



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
 MMB60285

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 B FRANCISCO
 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/13/2006				

BID OPENING DATE: 04/25/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION OPEN-END BLANKET ORDER THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR ELEVATOR MAINTENANCE SERVICES FOR MILDRED MITCHELL-BATEMAN HOSPITAL. SCHEDULE OF EVENTS: RELEASE OF RFQ: MARCH 17, 2006 MANDATORY PRE-BID: APRIL 4, 2006 AT 10:00 AM AT MM-B HOSPITAL IN THE ADMINISTRATIVE BUILDING CONFERENCE ROOM VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE: (CLOSE OF BUSINESS) ON APRIL 3, 2006 RESPONSE TO QUESTIONS/ADDENDUM ISSUED: APRIL 11, 2006. BID OPENING DATE: APRIL 25, 2006 PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) MMB60285 REQUEST FOR QUOTATION (8 PAGES) 2) WV-96 AGREEMENT ADDENDUM (1 PAGE) 3) AFFIDAVIT (1 PAGE) 4) WV STATE GOV. HIPAA BUSINESS ASSOCIATE ADDENDUM (3 PAGES) THE ADDRESS: MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVENUE HUNTINGTON, WV 25705						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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



State of West Virginia
 Department of Administration
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BID OPENING DATE: 04/25/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-13		
ELEVATOR MAINTENANCE SERVICE						
OPEN END						
ELEVATOR MAINTENANCE SERVICE CONTRACT						
TO FURNISH FULL SERVICE AND MAINTENANCE ON ALL ELEVATORS IDENTIFIED UNDER THE "EQUIPMENT LISTING" HEADING - IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
PREFERENCE CERTIFICATE						
REQUISITION NO.: MMB60285						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
() 1. 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						
() 2. BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION AND HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST						

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<p>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>() 3. BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED (100) 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 REASON CHECKED:</p> <p>() 1. 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 WILL BE CONTINUOUS RESIDENTS OF WEST VIRGINIA FOR THE TWO (2) YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 2. BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED (100) 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 (100) 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 WILL BE CONTINUOUS RESIDENTS OF</p>						

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<p>WEST VIRGINIA FOR THE TWO (2) YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 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 style="text-align: right;">BIDDER: -----</p>						

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<p>TITLE: -----</p> <p>SIGNED: -----</p> <p>DATED: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A & B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM OF 5% PREFERENCE FOR BOTH "A & B". (REV. 3/96)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: 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 W118 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:	FILE 22				
	REQ. NO.:	MMB60285				
	BID OPENING DATE AND TIME: APRIL 25, 2006 AT 1:30 PM					
	***** THIS IS THE END OF RFQ MMB60285 ***** TOTAL:					

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REQUEST FOR QUOTATION

I. GENERAL INFORMATION

- 1.1 Request for Quotation to provide all labor, material, equipment, supplies and parts to perform preventive and corrective maintenance on the elevators at Mitchell-Bateman Hospital located at 1530 Norway Avenue, Huntington, WV 25709.
- 1.2 All work shall be performed by skilled mechanics of the trade directly employed and supervised by the contractor. Except for call back services, hereinafter provided, all work shall be performed during regular established hours of the elevator trade, eight hours per day, Monday through Friday, Legal Holidays excluded.
- 1.3 The following specifications/publications of the latest issue in effect on the date of the bid opening shall form a part of this specification.

"American Standard Safety Practice for the Inspection of Elevators" A 17.2 - ASA

"American Standard Safety Code for Elevators", etc. A 17.1 - ASA
- 1.4 A mandatory vendor pre-bid is scheduled for April 4, 2006 at 10:00 am at the Mildred Mitchell-Bateman Hospital. The meeting will be located in the Administrative Building Conference Room. Failure to attend the pre-bid conference will result in bid disqualification. 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.
- 1.5 The contractor will furnish, with his bid, an evaluation of major equipment and cables that might require replacement during the potential three year term of this contract that would entail extra costs to the owner above the contract terms. Also, he will furnish with his bid his planned program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.

2. COMPETENCE OF CONTRACTOR:

- 2.1 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 that they have a thorough working knowledge of the engineering data, wiring, layouts and materials of the specified elevator and/or equipment.

3. SCOPE OF WORK:

- 3.1 Contractor will be responsible for performing both preventive and corrective maintenance so as to assure the operational reliability and safety of the elevators. Contractor shall submit with his bid his proposed schedule of inspections and preventive maintenance procedure that he typically performs on each type of elevator. Under the preventive maintenance program, contractor will furnish and install parts that appear to be nearing a point of failure as necessary to keep the elevator in good operating condition at all times.
- 3.2 Contractor shall maintain the efficiency, safety and speed specified for each elevator at all times, including acceleration, retardation, contract speed in feet per minute, with and without full load, and floor door opening and closing time.
- 3.3 Contractor shall perform all necessary examinations, adjustments, and work necessary to initially adjust or replace all safety devices including governors; examine and equalize tension of all hoisting, compensating and governor ropes; all as necessary to insure maintenance of adequate safety factors in accordance with the manufacturer's specifications.
- 3.4 The preventive maintenance program shall include, but is not limited to, cleaning, painting, lubricating, packing, adjusting, calibrating, repairing, furnishing and replacing of parts and equipment and the furnishings of all equipment and parts as required by the manufacturer's specifications. To include but not limited to the following: bearing brakes, magnet coils, brakes, buffers, counter-weights, car safety devices, controller parts, communication, coils contracts, cams, car and hoist way door hangers, control panel, corridor position indicators, car door operators, or operation panels, car door operating devices, car flooring, car lights (except bulbs and fluorescent tubes), door operating devices, door tracks and guides, electric wiring, fuses, gears, generators, guide shoes, date hangers, governors, hall lanterns, heaters for oil reservoirs, hoist machine, interlocks, indicators, leveling devices, lamp bulb replacement in all fixtures (except general car lighting), magnet frames, motor, motor generator sets, coiling devices, rotating elements, pump and valves for hydraulic elevators, packing for pistons, push button, resistance for motor and controllers, relays, sheaves, selectors, switches on car and hoist way, starters, signal bell, signal systems, thrusts, tension frames, telephone cables, terminal and slow down devices, traveling cables, under care safeties, worms, windings, wire ropes, and cables. Also included shall be step rollers, step treads, steps, comb plates and handrails.
- 3.5 Contractor shall perform on an agreed-to-preventive maintenance schedule such items as follows: properly lubricate all shelves, 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, except when roller type guides are involved, no rail lubrication shall be used. The Contractor shall supply as and when necessary the following parts and supplies; oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping clothes, paints, etc. All lubricants shall be stored in a contractor furnished metal cabinet in each machine room. The motor windings are to be periodically treated with proper insulation compound.

- 3.6 Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety: to equalize the tensions on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
- 3.7 Replacement ropes shall meet all code requirements and to be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacture. When necessary, the Contractor shall replace guide shoes on elevator or manufacture when necessary. The Contractor shall replace guide shoes or rollers necessary to maintain standards of cleanliness. The Contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottoms of platforms, and remove and dispose of dirt from machine room floors.
- 3.8 The Contractor shall provide for all taxes, permit fees, general liability insurance in the amount of \$250,000.00, worker's compensations 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.
- 3.9 It is agreed that the contractor does not assume possession or control of the wiring diagrams, blueprints, not 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 property of owner.
- 3.10 The Contractor shall not be liable for any loss, damage or delay due to abuse beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief or acts of god.

4. SPARE PARTS:

- 4.1 Contractor agrees to maintain a supply of genuine manufacture or equal spare pending and replacement parts in warehouse inventory. This inventory will include, but is not limited to: generator elements, door operator motors, brake magnets,

generator and motor brushes, controller switch contacts, selector tapes, door hangers, solid state control boards, rollers, hoist way limit switches. Such spare pending and replacement parts will be kept in the Contractor's warehouse inventory or available immediately from contractor's source of supply

5. CALL BACK SERVICE:

- 5.1 In the event of equipment being shut down due to failure of equipment or controls, the Contractor shall within a reasonable amount of time, cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said 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 a year. Reasonable response time shall be within four to six hours from time call is received.
- 5.2 In the event of failure of equipment or controls, and should staff and patients be on the elevator when equipment fails, the Contractor shall cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said 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 a year. Reasonable response time shall be within two (2) hours from time call is received.

6. INSPECTION AND TESTING:

- 6.1 Contractor shall examine periodically all safety devices, such as, SD relief valves and governors, also performing an annual no load safety test. This will occur:

During the month of _____, a five (5) year full load test will be performed as prescribed under rule 100.46 of the 1991 ANSI Code. Such test shall be performed and results duly recorded on the machine room maintenance chart as well as all other test. Reporting document, this test will occur during the month of _____, copies of the certified test reports will be promptly submitted to the owner upon completion of the annual test and five year load test. Price included in Maintenance.

7. MATERIALS, TOOLS AND EQUIPMENT STORAGE:

- 7.1 After award of this contract, the Contractor shall submit to the owner a list of genuine manufacturer's part or equal that he will store at job site for emergency or quick replacement. All replacement parts, lubricants, cleaning, etc. shall be kept in suitable contractor furnished metal cabinet at the elevator machine room. This cabinet will be secured with a pad lock to which only Contractor's personnel will possess a key.

8. RECORDS AND REPORTING:

- 8.1 Contractor's representative shall report to the owner or his designated representative prior to performing any work specified in this specification, Contractor shall provide and keep current a suitable chart, posted in the machine room of the elevators on which entries shall be made to indicate the status of all servicing and maintenance work performed and status reports shall be submitted to the owner, or his designated representative monthly.
- 8.2 Contractor shall maintain a complete, orderly and chronological file including drawings, parts lists, wiring diagrams and log of callbacks and repairs on each elevator. Contractor shall maintain updated contract wiring diagrams for each elevator in each machine room. These wiring diagrams shall be permanently mounted on full size display panels near the elevator controllers. These wiring diagrams are to remain on the property of the State of West Virginia and shall not be removed from premises by Contractor.
- 8.3 Contractor will maintain the elevator control rooms in an orderly and clean condition. No trash, including discarded parts, lubricant containers, rags or other debris will be left on the floor.
- 8.4 Contractor will routinely submit to the owner the following monthly reports and records; record of regular and/or onetime callbacks, vandalism calls or other service outside contract. Also, time tickets will be submitted for approval by the owner's authorized representative each time a service or inspection call is made.

9. OWNER'S RIGHT TO INSPECTION, TEST AND CALCULATIONS:

- 9.1 The owner reserves the right to make such inspection tests as and when deemed advisable, to ascertain that the requirements of the specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained the owner may immediately demand that the Contractor place the equipment in condition to meet with these requirements. If the Contractor fails to

comply with such demands within a reasonable time, the owner may give written notice to the Contractor terminating his right to proceed further with the work. In such an event, the owner may take over the work and pursue it to completion, by contract or otherwise, and the Contractor shall be liable to the owner for any excess cost incurred by the owner.

10. SUB-LETTING/ASSIGNMENT

10.1 The successful 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, interest or privileges hereunder, nor sublease, or sublet any of the facilities, or any part thereof.

11. MONTHLY MAINTENANCE SCHEDULE:

11.1 Equipment List – Vendor must identify the monthly price for each unit

QTY	TYPE	LOCATION	MANUFACTURER	SERIAL#	UNIT PRICE
1	G	BLDG. V	OTIS	204339	
1	G	BLDG. V	OTIS	203540	
1	G	BLDG. I	OTIS	203583	
1	G	BLDG. III	WESTINGHOUSE	905-58	
1	G	BLDG. III	WESTINGHOUSE	715058	
1	G	BLDG. 11	OTIS	161498	

Inspection schedule is monthly for all elevators
 “Unit Price” – Monthly charge for each elevator
 “QTY” – The number of elevators to be services
 “Monthly Total” – Total sum of the unit prices above

TYPE LEGEND: E – ELECTRIC DL – DOCK LIFT
 H – HYDRAULIC ES – ESCALATOR
 G – GEARED

11.2 Contractor shall maintain a continuous emergency telephone service where he can be reached after normal business hours everyday, (seven days each week, Sunday and Holidays included). That EMERGENCY NUMBER IS _____.

- 11.3 Repairs made during normal working hours due to vandalism shall be billed at the rate of \$ _____ per hour plus parts, normal working hours 8:00 a.m. to 5:00 p.m.

From time-to-time, additional work is required that is not covered under the existing maintenance, vandalism categories provided for elsewhere in this contract. Should this work be required, the Contractor agrees to furnish a mechanic for \$ _____ per hour.

Materials will be provided with a _____% mark-up. Though there is no guarantee that works will be required under this portion of the contract, as a basis for providing his bid, the vendor may assume that a total seventy five (75) mechanic hours will be used, along with materials costing an estimated \$3,000.

- 11.4 Bidder will furnish (with his bid) a proposed program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.

EXHIBIT 1

LIFE OF CONTRACT:

This contract becomes effective on Date of award 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.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein is firm for the life of the contract.

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 or the original contract and shall be limited to two (2) successive one (1) year periods.

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 to the specifications of the bid and contract herein.

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 vendor's volume or work).

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 \$250,000.00.

WORKER'S COMPENSATION:

Vendor is required to provide a certificate from Worker's Compensation if successful.

BANKRUPTCY:

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WV DHHR - MM Bateman Hospital

Signed: _____

Title: DHHR Purchasing Buyer Supervisor

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

A F F I D A V I T

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 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: _____

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective on the date of execution of a binding agreement with the Agency.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE; the parties agree that in consideration of the mutual promises herein, in the Agreement; and of the exchange of PHI hereunder that:

1. Definitions.

a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

b. **Privacy Rule.** Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.

c. **Security Rule.** Security Rule means the Standards for the security of electronic protected health information found at 45 CFR Part 164, Subpart C, as amended.

2. PHI Disclosed; Permitted Uses.

a. **PHI Described.** PHI disclosed by the Agency to the Business Associate, PHI created by the Business Associate on behalf of the Agency, and PHI received by the Business Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original agreement.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original agreement, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or violate the minimum necessary policies and procedures of the Agency.

3. Obligations of Business Associate.

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the associate other than as stated in this Addendum or as required or permitted by law.

c. **Safeguards.** The Associate will use appropriate safeguards to prevent use or disclosure of the PHI except as provided for in this Addendum. This shall include, but not be limited to:

(i) Limitation of the groups of its employees or agents to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary;

(ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;

(iii) Maintenance of a comprehensive written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations.

d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. Report of Disclosure. The Associate will promptly report to the Agency, in writing, any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.

f. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum.

g. Documentation. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §§ 164.528 and 164.316. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such PHI shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

h. Accounting Rights. Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the PHI required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528.

i. Access to PHI. Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.

j. Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

k. Retention of PHI. Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.g. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

l. Agents, Subcontractors Compliance. The Associate will ensure that any of its agents, including any subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder.

m. **Amendments.** The Associate shall make available to the specific individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.

n. **Federal Access.** The Associate shall make its internal practices books, and records relating to the use and disclosure of PHI received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504.

4. Termination.

a. **Duties at Termination.** Upon any termination of the underlying agreement, if feasible, the Associate shall return or destroy all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying agreement.

b. **Termination For Cause.** Agency may terminate the underlying agreement if at any time it determines that the Associate has violated a material term of the agreement or this addendum. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

c. **Survival.** The respective rights and obligations of Associate under Section 3.k. of this Addendum shall survive the termination of the underlying agreement.

5. General Provisions/Ownership of PHI.

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

Form - WV/AAA 012003
Effective 10-1-04

APPROVED AS TO FORM THIS 15th
DAY OF September, 2004
DARRELL V. MCGRAW, JR.
ATTORNEY GENERAL
BY: Dawn E. Wayfield
DEPUTY ATTORNEY GENERAL