



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  
**PSH80192**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
 304-558-0067**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 PINECREST HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV  
 25801 304-256-6614**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/30/2007				

BID OPENING DATE: **06/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6	EA	295-70	<p>*****            BID BOND REQUIRED WITH BID SUBMISSION            *****            MANDATORY PRE-BID ON JUNE 11, 2007 @ PINECREST HOSPITAL            IN THE BUSINESS OFFICE. THE PRE-BID WILL BE AT 10:00 AM            *****</p> <p>MODERNIZATION OF SIX (6) ELEVATORS</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO THE MODERNIZATION OF SIX (6) ELEVATORS AT AT PINECREST HOSPITAL LOCATED AT 1085 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801, PER THE ATTACHED DETAILED SPECIFICATIONS.</p> <p>INQUIRIES            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 12, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED DRALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:            ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.

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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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV 25801 304-256-6614**

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BID OPENING DATE: **06/28/2007** BID OPENING TIME **01:30PM**

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<p><b>PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</b></p> <p><b>FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 360 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS</b></p>						

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<p>PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

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<p>DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING</p>						

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DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.  REV. 11/96  EXHIBIT 10  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NOS.:  NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  .....SIGNATURE						

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<p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;"><b>CONTRACTORS LICENSE</b></p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p>						

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REQ. NO.:-----PSH80192----- BID OPENING DATE:-----JUNE 28, 2007----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ PSH80192 ***** TOTAL: _____						

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**1. GENERAL INFORMATION:**

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental for the modernization of six (6) elevators as listed herein for the WV Department of Health & Human Resources, Bureau for Behavioral Health, Pinecrest Hospital located at 105 S. Eisenhower Drive, Beckley, WV 25801.

1.1.1 Description of elevators

- (5) traction elevators
- (1) hydraulic elevator

- 1.2 All work will be in compliance with safety standards set forth in ASME 17.1-2004, "Safety Codes for Elevators," Fire Marshall regulations, National Electric Code and the American's with Disabilities Act and all other applicable building codes and industry standards. The award will be made to the overall low bid that complies with the specifications.

- 1.2.1 In the event an applicable code(s) is implemented, changed or updated before the contracted work is accepted by the Owner, the Contractor's work shall be completed in compliance with the most recent code requirements.

**2. BASE BIDS:**

- 2.1 All qualified Bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions, building and elevator limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources (hereinafter referred to as WVDHHR) in writing, of conditions detrimental to properly and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor pre-bid conference is scheduled for June 11, 2007 at 10:00 AM in the Business Office at the Pinecrest Hospital. Failure to attend the mandatory pre-bid conference will result in bid rejection.

**3. SCOPE OF WORK:**

- 3.1 Successful vendor shall provide all labor, material, equipment and anything incidental to modernize each of the six elevators at the Pinecrest Hospital so that all of the elevators are in full compliance with ASME 17.1-2004 and other applicable codes and regulations. The following specifications are required in the scope of work but the absence of any requirement does not relieve the contractor from complying with the requirement to be in full compliance with ASME 17.1-2004. The contractor shall remedy any possible cites the elevator inspector determines are not in compliance with ASME 17.1-2004. Final payment will not be made until after the elevator inspector approves the modernization.

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3.2 Performance Requirements shall minimally include:

- 3.2.1 Speed: Plus/minus 5% under loading conditions
- 3.2.2 Leveling: Plus/minus ¼ inch under any loading condition.
- 3.2.3 Flight Time: not to exceed 6.0 seconds for electric elevators from time doors reach closed position until they start to open at next floor.

3.3 Door Operation Time shall minimally include:

- 3.3.1. Time to Open: Shall not exceed 1.6 seconds for time necessary to open, measured from time doors start to open to time doors are fully open.
- 3.3.2 Time to Close: Shall not exceed 2.5 seconds.
- 3.3.3 Standing Time: Normal Time Doors shall Remain Open after Stopping for Demand: Separately adjustable for car on landing calls and capable of adjustment from 0 seconds to 10 seconds after doors reach fully open position.

3.4 Initial Adjustment: Shall be set to 2.0 seconds for car call and 3.0 seconds for landing call.

3.5 Fire Resistance: Electric wiring shall be protected with flame retardant and moisture resistant outer covering, run in conduit, tubing or electrical wire ways.

3.6 Noise Isolation: Must mount rotating and vibrating elevator equipment and components on vibration absorption mounts, designed to effectively prevent transmission of vibrations to structure and minimize noise from elevator system.

3.7 Maintenance shall include:

- 3.7.1 Contractor shall furnish free of charge full maintenance service on the elevators for a one-year period after acceptance. This service shall include 12 monthly examinations by trained employees and all necessary adjustments, lubrication, and parts to keep the equipment in operation. Reports of the monthly examinations by the Contractor must be provided to the Maintenance Supervisor as they are generated.
- 3.7.2 Shall examine monthly free of charge; clean, adjust, and lubricate equipment. Repair or replace parts whenever required. Must use parts produced by the manufacturer of original equipment.
- 3.7.3 Must perform work without removing cars from service during peak traffic periods.
- 3.7.4 Must provide emergency call back service 24 hours a day, 7 days a week, free of charge.
- 3.7.5 Shall locally maintain adequate stock of parts for replacement or emergency

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purposes, and have qualified installation personnel available to ensure fulfillment of this maintenance service without unreasonable loss of time.

- 3.7.6 Maintenance service shall not be assigned or transferred to another agent or subcontractor without prior written consent of Owner.
- 3.7.7 Contractor shall provide all electric schematic wiring diagrams, access codes or passwords required for all maintenance functions including diagnostics, adjustments and parameter reprogramming. Tools may be hand held or built into the control systems, and shall function for the lifetime of the equipment. Tools that require recharging or reprogramming shall not be used. The successful contractor upon complete installation of the elevators shall provide all special tools, prints, and any other devices or instructions necessary for all operations and maintenance of the elevators and ancillary equipment. Specifications shall be explicit that all tools, adjusters, manuals and schematic wiring diagrams become the property of the Owner to be used at their discretion related to the installed elevators.
- 3.7.8 Prior to the end of the maintenance period included in the base contract, the Contractor shall readjust the elevators as required to meet all performance parameters specified. A written report shall be submitted to the Owner.

3.8 Requirements shall include:

- 3.8.1 Frame and Platform: Must construct car of steel frame with steel or wood sub-floor. Mount platform on resilient pads.
- 3.8.2 Pit Platform: At deep pit conditions where access to buffer is not available, must provide pit platform to conform with Code requirements.
- 3.8.3 Electrical Components: Shall be steel compression type fittings for electrical metallic tubing; fittings with set screws are acceptable only when a separate grounding conductor is installed across joint.
  - a. Do not parallel conductors to increase current carrying capacity unless individually fused.
  - b. Do not use armored flexible metal conduit as grounding conductor.
  - c. Must provide additional disconnect switches and wiring to suit machine room layout.
  - d. Must include wiring and connections to elevator devices remote from hoist way and between elevator machine rooms.
- 3.8.4 Guide Rails: Must provide guide rails and supports complying with ASME A17.1. Provide rails sized for travel, car weight, and support locations. Shall include intermediate lateral support tie brackets and supports as necessary for span

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- 3.8.5 Car Enclosure shall include:
- a. Reusing of the shell
  - b. Handrail installed on rear wall to meet ADA
  - c. Plastic laminate panels
  - d. New ceiling fan
  - e. New standard lighting
  - f. New #4 stainless steel door (if required by code/regulations)
- 3.8.6 Elevator controllers: Must provide new non-proprietary AC VVVF controller
- a. Only approved systems shall be Motion Control, Elevator Controls Co., or equal
  - b. Must adjust equipment for smooth operation
  - c. IP-8300 selector, or equal
  - d. Controller operation must meet ADA
  - e. Hoistway switches
  - f. Must wire elevator completely
  - g. Must have floor lockouts
  - h. The contractor shall provide to the owner, at no additional cost, any computer updates for software glitches found for the diagnostic tool and the CPU for the next 10 years
- 3.8.7 Fixtures and Controller
- 3.8.7.1 All fixtures shall be #4 stainless steel and vandal resistance style
- 3.8.7.2 Hall call buttons shall be centered at 42 inches above the floor at each landing. The main floor hall station will have the fireman's service key switch
- 3.8.7.3 In-car lanterns must have an audible signal that sounds Once for up and Twice for down
- 3.8.7.4 Shall have a new car operating panel, floor buttons on higher than 54 inches above the floor side approach and 48 inches for front approach. Emergency controls shall be grouped at the bottom of the panel and shall have their centerlines on less than 35 inches above the floor
- 3.8.7.5 A digital car positioned indicator and emergency light shall be provided in the new car-operating panel. An audible gong must be provided that sounds as the car passes and stops at a floor.
- 3.8.7.6 A new telephone cabinet shall be provided with ADA phone with raised symbols incorporated in the car operating panel. ADA telephone will enable communication and a 24-hour answering service. Any necessary wires shall be provided from the controller to the telephone
- 3.8.7.7 Must provide new digital position indicator at main floor
- 3.8.7.8 All floors in car operating panels must have key lockouts (Best Lock, or equal) blanks.

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- 3.8.8 Door operator complete package shall include: new MAC or GAL, or equal, with door zone locks on car tracks, locks and hangers.
- 3.8.9 Hoist way Entrances
- 3.8.9.1 Contractor shall furnish and install door hangers, rollers, gibbs, electronic and mechanical interlock mechanisms
- a. Doors shall be reused; doors and frames must be painted
  - b. Must replace door hardware
  - c. Must have Braille
- 3.8.10 Machine and Motor must include:
- a. New ACVVVF Motor and new Machine
  - b. Rope gripper
  - c. Hoist cables
  - d. Governor cable
  - e. New machine
- 3.8.11 Existing Equipment shall be Reused (if permitted by Code/regulations):
- a. Car sling
  - b. Platform
  - c. Guide rails
  - d. Cab
  - e. Hoist way doors and door frame
- 3.8.12 To complete the legal modernization of each elevator, additional related work shall include:
- 3.8.12.1 Provide a legal hoist way, shall plumb within 1".
- 3.8.12.2 Inspect and clean existing supports for guide rail brackets and spacing, replace as necessary; spacing shall not exceed Code requirements.
- 3.8.12.3 Inspect concrete block wall construction for anchoring rail bracket fastening, repair as necessary. Inspect block-outs in the machine room, floor cables and wiring duct for each elevator; repair as necessary.
- 3.8.12.4 Cutting and patching of building will be required to install hall pushbuttons and signal fixtures.
- 3.8.12.5 Shall provide for any repairs such as grouting, patching and painting made necessary by such cutting.
- 3.8.12.6 Inspect pit, ensure it is dry and reinforced to sustain vertical force as required by Code/regulations.

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- 3.8.12.8 Must provide a pit ladder of non-combustible material extending from pit floor to 42" above the sill of the lowest landing.
- 3.8.12.9 A legal machine room with secured access, must be ventilated with temperature maintained between 65 degrees and 100 degrees F. The room shall be secured against unauthorized access in accordance with Code requirements.
- 3.8.12.10 Must provide a single means for disconnecting all ungrounded main power conductors by an enclosed externally operable fused motor circuit switch or circuit breaker, lockable in the open position. Branch circuit wiring building ground conductor from the disconnect to the elevator control cabinet. The disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
- 3.8.12.11 Must provide suitable lighting with light switch located within 18" of strike jamb side of machine room access door.
- 3.8.12.12 Must provide separate GFCI protected 20 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to elevator signal controller for car lighting.
- 3.8.12.13 Must provide convenient outlet in machine room to be GFCI protected.
- 3.8.12.14 Must provide light fixture in pit with switch placed adjacent to access door.
- 3.8.12.15 Convenience outlet in pit must be GFCI protected.
- 3.8.12.16 Shall remove (2) vinyl windows and install (2) exterior doors in their place on 4<sup>th</sup> floor, "B" unit, as necessary to gain roof access to machine rooms. Include any steps, thresholds, closers, locks, etc. to make it IBC compliant.
- 3.8.12.17 Contractor shall be responsible for any additional electrical work and the owner will be responsible for any additional modifications to the fire alarm system.
- 3.8.12.18 Hydraulic elevator machine room does not need a fire rated partition built to isolate the machine and motor provided the room is locked, appropriately fire rated, have smoke detectors installed and be empty of miscellaneous storage.
- 3.8.13 Elevator Specific Instructions
  - 3.8.13.1 "D" unit, right hand and left hand elevators will be duplexed, the upper portion of the cars will be painted; plastic laminate will be applied on walls and the cove lighting will be replaced.
  - 3.8.13.2 Hydraulic elevator will also receive new hall fixtures, car operating panel, new controller, electronic door edge and a pumping unit complete.



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3.9 Operations shall minimally include:

- 3.9.1 Connect elevators to building fire alarm and smoke or heat sensing device systems. When actuated, registered calls are cancelled and cars automatically return to the designated level.
- 3.9.2 Provide keyed switch in each car in main car control panel to provide for fireman access.
- 3.9.3 Fire Floor: First Floor.
- 3.9.4 Alternate Fire Floor: Second Floor.
- 3.9.5 Fire Control Room Station
  - 3.9.5.1 Provide station in Fire Control Room containing read-out Indicators to show location of each car within hoist way.
  - 3.9.5.2 Provide indicator lights to show motor generator sets in operation.
- 3.9.6 Provide three-position key switch to recall elevators to main level if automatic recall has not been affected
  - 3.9.6.1 Provide intercommunication system to permit communication between Fire Control Room and each car and between cars and Control Room.
- 3.9.7 Emergency Return Switch and Box
  - 3.9.7.1 Provide three-position key switch at fire floor and alternate fire floor for each group of elevators.
  - 3.9.7.2 Locate in left hoist way jamb of left most elevator in each group, not less than 6'- 6" above floor or at location required by Fire Marshall.
  - 3.9.7.3 Keep key required to call or operate elevators in custom, recessed metal box with lockable hinged cover mounted adjacent to key switch or mounted as required by Fire Marshall.
- 3.9.8 Match finish of key switch and key box with hoist way jamb and engrave to read **EMERGENCY ONLY**

3.10 Fire Emergency Controls shall include:

Must be approved by Fire Marshall prior to fabrication.

- A. Emergency Communications: Provide opening for Owner provided emergency communication system in elevator car for connection. Provide 6" x 8" opening for emergency telephone, between 19" and 48" above the cab floor located as coordinated with Maintenance Supervisor. Provide conduit, cabling and all other requirements.

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- B. Emergency Power Operation: Provide emergency power of same characteristics as normal power supply for one car in each group after loss of normal power.
1. Provide emergency power to audible signal devices and communications devices in every car.
  2. Cars to operate on emergency power will be determined by Fire Marshall.
  3. Designated cars automatically start and travel to group's fire floor, by-passing hall and car calls, stop, open doors, and shut down.
  4. After first car of group shuts down, other cars of that group individually operate as described above.
  5. After all cars have moved to their group's main level, one car shall operate at rated speed to serve car and hall calls under emergency power.
  6. Provide emergency power operation to satisfy requirements of fire emergency control under emergency power conditions.
- C. Hospital Emergency Operation: At each elevator bank, provide key switch at each landing call station to call elevator to that floor. Provide independent car operation initiated by same key to bypass other calls when in use.
- D. Security Service: Provide operating control panel with keyed access switches for each floor.
1. Provide key switches in cab control panel adjacent to each floor.
  2. Provide key switches at hall call buttons for each floor.
- E. Independent Service Operation: Provide keyed switch in car station for independent service operation.
1. When switch is turned to SERVICE position, elevator is removed from regular service and responds to calls registered from car buttons only.
  2. Provide keyed switch at First Floor hoist way entrance which, when activated will take car out of regular service and allow independent service use.
- F. Engineering Indicator Panel: Locate in elevator machine room as part of, or adjacent to, supervisory control panel.
1. As minimum, provide following:
    - a. Waiting passenger indicators for each floor.
    - b. Position and direction indicators for each elevator.
    - c. Control function indicators to assist maintenance and adjusting personnel to verify correct operation and trouble- shoot system.

**3.11 Installation shall include:**

Installation of components of each elevator system shall be in accordance with approved Shop Drawings.

- A. Install hoist way and machine room components. Connect equipment to building utilities.

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- B. Provide conduit, boxes, wiring, and accessories within machine room, hoist way, and signal outlets.
- C. Guide Rails: Install using threaded bolts with metal shims and lock washers under nuts. Compensate for expansion and contraction movement of guide rails.
- D. Accurately machine and align guide rails. Form smooth joints with machined splice plates.
- E. Bolt or weld brackets directly to structural steel hoist way framing.
- F. Hoist way Entrances: Install hoist way door sills, frames, and headers in hoist way walls.
  - 1. Grout sills in place using non-shrink grout.
  - 2. Set entrances in vertical alignment with car openings and aligned with plumb hoist way lines.
- G. Welding: Provide welded connections for installation of elevator; work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance and replacement of worn parts.
  - 1. Comply with AWS standards for workmanship and for qualifications of welding operators.
  - 2. Chip and remove oxidation and residue from field welds; wire brush weld; apply two coats of primer.
- H. Hall Signals: Locate and properly install hall signals.

3.12 Field Quality Control shall include:

Site Tests and Inspections. As a part of final acceptance of the project, the Contractor shall have a Qualified Elevator Inspector (QEI) conduct a full Acceptance Inspection and Test in accordance with ASME/ANSI A17.1 before final acceptance by the Owner. The Contractor shall obtain from the Contractor and/or manufacturer and furnish to the Owner all data affecting the elevator installation or modification, including 'as installed' circuit and control wiring diagrams and maintenance manuals.

- A. Conduct load test with full maximum load for each elevator car.
- B. Test wiring system for insulation to ground.
- C. Test performance of following:
  - 1. Starting, accelerating and running.
  - 2. Decelerating, leveling and stopping.
  - 3. Door operation and closing pressure.

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D. Perform tests required by local authorities.

3.12.1 Test Results: In test conditions, ensure speed and performance times specified are met, leveling accuracy maintained without re-leveling, and general riding quality is acceptable to Owner.

3.12.2 Performance Adjustments: Should tests uncover defects or poor workmanship, variance or noncompliance with requirements of specified codes and ordinances or variance or noncompliance with specified requirements, contractor must complete the follow-up work and repairs at no additional expense to the Owner.

3.13 Adjusting, Cleaning & Protection shall include:

A. Adjust parts for smooth, uniform operation

1. Balance cars to equalize pressure of roller guide shoes on rails.
2. Lubricate operating parts of systems, including ropes, as recommended by manufacturer.
3. Adjust motors, pumps, valves, generators, brakes, and controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, safety devices and other components to achieve required performance levels.
4. Adjust cab movement on aligned guide rails to provide smooth movement, with no perceptible lateral or oscillating movement or vibration.

B. Alignment: Coordinate installation of hoist way entrances with installation of elevator guide rails, for accurate alignment of entrances with cars.

1. Where possible, delay final adjustment of sills and doors until car is operable in shaft.
2. Reduce clearances to minimum, safe, workable dimension at each landing.

C. Remove loose materials and filings resulting from Work within hoist ways.  
Clean machine room equipment and floor of dirt, oil and grease.

D. Remove temporary protection and clean hoist way, car, cab enclosures, entrances, operating and signal fixtures, handrails and trim to remove dirt, oil, grease and finger marks..

1. Provide suitable protective coverings, barriers, devices, signs and other procedures to protect elevator work from damage or deterioration.
2. Maintain protective measures throughout remainder of the construction period.

3.14 Demonstration shall include:

System shall use easily reprogrammable intelligent software. Design basic algorithms will optimize service based on equalizing system's response to registered hall calls at shortest possible level and equalizing trip time at shortest possible time.

3.15 Door operation shall automatically open door when car arrives at a floor to permit transfer of

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passenger. Automatically close door after a timed interval.

- 3.16 The system shall include standard elevator features such as: Fire Service I & II, Independent Service, Attendant Service, Load Weighing and Emergency Power Service. The system shall use designs, components and assemblies that conform to or exceed the codes and standards applicable in the jurisdiction in which they are installed.
- 3.17 False Car Call Cancel: The False Car Call Cancel Feature shall be applied on all cars to operate in conjunction with the door protection system to discourage the registering of false calls. All car calls shall be canceled if the car makes two consecutive stops for car calls and the beam of the door protection system is not interrupted or the Load Measurement Device detects no load in the cab.
- 3.18 Firefighters Emergency Recall: an emergency return system shall be provided in full compliance with the latest state, local and ASME Code requirements. Heat, smoke and products of combustion sensing device (sensors) and sensor wiring to the elevator controller are included in the scope of this contract.
- 3.19 Firefighters Service Phase I: In the event of an emergency, the Firefighters Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The car arriving at the recall floor will remain parked with the doors open.
- 3.20 Firefighters' Service Phase II: Contractor will provide Firefighters Service Phase II operation for use by trained emergency service personnel.

A key-operated switch as required by local regulations will be provided in the car-operating panel of each car. The Firefighters Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector has been activated and the car has returned to the main or alternate Fire Service floor.

**4. INSPECTION:**

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

**5. SHOP DRAWINGS:**

Shop Drawings must be submitted to the owner within thirty (30) days of their receipt of contract/purchase order document.

- 5.1 Contractor shall provide three (3) sets of shop drawings to owner specifying products and

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installation methods for the scope of work as defined in Section 3. Shop drawings for each elevator system shall include:

- A. Sections of each elevator shaft.
- B. Plan of each elevator machine room showing location and sizes of equipment and required clearances.
- C. Locations of equipment, including safety guards.
- D. Complete wiring diagrams of system circuits and controls.
- E. Elevations and detailed drawings of elevator cabs and hoist way entrances, including door details, frames, controls, fixtures and accessory equipment.
- F. Rail bracket spacing and maximum loads on guide rails.
- G. Reactions at points of support.
- H. Weights of principal components.
- I. Loads on hoisting beams and location of trolley beams.
- J. Expected heat dissipation of elevator equipment in machine room.
- K. Power configuration data, including horsepower, voltage and amperage requirements starting current, full load running current, and demand factor for applicable motors.

**6. TEMPORARY FACILITIES:**

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

**7. COORDINATION OF WORK:**

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the maintenance supervisor shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residues occurring from the completion of the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

**8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor warrants to the Owner all materials and equipment will be new, and that all work

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will be of good quality, free from faults and defects in conformance with the contract documents for a period of one year from acceptance of the completed project. All work not conforming with these requirements may be considered defective.

8.2 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence.
2. For property damage and professional liability: A minimum of \$1,000,000.00 per occurrence.

8.3 For elevator microprocessor control system, contractor must provide maintenance diagnostic tools, electrical schematic wiring diagrams, and any access codes and passwords required for all maintenance functions, including diagnostics, adjustments, and parameter reprogramming. Tools may be hand held or built into the control system and shall function for the life of the equipment. Tools provided shall be usable throughout the life of the equipment without the requirement to return to the manufacturer. Provide complete operations and maintenance manuals including diagnostics instructions for troubleshooting the microprocessor system.

9. **PERMITS:**

9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. **CLEAN UP:**

10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. **WAGE RATES:**

11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **RALEIGH COUNTY** pursuant to West Virginia Code 21-5-1, et seq.

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**12. PROGRESS PAYMENTS:**

- 12.1 Due to the size and complexity of the project, five progress payments will be permitted, excepting the provision in 12.2 below. The Contractor may submit an invoice for payment in the amount of up to 20% for each completed phase until project is completed.
- 12.2 Upon request, materials may be paid for at the beginning of the project upon receipt and Owner's physical verification of equipment and material at an appropriate storage site. If this method is chosen, the remaining balance will be paid in five progress payments of up to 20% for each phase until project is completed and accepted.
- 12.2.1 If Contractor has a secure warehouse, this may be deemed an appropriate storage site if Owner can not provide sufficient logistical facilities/space to store the equipment and material. Owner reserves the right to periodically inspect the Contractor's storage site to verify security and accountability of equipment.
- 12.2.2 If equipment and material is stored at Owner's site, the Contractor shall continue to have the responsibility of safeguarding the equipment and material.
- 12.3 The Owner reserves the right to refuse payment in the event the completed work is not commensurate with the amount shown on the Application for Payment or if the completed work is not in accordance with industry standards or sub-standard in any way.

**13. TERM OF WORK:**

- 13.1 All work shall be completed within a maximum of 360 calendar days from the issuance of the notice to proceed.

**14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

**15. TOOLS AND EQUIPMENT STORAGE:**

- 15.1 Contractor may set a trailer or temporary storage facility on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.



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**16. SAFETY EQUIPMENT:**

16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

**17. DAMAGES:**

17.1 Any damages occurring to the building or property resulting from the performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of a sub-contractor. The repair method and finished product will be subject to the approval of the owner.

**18. SCHEDULE OF BID RESPONSES:**

18.1 Bidders shall submit a bid for all the work under all the terms and conditions as described herein. Equipment/material price should be identified in the bid response if the Contractor plans to request payment for equipment/materials at the beginning of the project.

18.2 Bidders shall also submit full warranty information for each product as described in Section 3. The warranty information shall minimally contain the product warranty and labor warranty product.

18.3 Only those bidders with a minimum of three (3) successful similar project completions may be considered. The Bidders are advised to submit references, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's work) for at least three (3) previous users of service. Include descriptions of projects, locations, and records that were generated during the project.

18.4 Any exceptions to the specifications herein may be considered and addressed if requested in writing during the time in which questions will be answered. At no time should a substantive question be answered orally; it will not be recognized or honored. Only those that are written and answered via an official addendum will be considered and made a part of the contract.

STATE OF WEST VIRGINIA  
Purchasing Division

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**PURCHASING 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 exceed 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:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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: \_\_\_\_\_

**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 Obligee, 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 Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT -Corporate seals must be affixed and a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(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 Incorporation
(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 figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

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 Obligee, 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 Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

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

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Corporate seals must be affixed and a power of attorney must be attached.