



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 670448

Doc Description: Elevator/Escalator Maintenance Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-06	2020-01-29 13:30:00	CRFQ 0432 DCH2000000003	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

RECEIVED

2020 JAN 28 AM 9:59

WV PURCHASING
DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

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

*The attached "Amendment No. 1" shall be made part of this agreement

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Signature X

FEIN # 62-1211267

DATE January 28, 2020

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

ADDITIONAL INFORMATION:

OPEN END

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF ARTS, CULTURE, AND HISTORY IS SOLICITING BIDS FOR THE OPEN-END CONTRACT OF ELEVATOR / ESCALATOR MAINTENANCE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator/Escalator Maintenance Contract				

Comm Code	Manufacturer	Specification	Model #
72154010			

Extended Description :

Elevator/Escalator Maintenance Contract

SCHEDULE OF EVENTS

Line	Event	Event Date
1	PRE-BID CONFERENCE 10AM	2020-01-16
2	TECHINICAL QUESTIONS DUE BY 10AM	2020-01-22

DCH2000000003	Document Phase Final	Document Description Elevator/Escalator Maintenance Contract	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Department of Arts, Culture, and History
1900 Kanawha Boulevard East
The Culture Center / Bldg. 9 / Green Room
Charleston, WV 25305

January 16, 2020 10:00AM

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 11/14/2019

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: January 22, 2020 10:00am

Submit Questions to: Dusty Smith, Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: dusty.j.smith@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: Elevator Maintenance Contract-The Culture Center
BUYER: Dusty J Smith, Buyer
SOLICITATION NO.: DCH2000000003
BID OPENING DATE: January 29, 2020
BID OPENING TIME: 1:30pm
FAX NUMBER: 304-558-3970

Revised 11/14/2019

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 of 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 na convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: January 29, 2020 1:30pm

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "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: Initial Contract Term: This Contract becomes effective on Notice to Proceed _____ 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

Revised 11/14/2019

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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐ WV Contractor's License

☐ Electricians – WV Electricians License

☐ Technicians- National Elevator/Escalator Industry Educational Program (NEIEP) Certification or equal.

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ n/a for n/a

☐ Liquidated Damages Contained in the Specifications

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 11/14/2019

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: thyssenkrupp Elevator Corporation

Contractor's License No.: WV- 000525

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: thyssenkrupp Elevator Corporation

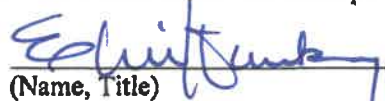
☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 11/14/2019

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 Corporation 901 Morris Street Charleston, WV 25301

(Address)

Phone - 304-342-0187 ext. 4129 Fax - 866-812-5542

(Phone Number) / (Fax Number)

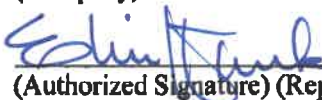
eric.hackney@thyssenkrupp.com

(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 Account Representative

(Printed Name and Title of Authorized Representative)

January 28, 2020

(Date)

Phone - 304-342-0187 ext. 4129 Fax - 866-812-5542

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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

January 28, 2020

Date

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

REQUEST FOR QUOTATION
CRFQ DCH2000000003 Elevator/Escalator Maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Arts, Culture and History to establish an open-end contract for Elevator/Escalator Maintenance. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Elevator/Escalator Maintenance”** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
 - 2.2 “Preventive Maintenance”** means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.
 - 2.3 “Corrective Maintenance”** includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator/Escalator system and testing to ensure that equipment is in proper working order after the repair.
 - 2.4 “Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit C.
 - 2.5 “RFQ”** means the official RFQ published by the Purchasing Division and identified as CRFQ DCH2000000003.

- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator/Escalator Maintenance on an open-end and continuing basis as outlined in this Contract.
 - 3.1 Elevator/Escalator Maintenance (Preventive and Corrective)**
 - 3.1.1** Vendor shall provide Elevator/Escalator Maintenance in accordance with manufacturer’s recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.

REQUEST FOR QUOTATION
CRFQ DCH2000000003 Elevator/Escalator Maintenance

- 3.1.2** Vendor shall furnish and install parts as necessary to keep the Elevator/Escalator systems at each facility listed on Exhibit B in proper working order.
- 3.1.3** Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator/Escalator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.1.4** Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.1.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.1.6** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.7** Vendor shall not perform any Elevator/Escalator Maintenance under this contract without prior approval from Agency.
- 3.1.8** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.

3.2 Preventive Maintenance:

- 3.2.1** Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.2.2** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

**REQUEST FOR QUOTATION
CRFQ DCH2000000003 Elevator/Escalator Maintenance**

- 3.2.3** Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.3 Corrective Maintenance:

- 3.3.1** Vendor shall perform Corrective Maintenance as needed to restore the Elevator/Escalator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.3.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four hour response time with written permission from the Agency.
- 3.3.3** Corrective Maintenance must be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
- 3.3.3.1** Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by Agency and must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.
- 3.3.4 Parts:**
- 3.3.4.1** Vendor is responsible for procuring all necessary parts needed to perform Elevator/Escalator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$2,500.00. Freight charges for

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parts are not permitted. See section 10.2.2. for more detail on freight charges.

3.3.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the Elevator/Escalator systems utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

3.3.4.3 Third Party Repairs: Third-party service required to repair parts or components (eg, motor rewinding, etc) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

3.3.4.4 Disposal: Vendor is responsible of disposal of all replaced parts, oils, or anything relating to Elevator/Escalators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

3.3.4.5 Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

4. FACILITIES ACCESS: The facilities identified in this contract may require access cards and/or keys to gain entrance.

4.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

4.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

4.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

4.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

4.5 Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ DCH2000000003 Elevator/Escalator Maintenance

5. QUALIFICATIONS:

5.1 Experience: Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained Elevator/Escalator systems of the type, character and magnitude currently being utilized by Agency and included on the list of Elevator/Escalator equipment, attached hereto as Exhibit B, on two or more occasions in the last five years. Vendor should provide information confirming its experience prior to contract award.

5.2 Training: Vendor, or Vendor's employees that will be performing under this contract, shall be trained and/or certified to provide Elevator/Escalator Maintenance on the equipment located at the Agency's facilities as shown on Exhibit B. Vendor must provide Agency with documentation satisfactory to verify training and certification upon request.

5.3 Factory Authorization: Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit B.

5.4 Certifications: Vendor shall ensure that all Elevator/Escalator Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

5.4.1 Electricians – WV Electricians License

5.4.2 NEIEP Certification or equal – National Elevator/Escalator Industry Educational Program

5.4.3 WV Contractor's License

5.5 Building Codes: At a minimum, the Elevator/Escalator Maintenance shall comply with the current editions of building standards and codes in effect at the time of performance.

6. REPORTS: Vendor shall provide all of the reports as outlined below.

6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of Elevator/Escalator equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive

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Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.

6.2 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.3 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator/Escalator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.
- 8. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will

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

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An example of a properly completed Pricing Page is shown below for reference purposes only:

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$2,400</u>
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>
Total Cost				<u>\$ 24,400</u>

9. ORDERING:

9.1 Preventive Maintenance Ordering: After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If

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the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.

9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.

9.4 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.

10. CONTRACT VALUE LIMIT

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

11. BILLING / PAYMENT:

11.1 **Preventive Maintenance:** All labor and parts associated with the Preventative Maintenance activities must be included in the monthly charge. Vendor may submit monthly invoices to obtain payment for Preventive Maintenance.

11.2 Corrective Maintenance:

11.2.1 **Labor:** Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours actually worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

11.2.2 **Parts:** Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated

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with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier	
<u>Example</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

12. DEFAULT:

12.1 The following shall be considered a default under this Contract.

12.1.1 Failure to perform Elevator/Escalator Maintenance in accordance with the requirements contained in herein.

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

12.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Elevator/Escalator Maintenance generally.

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

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- 12.2.1** Cancellation of the Contract.
 - 12.2.2** Cancellation of one or more release orders issued under this Contract.
 - 12.2.3** Any other remedies available in law or equity.
- 12.3** Agency reserves the right to inspect the Elevator/Escalator Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

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EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections: Vendor must complete inspections on all Elevator/Escalators covered under this Contract. 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.

a. Elevators: Elevators shall be maintained according to the procedures and at the intervals recommended by the Manufacturer. Such Maintenance support may include, but not be limited to, the following:

i. Traction Elevators (Monthly):

1. Inside of Car: Vendor shall at minimum:

- a.** Examine the interior of the elevator car for damage to the walls, ceiling, and handrails.
- b.** Examine the position indicator lights and chimes; replace any burned out lights and replace any nonfunctioning chime.
- c.** Operate the elevator going up and down and check the leveling accuracy, acceleration, and deceleration. Make any adjustments deemed necessary.
- d.** Check to make sure that the door moves smoothly and does not slam or bounce. Adjust as necessary.
- e.** Make sure the door restrictor operates properly and make any necessary repairs.
- f.** Test Elevator Telephone to insure ring through to Security Office.

2. Hall Stations:

- a.** Check the hall stations and lights and replace any burned out lights.
- b.** Inspect the door panel and clearances.
- c.** Inspect Elevator Key Switches for proper operation, adjust and tighten as necessary.
- d.** Clean and dispose of debris found in Hall Station door tracks
- e.** Test the Phase 1 Firefighters' Service for proper operation.

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3. Top of Car:

- a. Vacuum dust from top of car
- b. Replace burned out lights. Check inspection controls
- c. Check Cabling Hardware on car top for wear or damage, tighten nuts or service as necessary.
- d. Check that car top hatch is secure.

4. Machine Room:

- a. Broom Clean Machine Room Floors and properly dispose of dust and debris.
- b. Check Elevator Controllers for proper operation and note any new error codes. Adjust as required for proper operation.
- c. Check Traction Motors for signs of insulation deterioration, bearing overheating, and brush wear.
- d. Check Drive Machine/Sheave linkage to motor, safety brake operation, and safety break pad wear, Oil bath depth and adjust as necessary. Clean any spilled oil and properly dispose of oily rags in a safe manner.

5. Stage Lift (Monthly):

(Note: Vendor will need to check production schedule prior to inspection to ensure that an event is not scheduled in the Theater at the same time and day.)

a. Machine Room:

- i. Check controls and relays for proper operation. File contacts and adjust or replace as needed.
- ii. Check hydraulic oil reservoir and add clean oil as needed
- iii. Check pumps and piping for leaks; correct or repair as needed.
- iv. Clean up and remove any spilled or pooled oil and safely dispose of and/or recycle.
- v. Properly dispose of any oily rags or other debris in a safe manner.

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b. Lift Pit:

- i. Broom clean floor and properly dispose of dust and debris.
- ii. Check Lift Piston Seals, packings and wipers for wear or excess leakage and replace as needed.
- iii. Check Hydraulic piping for leaks or deterioration and repair as needed.
- iv. Check Lift Piston sump pumps and sumps; pump out any waste oil and safely dispose of or recycle. Repair or replace sump pumps or sump pump piping/tubing as required.

c. Lift, Lift Button Stations, Safety interlocks:

- i. Operate lift from a different Lift Button Station (Stage Left, Stage Right, Lift Floor) each month to ensure proper operation. Repair as necessary.
- ii. Operate lift so that a stop is made at each level (Stage Level, House Level, and Trap Room Level). Check for Proper leveling and schedule to adjust or replace floor stop switches if required.
- iii. Check lift access door safety interlocks and doors at Trap Room Level and Pit Access to verify proper operation. Adjust, repair, or replace as needed.
- iv. Inspect lift guide shims and rails for wear; adjust or replace as needed. Grease lift guide rails as needed.

- b. Escalators:** Escalators shall be maintained according to the procedures and at the intervals recommended by the Manufacturer. Such Maintenance support may include, but not be limited to, the following:

i. Escalators (Bi-Monthly):

1. Floorplates: Clean and check for damage.
2. Handrail: Lead/Lag check, clean and check condition; adjust or correct as required.
3. Steps and Wheels: Check condition, check alignment, examine wheels, tighten step nuts and clean as needed.

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ii. Escalators (Monthly):

1. Coupling: Check for vibration and noise.
2. Main Drive Chain: Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated.
3. Skirt Panels: Check clearance force and clean.
4. Safety Strips: Check condition.
5. Lights: Check and replace as needed.
6. Deck Moldings: Clean.
7. Newel Ends: Check for any unusual noise or temperature and clean.
8. Comb fingers: Tighten screws.
9. Step Guide Rollers: Check alignment.
10. Handrail Drive: Check condition.
11. Step Chain: Check condition.
12. Main Drive Shaft: Check sprocket wear.
13. Tension Carriage: Check condition.

iii. Escalators (Quarterly)

1. Main Drive Chain: Check for proper chain slack.
2. Pawl Brake: Check for operation.
3. Machine Brake Check torque, check operation.
4. Gear Reducer
5. Check oil level. Fill if needed w/ oil recommended by Manufacturer.
6. Comb plate Impact switches: Check tripping forces.
7. Handrail drive chains: Check for elongation of chain and tension.
8. Step axle sleeves: Lubricate w/ oil recommended by Manufacturer.
9. Take-up device: Check handrail tension.
10. Handrail Drive Sheave Pressure Rollers: Check spring force.
11. Lubricators: Check brushes and systems.

iv. Escalators (Semi-Annually)

1. Gear Reducer: Check sprockets for wear.
2. Brake Lining wear detector: Check operation.
3. Pawl Brake Switch: Check operation.

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4. Step Chain Track: Clean track rails.
5. Step Chain Guide Shoe: Lubricate w/ Greases recommended by Manufacturer.
6. Step Roller Track Clean track rails.
7. Up-Thrust Guides: Clean.
8. Turn-around Track Rail: Clean track rails.
9. Handrail Guides: Check condition, clean.
10. Tension Carriage Rollers Lubricate w/ Greases recommended by Manufacturer.
11. Return Guides: Check for abnormal wear, clean.
12. Steps and Wheels: Grease step wheel shoe.
13. Step Chain: Check tension.
14. Lubricator Clean lubricator brushes, check tubing condition.

v. Escalators (Annually):

1. Motor Bearings: Replenish grease w/ Greases recommended by Manufacturer.
2. Main Drive Bearings Add grease to grease fittings using Greases recommended by Manufacturer.
3. Tension Carriage Bearings: Add grease to fittings using Greases recommended by Manufacturer.
4. Handrail Drive Bearings: Add Grease to grease fittings using Greases recommended by Manufacturer.
5. Gear Reducer Change oil using oil recommended by Manufacturer.

c. Testing

- i. **Annual safety test, five-year full load safety test, hydraulic relief test.**
Vendor must arrange and perform all 5-year full load safety tests, all annual safety tests, and all I hydraulic relief tests. Tests must be in accordance with the standards set forth in American Standard Safety Practices for the Inspection of Elevator/Escalators A17.2---ASA and American Standard Safety Code for Elevator/Escalators, A17.1---ASA, or later versions of the ASA if applicable. Vendor shall be responsible for coordinating the annual safety testing with an Inspector who is approved by the West Virginia Division of Labor. Vendor shall provide certified test reports to the Agency as soon as practicable. Vendor shall file the proper

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paperwork and tags with the Division of Labor. Vendor must also accomplish any corrective work as deemed necessary by the assigned Labor and industry Elevator/Escalator Inspector, WV approved third party inspector and/or designated WV Elevator/Escalator consultant. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

- ii. **Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep Elevator/Escalators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

d. Entrapment

- i. **Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the Elevator/Escalator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.

e. System Restart

- i. **System Restart:** Vendor shall restart and/or reprogram the Elevator/Escalator systems after a power outage, power surge, or other electrical event that takes one or more Elevator/Escalators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.

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EXHIBIT B – AGENCY FACILITIES AND UNITS

1. Facility Location: The Culture Center/Bldg. 9

a. Four (4) Elevators

i. Elevator Name: North Keyed Elevator

- 1. Manufacturer: Dover**
- 2. Type: Traction**
- 3. Stops: Four (4)**
- 4. Controller: Smartrise Engineering**
- 5. Machine Room Location: North Sub-Basement; off Stair 7.**

ii. Elevator Name: Public Elevator

- 1. Manufacturer: Dover**
- 2. Type: Traction**
- 3. Stops: Three (3)**
- 4. Controller: Smartrise Engineering**
- 5. Machine Room Location: Third Floor, Room # 413**

iii. Elevator Name: South Keyed Elevator

- 1. Manufacturer: Dover**
- 2. Type: Traction**
- 3. Stops: Four (4)**
- 4. Controller: Smartrise Engineering**
- 5. Machine Room Location: South Sub-Basement, off Stair 8.**

iv. Elevator Name: Stage Lift

- 1. Manufacturer: Dover**
- 2. Type: Hydraulic, Two (2) Piston**
- 3. Stops: Three (3)**
- 4. Machine Room Location: Lower Level, Trap Room, Room #: 175.**

b. Two (2) Escalators:

i. Escalator Name: North (Up) Escalator

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- 1. Manufacturer:** Schindler, 9300 Escalator
- 2. Travel:** Lower Level to 1st Floor.
- 3. Location:** Lower Level, Museum Foyer/ North Side.
- 4. Machine Room Location:** Lower Level, Access Panel in Office Room #: 165.

ii. Escalator Name: South (Down) Escalator

- 1. Manufacturer:** Schindler, 9300 Escalator
- 2. Travel:** 1st floor to Lower Level
- 3. Location:** Lower Level, Museum Foyer/ North Side.
- 4. Machine Room Location:** Lower Level, Access Panel in Storage Room #: 189.

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EXHIBIT C - PRICING PAGES

Preventive Maintenance:

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>2,525.00</u>	x	12	=	\$ <u>30,300.00</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>185.00</u>	x	200	=	\$ <u>37,000.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$8,000.00	x	<u>1.15</u>	=	\$ <u>9,200.00</u>

Total Cost * \$ 76,500.00

* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

THYSSENKRUPP ELEVATOR
901 MORRIS STREET
CHARLESTON, WV 25301

Revised 06/08/18

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: _____



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

STATE OF WEST VIRGINIA,

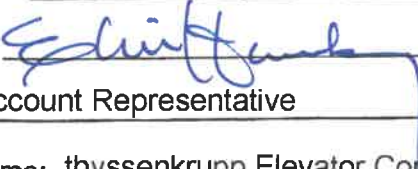
COUNTY OF Kanawha **, TO-WIT:**

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

1. I am an employee of thyssenkrupp Elevator Corporation ; and,
(Company Name)
2. I do hereby attest that thyssenkrupp Elevator Corporation
(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: 
Title: Account Representative
Company Name: thyssenkrupp Elevator Corporation
Date: January 28, 2020

Taken, subscribed and sworn to before me this 28th day of January, 2020.

By Commission expires April 25, 2024

(Seal)


(Notary Public)



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

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

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 Obligor, 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
Obligor 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

(R)

(Q)
(Name of Principal)

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

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
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.

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 Obligees, 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 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 _____ 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

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 6-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: January 28, 2020
Eric Hackney

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 28th day of January, 2020.

My Commission expires April, 25, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC


Purchasing Affidavit (Revised 01/19/2018)





West Virginia Division of Culture & History Cultural Center Elevator/Escalator Maintenance Bid DCH2000000003

Amendment No. 1

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by thyssenkrupp Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof, and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and thyssenkrupp Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by ThyssenKrupp Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of thyssenKrupp Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to thyssenKrupp Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an party Indemnified Party, or for bare allegations.

2. Any required parties shall be added to thyssenkrupp Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by thyssenkrupp Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by thyssenkrupp Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.

3. In no event shall thyssenkrupp Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

X

A handwritten signature in blue ink, appearing to read "Eric Hackney", written over a horizontal line.

Eric Hackney thyssenkrupp Elevator

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ThyssenKrupp Elevator Corporation
of 3100 Interstate N. Circle SE, Suite, Atlanta, GA 30339, as Principal, and Federal Insurance Company
of 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation organized and existing under the laws of the State of _____
IN _____ with its principal office in the City of Whitehouse Station, NJ as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, 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
Maintenance for elevators/escalators

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 Obligor 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 29th day of January, 2020

Principal Seal



ThyssenKrupp Elevator Corporation
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Contract Analyst
(Title)

Surety Seal

Federal Insurance Company
(Name of Surety)

[Signature]
Kimberly Bragg, Attorney-in-Fact

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


ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 29th day of January, 2020, 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®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kimberly Bragg

Surety Bond Number: Bid Bond
Obligee: State of West Virginia

each 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, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know 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 said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316696
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

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

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 29, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000525

Classification:

SPECIALTY


THYSSENKRUPP ELEVATOR CORPORATION
DBA THYSSENKRUPP ELEVATOR CORPORATION
3100 INTERSTATE N CIR SE 500
ATLANTA GA 30339, GA 30144-5876

Date Issued

Expiration Date

AUGUST 06, 2019

AUGUST 06, 2020



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.

Your Charleston Team

thyssenkrupp Elevator
901 Morris Street
Charleston, WV 25301
304-342-0187
www.thyssenkruppelevator.com



Adam Hackney
Branch Manager
Cell: 304-553-1133
Adam.Hackney@thyssenkrupp.com



Eric Hackney
Service Sales Manager
Cell: 304-552-8798
Eric.Hackney@thyssenkrupp.com



Dan Short
Service Superintendent
Cell: 304-747-8375
Dan.Short@thyssenkrupp.com

Our goal is to be your
dedicated partner,
deliver on our promises
and make things as
easy as possible.

There are nearly 12,000
of us who build, install,
service, repair and
modernize elevators and
escalators across the
Americas. And your
team is ready to give
you the exceptional
customer experience
you deserve.



Dan Fry
Account Manager
Cell: 304-541-8420
Dan.Fry@thyssenkrupp.com



Katy Petry
Service Administration
Cell: 304-550-8579
Katy.Petry@thyssenkrupp.com



Michelle Hackney
Safety Test Coordinator
Cell: 304-546-6519
Michelle.Hackney@thyssenkrupp.com



Tony Jones
New Installation/MOD Manager
Cell: 304-859-4673
Tony.Jones@thyssenkrupp.com



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**:

- ◆ 14 IUEC certified route mechanics and 2 dedicated Repair Teams managed out of the Charleston, WV office with combined experience of over 300 years
- ◆ Over 2,185 units serviced/maintained out of the Charleston, WV office located at 901 Morris Street
- ◆ 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 competitor's 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
- ◆ CSP 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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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 have **ADDITIONAL INSURED** provisions or 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 Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606	CONTACT NAME: Willis of Illinois, Inc. PHONE (A/C No.Ext): 312-288-7489 FAX (A/C No.Ext): 312-621-6866 E-MAIL ADDRESS: tke.certificates@willis.com														
INSURED THYSSENKRUPP ELEVATOR CORPORATION	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C: Indemnity Insurance Company of NA</td><td>43575</td></tr><tr><td>INSURER D: Agri General Insurance Company</td><td>42757</td></tr><tr><td>INSURER E: ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI Global Insurance Company	41343	INSURER B: ACE American Insurance Company	22667	INSURER C: Indemnity Insurance Company of NA	43575	INSURER D: Agri General Insurance Company	42757	INSURER E: ACE Fire Underwriters Insurance Company	20702	INSURER F:	
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INSURER A: HDI Global Insurance Company	41343														
INSURER B: ACE American Insurance Company	22667														
INSURER C: Indemnity Insurance Company of NA	43575														
INSURER D: Agri General Insurance Company	42757														
INSURER E: ACE Fire Underwriters Insurance Company	20702														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: SPECIMEN

REVISION NUMBER: SPECIMEN

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD 2574-64	10/01/2017	10/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS -COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS -COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																		
MED EXP (Any one person)	\$ 5,000																		
PERSONAL & ADV INJURY	\$ 2,000,000																		
GENERAL AGGREGATE	\$ 2,000,000																		
PRODUCTS -COMP/OP AGG	\$ 2,000,000																		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH09061083	10/01/2017	10/01/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
C B D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC64413570 (AOS) WLRC64413569 (CA,MA) WLRC64413582 (TN) SCFC64413594 (WI)	10/01/2017 10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018 10/01/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE -EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE -POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE -EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE -POLICY LIMIT	\$ 1,000,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT	\$ 1,000,000																		
E.L. DISEASE -EA EMPLOYEE	\$ 1,000,000																		
E.L. DISEASE -POLICY LIMIT	\$ 1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 0001 - Named Insured Includes: Thyssenkrupp Elevator Corporation - Address: 114 Town Park Drive, Suite 300 KENNESAW, GA 30144
Project Number: - Project Name: SPECIMEN

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

SPECIMEN

United States

Escalators Maintenance Tasks & Records (MTR).

Job Site Information

Building Name _____	Route Number _____
Building Address _____	City/State/Zip _____
Unit # US- _____	
Building Manager/Supt. _____	Location _____
Phone Number _____	Ext. _____
Building Engineer _____	Location _____
Phone Number _____	Ext. _____

Equipment Data

Escalator # _____ Conveyance ID _____ Unit Factory / Sales # _____
 Original Manufacturer _____ Controller Manufacturer _____
 Controller Supply Voltage _____
 Motor Manufacturer _____ Model _____ HP _____ Voltage _____

All AUTHORIZED THYSSENKRUPP ELEVATOR PERSONNEL applying signature, printed name, or initials to the MTER must first apply their signature, printed name, and initials in this identification box in pen.

Signature _____ Print Name _____ Initials _____

[illegible]

Escalator Maintenance Tasks (A17.1-2013 8.6.8)

[illegible]

Hydraulic Elevator Maintenance Tasks & Records (MTR).

Job Site Information

Building Name _____ Route Number _____
Building Address _____ City/State/Zip _____
Unit # US- _____
Building Manager/Supt. _____ Location _____
Phone Number _____ Ext. _____
Building Engineer _____ Location _____
Phone Number _____ Ext. _____

Equipment Data

Elevator # _____ Conveyance ID _____ Unit Factory / Sales # _____
Original Manufacturer _____ Controller Manufacturer _____
Controller Name _____ Controller Model _____
Controller Type: ☐ Simplex ☐ Duplex ☐ Group ☐ Other _____
Landings/Openings: _____ Valve Manufacturer Model _____
Door Equipment Manufacturer _____ Model _____
Controller Supply Voltage _____
Motor Manufacturer _____ Model _____ HP _____ Voltage _____
Pump Manufacturer _____ Model _____ Submersible _____ Belted _____
Main Piston Manufacturer _____ Packing Type/Sizes _____

All AUTHORIZED THYSSENKRUPP ELEVATOR PERSONNEL applying signature, printed name, or initials to the MTR must first apply their signature, printed name, and initials in this identification box in pen.

Signature

Print Name

Initials

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Hydraulic Maintenance Tasks (A17.1-2013 8.6.5)

Start Month _____ For the Year 20____		NA or ND	Min. Monthly Interval	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Machine Room / Spaces, Control Room / Spaces	1.5.1 Code Data Plate														
	1.6.3 Controllers and Wiring														
	1.6.5 Fire Extinguishers...														
	4.8 Machinery Spaces, Machine Rooms, Control Spaces, and Control Rooms														
	5.4 Tank Levels														
	5.6 Flexible Hoses and Fittings	NA													
	5.9 Relief-Valve Setting (Verify seal is intact.)														
	5.12 Anticreep														
	5.12 Low Oil Protection	NA													
	8.6 Special Provisions	11.1 Firefighters' Emergency Operation Log													
11.2 Two-Way Communication Means															
11.3 Access Keys															
11.4 Cleaning of a Car and Hoistway Transparent Enclosure		NA													
11.5 Emergency Evacuation Procedures for Elevators															
11.7 Operating Instructions for Means Specified		NA													
11.8 Egress and Reentry Procedure From Working Areas		NA													
11.9 Operating Instructions for Retractable Platforms		NA													
11.12 Examination After Safety Application**		NA													
11.14 Examination After Shutdown Due to Broken-Suspension-Member Detection Means**		NA													
8.6 Pit	4.3 Lubrication of Guide Rails														
	4.4 Oil Buffer**	NA													
	4.5 Safety Mechanisms**	NA													
	4.7 Cleaning of Pits														
	4.11 Runby **	NA													
	4.18 Compensation Sheaves and Switches **	NA													
	5.5 Gland Packings and Seals														
	5.5.1 Examination and Maintenance														
	5.5.2 Collection of Oil Leakage														
	5.8 Safety Bulkhead														
8.6 Hoistway	5.10 Runby and Clearances after Reropeing or Shortening **	NA													
	5.11 Cylinder Corrosion Protection and Monitoring	NA													
	5.13 Overspeed Valve Setting														
	4.7 Cleaning of Hoistways														
	4.12 Governors **	NA													
	4.14 Hoistway Access Switches														
	4.13.2 Kinetic Energy and Force Limitation for Automatic Closing, Horizontal Sliding Car and Hoistway Doors or Gates (2.13.4 & 2.13.5)	Door Force _____ [Torque] < 30 lbf Kinetic Energy _____ < 7 ft lb _f Reduced Torque Kinetic Energy _____ < 2.5 ft lb _f													
	4.15 Car Emergency System														
	4.16 Stopping Accuracy														
	8.6 Inside Car	4.1 Suspension and Compensating Means**	NA												
4.2 Governor Wire Rope**		NA													
4.3 Lubrication of Guide Rails															

Electric (Traction) Elevator Maintenance Tasks & Records (MTR).

Job Site Information

Building Name _____ Route Number _____
Building Address _____ City/State/Zip _____
Unit # US- _____
Building Manager/Supt. _____ Location _____
Phone Number _____ Ext. _____
Building Engineer _____ Location _____
Phone Number _____ Ext. _____

Equipment Data

Elevator # _____ Conveyance ID _____ Unit Factory / Sales# _____
Original Manufacturer _____ Controller Manufacturer _____
Controller Type _____ Controller Model _____
Landings/Openings: Front _____ Rear _____
Capacity in lbs. _____
Door Equipment Manufacturer _____ Model _____ Complexity _____
Controller Supply Voltage _____
Drive: ☐ MG ☐ SCR ☐ VVVF ☐ PWM ☐ Other _____
Drive Manufacturer _____ Model _____ HP _____ Voltage _____
Hoist Motor Manufacturer _____ ☐ AC ☐ DC HP _____ Voltage _____

The frequency of periodic inspections and tests are recommended by ASME A17.1-2007 (8.11.1.3 Periodic Inspections and Test Frequency). The frequency of maintenance intervals, as required by Section 8.6, are determined by tkEstimate program.

All AUTHORIZED THYSSENKRUPP ELEVATOR PERSONNEL applying signature, printed name, or initials to the MTR must first apply their signature, printed name, and initials in this identification box in pen.

Signature

Print Name

Initials

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Traction Maintenance Tasks (A17.1-2007 8.6.4)

INSTRUCTIONS: [1] Upon each regular visit, service personnel must print his / her name, date this maintenance log and check [✓] the corresponding box in the spaces provided. This log is not for use during callbacks, unless regular maintenance is also performed at that time. [2] If a task is not done during a regular visit, do not check the corresponding block. [3] Cross out those tasks listed below which are not applicable to this elevator [unit]. [4] Fill in Jobsite Information (front cover), Year & Month Starting, and Assigned Number of Visits.

Printed Name _____
 For the Year _____ and _____
 Month Starting _____

Assigned Number of Visits _____

Date _____

4,6,9,12 4,6,9,12 4,6,9,12 4,6,9,12 6,9,12 6,9,12 9,12 9,12 9,12 12 12 12

During each maintenance visit, observe and adjust/maintain as necessary:

Clean and Inspect Machine Room
 Stopping Accuracy + or - [0.5 in]
 Door Close Force [Torque] <30 lbf. # _____
 Car Door Reopening Devices
 Car Door, Gate Equipment, and Operator
 Car Stop Switch(es), Emer. Communications, Signals/Buttons, Alarm (Optional Switch/Buttons), Emer. Light and Ventilation
 Top of Car Operating [Insp.] Device, Incl. Stop Switch and Light
 Top of Car Optical Sensors/Leveling Devices and Car Top Selector
 Car Top Guide Shoes/Roller Guides
 Counterweight Guide Shoes/Roller Guides
 Hoistway Doors, Tracks, and Door Locks
 Clean and Inspect Car Top and Devices
 Car Bottom Guide Shoes/Roller Guides
 Clean and Inspect Pit Condition, Pit Lighting, and Stop Switch
 Hoist Machine and Motor
 Brake Operation
 Rope Gripper Operation
 Motor Generator Set
 Selector and Related Components
 Governor(s), Car, and Counterweight
 Tachometer/Encoder

Annually inspect these items and observe and adjust/maintain as necessary:

Traveling Cable[s]
 Hitch Plates and Rope Fastening
 Counterweight Frame, Sheave, and Safeties (if provided)
 Overhead, Car Top, and Hoisting Sheaves
 Directional/Final Limits
 Rail Mounted Roller Switches
 Derailment Detector
 Clean and Inspect Hoistway
 Car and Counterweight Buffers
 Compensation Sheaves/Ropes/Chains
 Governor Tail Sheave/Clearances
 Car Safeties and SOS
 PC Cards
 Drive Transformer/Inverters
 Brake
 Inspect and Lubricate Hoist Ropes
 Seismic Devices
 Door Close Kinetic Energy
 Rails and Brackets

Additional Items:



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

Christopher A. McGhee

Student Certification # [REDACTED]

Hire Date: **9/26/2008**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Wednesday, August 14, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	7/8/2009	500 - Installation	1/9/2012
200 - Hoistway Structures	7/8/2009	600 - Solid State	1/18/2011
300 - Electrical Fundamentals	6/25/2010	700 - Power & Logic	6/17/2011
400 - Electrical Theory & Application	6/25/2010	800 - Advanced Topics in Elevators	6/29/2012

Mechanic Exam Certificate Granted on 11/20/2012**Other Certificates:**

(2016, 8 Hours) 8-Hour Hoistway Maintenance
 (2016, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2015) CE019Prep - Welding Course Preparation
 (2014, 8 Hours) Testing Hydraulic Elevators
 (2018) Welding 4G

(2014, 8 Hours) 8-Hour Hoistway Maintenance
 (2017, 16 Hours) Advanced Hydraulic Valve Operation With Simulator
 (2011, 24 Hours) Mechanic Exam Review
 (2017) Welding 3G

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

5/2010



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Christopher A. McGhee

Certification #: [REDACTED]

Hire Date: 9/26/2008

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell
National Director
Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	7/8/2009	500 - Installation	1/9/2012
200 - Hoistway Structures	7/8/2009	600 - Solid State	1/18/2011
300 - Electrical Fundamentals	6/25/2010	700 - Power & Logic	6/17/2011
400 - Electrical Theory & Application	6/25/2010	800 - Advanced Topics in Elevators	6/29/2012

Mechanic Exam Certificate Granted on 11/20/2012

Other Certificates

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

Michael D. McGhee

Student Certification # [REDACTED]

Hire Date: **9/1/1994**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Wednesday, August 14, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	12/11/2002	500 - Installation	7/20/2004
200 - Hoistway Structures	12/11/2002	600 - Solid State	3/11/2003
300 - Electrical Fundamentals	9/15/2000	700 - Power & Logic	3/11/2003
400 - Electrical Theory & Application	9/15/2000	800 - Advanced Topics in Elevators	7/20/2004

Mechanic Exam Certificate Granted on 11/30/2004**Other Certificates:**

(2016, 8 Hours) 8-Hour Hoistway Maintenance
 (2018, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2018, 8 Hours) 8-Hour Machine Room Maintenance
 (2010, 8 Hours) 8-Hour Machine Room Maintenance
 (2013, 8 Hours) Meters
 (2012, 8 Hours) Testing Hydraulic Elevators
 (2017) Welding 3G

(2013, 8 Hours) 8-Hour Hoistway Maintenance
 (2016, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2011, 8 Hours) 8-Hour Machine Room Maintenance
 (2015) CE019Prep - Welding Course Preparation
 (2014, 8 Hours) Testing Hydraulic Elevators
 (2015, 8 Hours) Testing Traction Elevators
 (2018) Welding 4G

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

5/2010



National Elevator Industry Educational Program

Eleven Larsen Way -- Attleboro Falls, MA 02763-1068

(508) 699-2200 -- Fax: (508) 699-2495

Student Certificate Statement

Michael D. McGhee

Certification #: [REDACTED]

Hire Date: 9/1/1994

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM (NEIEP) CERTIFIES THAT THE PERSON IDENTIFIED ABOVE HAS, IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE CURRICULUM BELOW.

John J. O'Donnell
National Director
Wednesday April 16, 2014

4 Years of Required Curriculum have been completed

Apprentice Course	Date Granted	Apprentice Course	Date Granted
100 - Trade Skills	12/11/2002	500 - Installation	7/20/2004
200 - Holstway Structures	12/11/2002	600 - Solid State	3/11/2003
300 - Electrical Fundamentals	9/15/2000	700 - Power & Logic	3/11/2003
400 - Electrical Theory & Application	9/15/2000	800 - Advanced Topics in Elevators	7/20/2004

Mechanic Exam Certificate Granted on 11/30/2004

Other Certificates

(2010, 8 Hours) 8-Hour Machine Room Maintenance
(2012, 8 Hours) Testing Hydraulic Elevators

(2011, 8 Hours) 8-Hour Machine Room Maintenance
(2013, 8 Hours) Meters

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

7/2013



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

Malcolm W. Kirk Jr.

Student Certification # [REDACTED]

Hire Date: **9/1/1987**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Wednesday, August 14, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	10/2/1998	500 - Installation	3/10/2000
200 - Hoistway Structures	10/2/1998	600 - Solid State	8/3/1999
300 - Electrical Fundamentals	4/12/2000	700 - Power & Logic	8/3/1999
400 - Electrical Theory & Application	4/12/2000	800 - Advanced Topics in Elevators	3/10/2000

Mechanic Exam Certificate Granted on 4/12/2000**Other Certificates:**

(2014, 8 Hours) 8-Hour Hoistway Maintenance
 (2018, 8 Hours) 8-Hour Machine Room Maintenance
 (2010, 8 Hours) 8-Hour Machine Room Maintenance
 (2015, 8 Hours) LULA Unit 1
 (2014, 8 Hours) Testing Hydraulic Elevators
 (2012) West Virginia State Licensing
 (2010) West Virginia State Licensing

(2018, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2012, 8 Hours) 8-Hour Machine Room Maintenance
 (2017) CE019Prep - Welding Course Preparation
 (2016, 8 Hours) LULA Unit 2
 (2011, 8 Hours) Testing Hydraulic Elevators
 (2011) West Virginia State Licensing

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

5/2010



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

Martin N. Skiles

Student Certification #: [REDACTED]

Hire Date: **2/18/2003**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Thursday, August 15, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	8/11/2006	500 - Installation	7/14/2006
200 - Hoistway Structures	8/11/2006	600 - Solid State	7/10/2008
300 - Electrical Fundamentals	7/15/2005	700 - Power & Logic	7/10/2008
400 - Electrical Theory & Application	7/15/2005	800 - Advanced Topics in Elevators	7/14/2006

Mechanic Exam Certificate Granted on 12/8/2008**Other Certificates:**

(2018, 8 Hours) 8-Hour Hoistway Maintenance
 (2018, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2012, 8 Hours) 8-Hour Machine Room Maintenance
 (2015) CE019Prep - Welding Course Preparation
 (2013, 8 Hours) Meters
 (2018) Welding 3G

(2016, 8 Hours) 8-Hour Hoistway Maintenance
 (2016, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2017, 16 Hours) Advanced Hydraulic Valve Operation With Simulator
 (2007, 24 Hours) Mechanic Exam Review
 (2014, 8 Hours) Rack and Pinion Hoists
 (2018) Welding 4G

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

5/2010



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

Kenny R. Caldwell

Student Certification #: [REDACTED]

Hire Date: **5/10/1999**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Wednesday, August 14, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	7/20/2004	500 - Installation	4/14/2003
200 - Hoistway Structures	7/20/2004	600 - Solid State	6/26/2003
300 - Electrical Fundamentals	9/15/2000	700 - Power & Logic	6/26/2003
400 - Electrical Theory & Application	9/15/2000	800 - Advanced Topics in Elevators	4/14/2003

Mechanic Exam Certificate Granted on 11/30/2004**Other Certificates:**

(2017) 2019 General Instructor Orientation
 (2014, 8 Hours) 8-Hour Hoistway Maintenance
 (2018, 8 Hours) 8-Hour Machine Room Maintenance
 (2014) ATTC - Adv. Train the Trainer
 (2019) COMP1 - Computer Training
 (2019, 4 Hours) Harassment and Discrimination in the Workplace
 (2017, 4 Hours) Harassment and Discrimination in the Workplace
 (2016) Hydro Valve Lab Workshop
 (2018) MSLWS - Motor Alignment Lab Workshop
 (2015) OSHA 502
 (2019) Roger Williams University - Certificate in Classroom Instruction
 (2016, 8 Hours) Testing Hydraulic Elevators
 (2018, 8 Hours) Testing Traction Elevators

(2017) 2019 RC100 Instructor Orientation
 (2016, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2010, 8 Hours) 8-Hour Machine Room Maintenance
 (2009) BTTC - Basic Train the Trainer
 (2013, 8 Hours) Door Operator Series
 (2018, 4 Hours) Harassment and Discrimination in the Workplace
 (2013) HCLWS - Hydraulic Controller Lab Workshop
 (2003, 24 Hours) Mechanic Exam Review
 (2011) OSHA 500
 (2012, 8 Hours) Rack and Pinion Hoists
 (2013) SSLWS - Solid State Workshop
 (2011, 8 Hours) Testing Hydraulic Elevators

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

Under the Family Educational Rights and Privacy Act of 1974, as amended, the information contained on this transcript may not be released to any other party without the written consent of the student.

5/2010



National Elevator Industry Educational Program

Eleven Larsen Way << Attleboro Falls, MA 02763-1068

(508) 699-2200 << Fax: (508) 699-2495

Student Certificate Statement

THE NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM CERTIFIES THAT

James W. Given

Student Certification #: [REDACTED]

Hire Date: **5/22/2007**

HAS IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE NEIEP BOARD OF TRUSTEES, SUCCESSFULLY COMPLETED THE BELOW CURRICULUM.

NATIONAL DIRECTOR

Wednesday, August 14, 2019

4 Years of Required Curriculum have been completed

Apprentice Course	Date Completed	Apprentice Course	Date Completed
100 - Trade Skills	7/8/2009	500 - Installation	7/10/2008
200 - Hoistway Structures	7/8/2009	600 - Solid State	1/18/2011
300 - Electrical Fundamentals	6/25/2010	700 - Power & Logic	6/17/2011
400 - Electrical Theory & Application	6/25/2010	800 - Advanced Topics in Elevators	7/10/2008

Mechanic Exam Certificate Granted on 11/28/2011**Other Certificates:**

(2016, 8 Hours) 8-Hour Hoistway Maintenance
 (2018, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2018, 8 Hours) 8-Hour Machine Room Maintenance
 (2015) CE019Prep - Welding Course Preparation
 (2014, 8 Hours) Testing Hydraulic Elevators
 (2017) Welding 4G

(2014, 8 Hours) 8-Hour Hoistway Maintenance
 (2016, 8 Hours) 8-Hour Hydraulic Elevator Maintenance
 (2012, 8 Hours) 8-Hour Machine Room Maintenance
 (2010, 24 Hours) Mechanic Exam Review
 (2017) Welding 3G
 (2012) West Virginia State Licensing

The curriculum years listed on this certificate only include years for which the student has completed all the required courses as of the date of this statement. Please retain this important record of your completed NEIEP curriculum years.

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5/2010

Certified Elevator Technician

CET ID# [REDACTED]

Expires **12/31/2005**

Shane T Perry
CET

John H. Herwig, Chairman
NAEC Certification Board

Issued: **6/13/2005**

Governor: **Office of Miners' Health, Safety & Training**

Class: **32 Safety Sensitive Personnel**
Certification No: **SSP-9626**

PERRY, SHANE T.

DOI: **02-07-2014**
DOE: **N/A**
Reg 9 - **Charleston**

Eugene White
Director

NAESA International

This certifies that the person named herein has been a member in good standing since: **6/26/2002**

Valid Through June 30, **2004**

SHANE T PERRY
Class: **A**

NAESA International
Exp Date 6-30-06 MBR

T W I C

Expires **02AUG2013**

PERRY, SHANE T

Transportation Worker Identification Credential

NAESA International

This is to certify that **SHANE T PERRY** is qualified as an **ELEVATOR SAFETY INSPECTOR**

Certification No: [REDACTED]
Effective Date: **9/22/03**
Expiration: **9/30/2003**

OEI

Richard A. [Signature]
EXECUTIVE DIRECTOR

NAESA International
Exp Date 6-30-06 OEI

@South Charleston Site
MURPHY ELEVATOR CO., INC. THE

2/09/2010

SHANE PERRY
RTC ID# **239186**

Reciprocal Courses Exp Date
03/09 02/10

OSHA

U.S. Department of Labor
Occupational Safety and Health Administration

Shane Perry

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

Wm. East
(Trainer)

12/27/05
(Date)

Contractor Partner

Murphy Elevator

Shane Perry

Site Orientation Expires: 12/09/2011



West Virginia Division of Labor
Elevator Mechanic License

License Number: [REDACTED]

Issued To:

Shane T. Perry

Expiration Date:

1/31/2021

A handwritten signature in blue ink, which appears to read "Mitchell E. Washburn".

Authorized Signature



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

License Number: [REDACTED]

Issued To:

Malcolm W. Kirk, Jr.

Expiration Date:

12/31/2020

Mitchell E. Woodman

Authorized Signature

West Virginia Division of Labor
Elevator Mechanic License



License Number: [REDACTED]

Issued To:

Michael D. McGhee

Expiration Date:

1/31/2021

A handwritten signature in blue ink, reading "Mitchell E. Washburn", is written over a horizontal line.

Authorized Signature

West Virginia Division of Labor
Elevator Mechanic License



License Number: [REDACTED]

Issued To:

Christopher A. McGhee

Expiration Date:

4/30/2021

A handwritten signature in blue ink, reading "Mitchell E. Washburn".

Authorized Signature

West Virginia Division of Labor
Elevator Mechanic License



License Number: [REDACTED]

Issued To:

Martin N. Skiles

Expiration Date:

7/31/2020

A handwritten signature in blue ink, appearing to read "Mitchell E. Woodman".

Authorized Signature



West Virginia Division of Labor
Elevator Mechanic License

License Number: [REDACTED]

Issued To:

Kenny R. Caldwell

Expiration Date:

4/30/2021

A handwritten signature in blue ink, reading "Mitchell E. Woodrum".

Authorized Signature

West Virginia Division of Labor
Elevator Mechanic License



License Number: [REDACTED]

Issued To:

James W. Given

Expiration Date:

1/31/2021

A handwritten signature in blue ink, appearing to read "Mitchell E. Washburn", written over a horizontal line.

Authorized Signature