



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

# Request for Quotation

RFQ NUMBER  
**DEN1641**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32  
 304-558-0492**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946**

DATE PRINTED <b>04/13/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/24/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-13		
<p><b>ELEVATOR MAINTENANCE</b></p> <p>MAINTENANCE CONTRACT TO PROVIDE REPAIRS AND MONTHLY PREVENTATIVE MAINTENANCE ON TWO (2) ELEVATORS LOCATED AT DENMAR CORRECTIONAL CENTER, HILLSBORO, POCAHONTAS COUNTY.</p> <p>1 - SERGE ELEVATOR (ESTIMATED YEAR 1938)            1 - DOVER ELEVATOR (ESTIMATED YEAR 1953)</p> <p>A MANDATORY ON-SITE PRE-BID WILL BE HELD ON 5/4/06 AT 1:00 PM. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID.</p> <p>ADDITIONAL SPECIFICATIONS ARE ATTACHED</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230



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BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</b></p> <p><b>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> <p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</b></p>						

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<p><b>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>REV. 9/98</b></p> <p><b>EXHIBIT 6</b></p> <p><b>PRICE ADJUSTMENT PROVISION:</b>            THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p><b>PREFERRED TERMS:</b>            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p>						

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<p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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<p>REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF</p>						

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<p>PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p>						

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<p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE            BID OBSERVER            BUILDING 1, ROOM W114            1900 KANAWHA BOULEVARD, EAST            CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p> <p>RFQ. NO.: DEN1641</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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***** THIS IS THE END OF RFQ      DEN1641 ***** TOTAL:						_____

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WV-36 STATE OF WEST VIRGINIA  
REV. 10/81 PURCHASING CONTINUATION SHEET

BUYER	REQ NO.
	DEN1641
SPENDING UNIT	
DENMAR CORRECTIONAL CENTER	
HILLSBORO, WV 24946	

VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		<p><b>GENERAL CONDITIONS:</b></p> <p>The Contractor shall provide for all taxes, permits, fees, liability insurance, Workers' Compensation, and any other items necessary to render owner free and harmless from all claims arising from services performed under this contract. Contract insurance, liability and compensation insurance shall be sufficient to cover Contractor's employees and the public in general.</p> <p>It is agreed that the contractor does not assume possession or control of the wiring diagrams, blueprints, or any equipment or part thereof, but such shall remain the property of the owner. Elevator controllers or control equipment shall not be proprietary (meaning one company has the only access code or tool to make adjustments or changes). Otherwise if proprietary equipment is installed, the tool, keyboard and/or all necessary instructions shall become the property of Denmar Correctional Center.</p> <p>The Contractor shall not be liable for any loss, damage or delay due to cause beyond his reasonable control.</p> <p>The following specifications/publications of the latest issue in effect on the date of the bid opening shall form a part of this specification. The Contractor will meet all legal requirements and professional standards, federal, state, and local regulations relevant to each area of service within their profession.</p> <p>"AMERICAN STANDARD SAFETY PRACTICES FOR THE INSPECTION OF ELEVATORS" A 17.2---ASA</p> <p>"AMERICAN STANDARD SAFETY CODE FOR ELEVATORS," A 17.1---ASA</p> <p>Prior to submitting his bid, each Contractor will make an inspection of all the major equipment, including cables, associated with each elevator that is covered by this contract. Contractor will then furnish with his bid his evaluation of major equipment and cables that might require replacement during the potential three year term of this contract that would entail extra cost to the owner above the contract terms. Contractor</p>		

WV-36 STATE OF WEST VIRGINIA  
 REV. 10/81 PURCHASING CONTINUATION SHEET

BUYER		REQ NO.
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VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		<p>will furnish with his bid his proposed program of routine equipment inspections and typical preventive maintenance to be performed on each elevator.</p> <p>All preventive maintenance shall be performed during regular business hours in an eight (8) hour day, Monday through Friday, legal holidays excluded. In the event of equipment being shut down due to failure of equipment or controls, the contractor shall cause at least one of his competent mechanics to be on site to make necessary repairs within twenty-four (24) hours after being contacted by Denmar staff. Mechanic(s) shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Contractor shall maintain a continuous emergency telephone service where they can be reached after normal business hours everyday, (seven days a week, Sundays and Holidays included). The emergency telephone number is:                      (     )     -</p> <p><b>COMPETENCE OF CONTRACTOR:</b>                      All work shall be performed by skilled mechanics of the trade directly employed and supervised by the Contractor. The Contractor shall have in his direct employment, the necessary organization and proper facilities to properly fulfill all the services required. He must employ only skilled, competent and trained elevator personnel, and must provide evidence they have a through working knowledge of the engineering data, wiring layouts, and materials of the specified elevator and/or equipment.</p> <p>Contractor will submit with his bid background information on his company, facilities, experience and qualifications of personnel as this relates to the service required in this contract. This information will be taken into consideration in awarding this contract as it may affect the probable performance of the contractor in regard to efficiency and cost.</p>		

WV-36 STATE OF WEST VIRGINIA  
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VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		<p><b>SCOPE OF WORK:</b></p> <p>Contractor will be responsible for performing both preventative and corrective maintenance so as to assure the operational reliability and safety of the two elevators located in the main lobby and kitchen area of Denmar Correctional Center.</p> <p>Contractor shall submit with his bid his proposed schedule of inspections and preventive maintenance procedures that he typically performs on each type of elevator. Under the preventive maintenance program, contractor will furnish and have readily available all lubricants, grease, and other miscellaneous supplies and materials to keep the elevator in good operating condition at all times.</p> <p>Contractor shall perform on an agreed to preventive maintenance schedule such items as follows: properly lubricate all sheaves, bearings on motor operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The contractor shall use only lubricants recommended by the manufacturer. The contractor shall keep the guide rail clean and properly lubricated. The contractor shall supply as and when necessary the following parts and supplies: oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping cloths, etc.</p> <p>The contractor shall equalize the tensions on all hoisting ropes, brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, and bottoms of platforms.</p> <p>Contractor shall perform all adjustments and work necessary to initially adjust and maintain elevators at the specified speed; adjust or replace all safety devices including governors; examine and equalize tension of all hoisting, compensating and governor ropes as necessary to insure maintenance of adequate safety factors in accordance with the manufacturer's specifications.</p> <p>Contractor shall maintain the efficiency, safety and speeds specified for each elevator at all times, including acceleration, retardation, contract speed in feet per minute, with and without</p>		

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HILLSBORO, WV 24946		

VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		<p><u>full load, and floor to floor door opening and closing time.</u></p> <p>Contractor agrees to maintain a supply of genuine manufacturer or equal spare lending and replacement parts in their warehouse inventory. This inventory will include, but is not limited to: generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contradts, selector contradts, solid state components, selector tapes, door hangers, solid state control boards, rollers, hoistway limit switches, such spare lending and replacement parts will be kept in contractor's inventory or available immediately from contractor's source of supply.</p> <p><u>RECORDS AND REPORTING:</u></p> <p>Contractor's representative shall report to the Associate Warden of Operations or a designated representative prior to performing any work specified in this specification. Contractor shall provide and keep current a suitable chart which entries shall be made to indicate the status of all servicing and maintenance work performed and status reports shall be submitted to the Associate Warden of Operations monthly. This chart shall remain on-site at Denmar Correctional Center.</p> <p>Contractor will submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations (or designated representative) for approval after all such service, inspections, or repairs are completed.</p> <p>Contractor shall maintain a complete, orderly and chronological life including drawings, parts lists, wiring diagrams and log of all preventive maintenance and other repairs on each elevator.</p> <p>The successfuf vendor shall not at any time sell, convey, transfer, mortgage, pledge, or assign this contract, either in whole, or in part, nor any of its rights, title, interests or privileges hereunder, nor sublease, or sublet any of the facilities, or any part thereof.</p>		

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VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		<p><b>COST:</b></p> <p><b><u>PREVENTIVE MAINTENANCE:</u></b>                      TOTAL COST OF EACH PREVENTIVE MAINTENANCE SERVICE VISIT. PORTAL TO PORTAL TOTAL COST TO INCLUDE TRAVEL TIME FOR MECHANICS AND HELPERS, MILEAGE AND/OR ANY OTHER ASSOCIATED COSTS, TO INCLUDE HOURS SPENT ON-SITE AT DENMAR CORRECTIONAL CENTER.</p> <p style="padding-left: 40px;">TOTAL COST FOR PREVENTIVE MAINTENANCE PER VISIT:                      TOTAL COST:</p> <p><b><u>SAFETY TEST:</u></b>                      ANNUAL SAFETY TEST AND FIVE YEAR FULL LOAD SAFETY TEST: THESE TESTS ARE TO BE PERFORMED AS PRESCRIBED IN THE AMERICAN NATIONAL STANDARDS SAFETY CODE FOR ELEVATORS (A17.1 ---- ASA). PORTAL TO PORTAL TOTAL COST TO INCLUDE TRAVEL TIME FOR MECHANICS AND HELPERS, MILEAGE COST AND/OR ANY OTHER ASSOCIATED COSTS, TO INCLUDE HOURS ON-SITE AT DENMAR CORRECTIONAL CENTER. ALL TEST RESULTS MUST BE RECORDED ON AN ELEVATOR MAINTENANCE CHART AS WELL AS ALL OTHER TEST REPORTING DOCUMENTS. COPIES OF THE CERTIFIED TEST REPORTS WILL BE PROMPTLY SUBMITTED TO DENMAR CORRECTIONAL CENTER UPON COMPLETION OF THE ANNUAL TEST AND FIVE YEAR LEAD LOAD TEST.</p>		

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VENDOR:

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
		TOTAL COST FOR ANNUAL SAFETY TEST FOR TWO ELEVATORS:		
		TOTAL COST FOR FIVE YEAR FULL LOAD TEST FOR TWO ELEVATORS:		
		REPAIRS BEYOND THE SCOPE OF PREVENTIVE MAINTENANCE:		
		1) PORTAL TO PORTAL COST TO INCLUDE TRAVEL TIME FOR MECHANIC(S) AND HELPER(S), MILEAGE COST AND/OR ANY OTHER RELATED EXPENSES. (DOES NOT INCLUDE HOURS ON-SITE AT DENMAR CORRECTIONAL CENTER.		
		2) HOURLY RATE TO CHECK AND/OR REPAIR AFTER ARRIVAL AT DENMAR CORRECTIONAL CENTER (PLUS PARTS).		
		MECHANIC(S)		
		HELPER(S)		
		3) OVERTIME WILL COMMENCE AFTER _____ HOURS ON-SITE AT DENMAR CORRECTIONAL CENTER. OVERTIME RATE SHALL BE:		
		MECHANIC(S)		
		HELPER(S)		
		4) A MARK-UP OF _____ % WILL BE ADDED TO ANY REPAIR PARTS BEYOND THE SCOPE OF PREVENTATIVE MAINTENANCE SUPPLIES AND MATERIALS.		
		5) ESTIMATED MILEAGE FROM CONTRACTORS SITE TO DENMAR CORRECTIONAL CENTER: _____		
		6) ESTIMATED TRAVEL TIME FROM CONTRACTORS SITE TO DENMAR CORRECTIONAL CENTER: _____ HOURS		

# AFFIDAVIT

## West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

## 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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

## EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

## LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

## CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_