Rep: Scott Williams Email Address: SALES AT WVELEVATOR.COM		PHONE 304-382-3666 TOLL FREE 304-381-4444 FAX 304-381-4444
Company: ThyssenKrupp Elevator Rep: Adam Hackney Email Address: adam.hackney@thyssenkrupp.com	90 Morris St. Charleston WV 25301	PHONE 304-553-1133 TOLL FREE FAX



**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:

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

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

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

Printed Name: Eric Hackney
 Signature: [Handwritten Signature]
 Title: Account Representative
 Company Name: thyssenkrupp Elevator Corporation
 Date: June 14, 2016

Taken, subscribed and sworn to before me this 14 day of June, 2016.

By Commission expires April 25, 2024

(Seal)



[Handwritten Signature]
 (Notary Public)

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

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: _____

Vendor E-Mail: _____

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)_____ of _____(D)_____, _____(E)_____
as Principal, and _____(F)_____ of _____(G)_____,
_____(H)_____, a corporation organized and existing under the laws
of the State of _____(I)_____ with its principal office in the City of
_____(J)_____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligees, in the penal sum of _____(K)_____
(\$ _____(L)_____) 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 _____
_____(M)_____

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 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 time within which the Obligees 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, the _____(N)_____ day of _____(O)_____, 20_____(P)_____.

Principal Seal _____(Q)_____
(Name of Principal)

(R)

By _____(S)_____
(Must be President, Vice President, or Duly Authorized Agent)

_____(T)_____
Title

Surety Seal _____(U)_____
(Name of Surety)

_____(V)_____
(Name of Surety)

_____(W)_____
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

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.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of _____ (\$ _____) 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

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 Oblgee 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 _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

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.**



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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.

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).

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV000525

Classification:

SPECIALTY

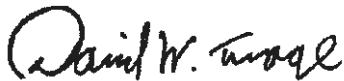
THYSSENKRUPP ELEVATOR CORPORATION
DBA THYSSENKRUPP ELEVATOR CORPORATION
114 TOWNPARK DR NW STE 300
KENNESAW, GA 30144-5876

Date Issued

AUGUST 06, 2015

Expiration Date

AUGUST 06, 2016



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, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
SPECIMEN

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).

PRODUCER		CONTACT	
Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606		Helen Chen	
		NAME:	
		PHONE:	312-288-7489
		FAX:	312-621-8865
		E-MAIL:	tke.certificates@willis.com
		PRODUCER	
		CUSTOMER #:	
INSURED		INSURER(S) AFFORDING COVERAGE	
THYSSENKRUPP ELEVATOR CORPORATION		INSURER A:	Lexington Insurance Company
		INSURER B:	Wausau Bus Ins Co/Ausau Underwriters
		INSURER C:	Indy City Ins Co of NA/American Ins
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	19437
			26069/26042
			43575/22667

SPECIMEN

COVERAGES CERTIFICATE NUMBER: SPECIMEN REVISION NUMBER:
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	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	General Liability					Each Occurrence \$2,000,000	
	<input checked="" type="checkbox"/> Commercial General Liability					Damage - Rented Premises (occurrence) \$1,000,000	
	<input type="checkbox"/> Claims Made	<input type="checkbox"/> Occur	03/20/2011 03/20/2016	10/01/2011	03/31/2016	Med Exp (per person) \$5,000	
	Gen'l Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Pol <input type="checkbox"/> Proj <input type="checkbox"/> Loc						Personal Adv. \$2,000,000 General Aggregate \$2,000,000 Products-Comp/Ops Agg Included
B	Automobile Liability					Combined Single Limit (Ea accident) \$2,000,000	
	<input checked="" type="checkbox"/> Any Auto		ASKZ91438879011 (AOS)	10/01/2011	10/01/2012	Bodily Injury (Per person)	
	<input type="checkbox"/> All Owned Autos		ASJZ91438879031 (PR)			Bodily Injury (Per accident)	
	<input type="checkbox"/> Scheduled Autos					Property Damage (per accident)	
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	Umbrella Liab	<input type="checkbox"/> Occur				Each Occurrence	
	Excess Liab	<input type="checkbox"/> Claims-Made				Aggregate	
	Deductible Retention \$						
C	Worker's Compensation and Employers' Liability	Y/N				WC Statutory Limits X Other	
	<input type="checkbox"/> Any Proprietor / Partner / Executive Officer / Member Excluded?		N/A	WLRC46771667 (AOS)	10/01/2011	10/01/2012	EL Each Accident \$1,000,000
	(Mandatory in NH)			WLRC46771679 (CA, MA)			EL Disease - Ea Employee \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL Disease - Policy Limit \$1,000,000

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additions, Remarks Schedule, if more space is required)
RE: JOB# SPECIMEN SPECIMEN

CERTIFICATE HOLDER	CANCELLATION
SPECIMEN	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

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Christopher A. McGhee

Expiration Date:
4/30/2017

John A. Dunbar Jr.
Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

James W. Given

Expiration Date:

1/31/2017

John R. Jenkins Jr.
Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Mark W. Tribble

Expiration Date:
1/31/2017

John R. Jenkins Jr.
Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Michael D. McGhee

Expiration Date:

1/31/2017

John R. Jenkins Jr.
Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Kenner Y. Martins

Expiration Date:
1/31/2017

John R. Jenkins Jr.
Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Shane T. Perry

Expiration Date:

1/31/2017

John R. Jenkins Jr.

Acting Commissioner

**West Virginia Division of Labor
Elevator Mechanic License**



License Number: [REDACTED]

Issued To:

Kenny R. Caldwell

Expiration Date:

4/30/2017

John R. Jimenez Jr.
Acting Commissioner

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ThyssenKrupp Elevator Corporation
of 114 Townpark Drive, Suite 300, Kennesaw, GA 30144, as Principal, and Federal Insurance Company
of 15 Mountain View Road, Warren, NJ 07059, 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 Obligees, 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
Charleston Correctional Center - Elevator Maintenance Contract

NOW THEREFORE,

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

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

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 19th day of April, 2016.

Principal Seal



ThyssenKrupp Elevator Corporation

(Name of Principal)

By: Michael B...
(Must be President, Vice President, or
Duly Authorized Agent)

Contract Analyst
(Title)

Surety Seal

Federal Insurance Company

(Name of Surety)

Kimberly Bragg
Attorney-in-Fact, Kimberly Bragg

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 19th day of April, 2016, 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, Sarah E. Green





**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 : State of West Virginia

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 ss.
County of Somerset

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 19th day of April, 2016 .



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

ThyssenKrupp Elevator

Americas Business Unit

Service Sales Department – Charleston, WV



The TKE Advantage

Thank you for the opportunity to present information on behalf of ThyssenKrupp Elevator (formerly known as Dover Elevator). We are the industry leader for manufacturing, installation, service, maintenance and repair of vertical transportation. Many companies claim they are the best. At ThyssenKrupp Elevator, we demonstrate every day what it takes to *be* the best by providing quality, customer driven service. These are just a few of the benefits you will experience with the TKE Advantage:

- ◊ 15 IUEC certified route mechanics and 2 dedicated Repair Teams managed out of the Charleston, WV office with combined experience of over 300 years
- ◊ Over 1,500 units maintained out of the Charleston, WV office
- ◊ On-call mechanics available 24 hours a day, 7 days a week
- ◊ 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
- ◊ International Technical Services Group
 - Engineers on call 24/7 dedicated to on-the-spot troubleshooting
 - Diagnostic tools for virtually all competitors equipment
- ◊ Regional Trainers provide ongoing instruction to our field personnel
- ◊ Service/Repair/Sales Management Team with over 50 years combined field experience and over 50 years combined management experience
 - Routine Safety audits of field personnel, their vehicles and tools
 - Routine service audits of our field personnel and customer facilities
- ◊ Dedicated Sales and Customer Service Representatives
 - Address customer concerns in a timely and efficient manner
 - Process City/State Inspection reports and schedule appropriate work for completion in the allotted time
 - Inform and educate customers about every aspect of their elevator service needs from contractual issues to repairs and improvement opportunities
- ◊ Service Superintendent with QEI-1 (Qualified Elevator Inspector) certification
- ◊ VIEW website provides online access to maintenance records for your facilities

When you join the ranks of satisfied ThyssenKrupp customers, you will come to appreciate the **TKE Advantage** that separates us from the competition. Thank you for your time. We sincerely appreciate the opportunity to become a trusted partner in the care of your facilities and property investment. Feel free to contact ThyssenKrupp Elevator for all your new installation, service & maintenance and repair needs.

ThyssenKrupp Elevator
Team Charleston

ThyssenKrupp Elevator Corporation
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-0187
Fax: (866) 812-5542

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 § 23-26-2, 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 Corporation

Authorized Signature:  Date: June 14, 2016
Eric Hackney

State of West Virginia

County of Maraucha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of June, 2016.

My Commission expires April 25, 2024, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC 

Purchasing Affidavit (Revised 08/01/2015)

