



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
LOT461

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

GEO TO

LOTTERY COMMISSION
 900 PENNSYLVANIA AVE
 CHARLESTON, WV 25302 304-558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/13/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	910-13	<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR "FULL SERVICE" PREVENTATIVE MAINTENANCE, REPAIRS AND ON-CALL SERVICE FOR THREE (3) PASSENGER ELEVATORS AND ONE (1) PASSENGER/FREIGHT ELEVATOR AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WV TO INCLUDE LABOR, SUPERVISION, MATERIALS, EQUIPMENT, AND TOOLS NECESSARY TO MAINTAIN THE ELEVATORS ACCORDING TO THE ATTACHED SPECIFICATIONS.</p> <p>ELEVATOR MAINTENANCE AND REPAIR</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/03/2010 AT 10:00 AM IN THE LOBBY OF THIS LOCATION. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>		

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/05/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS SUBMITTED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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.</p>						

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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>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.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

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<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>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....</p> <p>SIGNATURE</p> <p>.....</p> <p>COMPANY</p> <p>.....</p> <p>DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: SHELLY MURRAY</p>						

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BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ LOT461 ***** TOTAL:						

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WEST VIRGINIA LOTTERY
REQUEST FOR QUOTATION **LOT461**

This document is a Request for Quotation ("RFQ") for an Elevator Maintenance and Service Contract.

I. INTRODUCTION

The Lottery is seeking quotations for "full service" preventive maintenance, repairs and on-call service for three (3) passenger elevators and one (1) passenger/freight elevator at Lottery headquarters purchased June 30, 2010, and located at 900 Pennsylvania Avenue, Charleston, West Virginia, to include labor, supervision, materials, equipment, and tools necessary to maintain the elevators in first class operating condition at all times.

The Lottery will host a vendor pre-bid conference on November 3, 2010 at 10:00 A.M. in the lobby at this location. Attendance is mandatory for all vendors intending to submit a bid. The Lottery is seeking a one-year agreement, with an additional 2-year renewal option which will commence on January 1, 2011.

Contact with Lottery personnel in connection with this RFQ may not be made other than as specified in this RFQ. Unauthorized contact of any Lottery personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

The submission requirements for this RFQ are set forth below. A bid shall constitute an irrevocable offer for 60 business days (not counting Saturdays, Sundays, or holidays which fall on a weekday) following the deadline for its submission. Reference to a certain number of days in this RFQ shall mean business days unless otherwise specified.

A. Definitions

Vendor acknowledges and accepts the following definitions found in W.Va. Code §21-3C-1:

(1) "Certificate of acceptance" means a certificate issued by the Division of Labor certifying that a newly installed elevator has been inspected and was found to be installed in compliance with the safety standards set forth in the American Society of Mechanical Engineers Safety Code for Elevators and Escalators (ASME) A17.1-3, "Safety Code for Elevators" and ASME A18.1, "Safety Code for Platform Lifts and Stairway Chairlifts."

(2) "Certificate of competency" means a certificate issued by the Division of Labor certifying that an individual is qualified to inspect elevators.

(3) "Certificate of operation" means a certificate issued by the Division of Labor certifying that an elevator has been inspected and is safe for operation.

(4) "Division inspector" means an employee or contractor of the Division of Labor who has examined and issued a certificate of competency and who only inspects elevators in state owned buildings.

(5) "Elevator" means all the machinery, construction, apparatus and equipment used in raising and lowering a car, cage or platform vertically between permanent rails or guides and includes all elevators, power dumbwaiters, escalators, gravity elevators and other lifting or lowering apparatus permanently installed between rails or guides, but does not include hand operated dumbwaiters, man-lifts of the platform type with a platform area not exceeding nine hundred square inches, construction hoists or other similar temporary lifting or lowering apparatus.

(6) "Elevator mechanic" means a person who possesses an elevator mechanic's license in accordance with the provisions of WV Code and who is engaged in the business of erecting, constructing, installing, altering, servicing, repairing or maintaining elevators or related conveyances covered by the WV Code.

(7) "Freight elevator" means an elevator used for carrying freight and on which only the operator, by the permission of the Lottery, is allowed to ride.

(8) "Inspector" means both a division inspector and a private inspector.

(9) "License" means a license issued to an elevator mechanic pursuant to the WV Code.

(10) "Limited use/limited access elevator" means a passenger elevator of which use is limited by size, capacity, rise and speed, and access is limited by its location, by the requirement of a key for its operation or by other restriction.

(11) "Passenger elevator" means an elevator that is designed to carry persons to its contract capacity.

(12) "Private inspector" means a person who has been issued a certificate of competency to inspect elevators within this state.

III.STATEMENT OF WORK

Location, equipment description, maintenance specifications, exclusions, and general coverage conditions are detailed in **Attachment A**.

IV.EXPERIENCE

Vendor must have a minimum of three (3) years successful experience in fully maintaining elevators and dumbwaiters similar in size and type to the installations covered under these specifications. All bidders should submit with their bid evidence of the reliability, ability, and experience by furnishing the following minimum requirement:

- A. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
 1. The Lottery requires and will perform a criminal background check for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office buildings as part of this project.
 2. The Lottery will not allow any vendor or subcontractor access to the building until the background checks are completed.
 3. It is requested that all information should be submitted with vendor's bid. The agency reserves the right to request additional information. Vendors must submit any additional information requested within 48 hours of the request. Vendors failing to respond within this time frame may be disqualified.

A. Indemnity Obligations of Vendor

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the Lottery, its employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or nonperformance of the professional services required to be performed by the Vendor under the Agreement; or (c) the Lottery's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement. In the event both the Lottery and Vendor

are named as defendants in the same civil action, and the Lottery determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the Lottery. The Lottery may, at its option, designate its counsel as equal participating counsel in any litigation wherein the Vendor defends the Lottery.

B. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the Lottery, with an insurer reasonably acceptable to the State Insurance Commission:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;

2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.

3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

Each such policy will name the Lottery as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the Lottery shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the Lottery in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the Lottery may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder. The Vendor will immediately notify the Lottery if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of West Virginia. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the Lottery may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

C. Termination

1. **At Will.** The agreement will be terminated by the State, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the Lottery.

2. **Default by Vendor.** This agreement may be terminated by the State, upon thirty (30) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Lottery will have the right to have the services completed by other parties and the Vendor will reimburse the Lottery for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Lottery will not be deemed a waiver of any other right or remedy of the Lottery, including, without limitation, the Lottery's right to consequential damages caused directly or indirectly by the Vendor's default.

D. Confidentiality and Publicity

The Vendor will retain all confidential information provided by the Lottery in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Lottery. The Lottery retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the Lottery without the prior written consent of the Lottery.

E. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 *et seq.*), the American National Safety Code for Elevators and Escalators, ANSI A 17.1, the State Elevator Safety Act, W.Va. Code §21-3C-1 *et seq.* and

the Elevator Safety Rule, 41 CSR¹. Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

F. Subcontracting

1. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Lottery. The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above, as well as security background check requirements.

G. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its' sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of West Virginia without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the

¹ Code of State Rules, available from the West Virginia Secretary of State's Office.

judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.

ATTACHMENT A

**VERTICAL TRANSPORTATION
MAINTENANCE SPECIFICATIONS**

FOR

THE WEST VIRGINIA LOTTERY

**900 PENNSYLVANIA AVENUE
CHARLESTON, WEST VIRGINIA**

ELEVATOR MAINTENANCE SPECIFICATIONS

LOCATION: 900 PENNSYLVANIA AVENUE, CHARLESTON, WV
KANAWHA COUNTY 25302

PROPERTY TYPE: CLASS A OFFICE TOWER

ZONING: 1-2, LIGHT INDUSTRIAL

BUILDING AREA: 149,613 SF GROSS, 130,037 SF TOTAL TENANT

PRIMARY CONSTRUCTION: CONCRETE

AGE: BUILT IN 1981

DESCRIPTION: 3 PASSENGER ELEVATORS
1 PASSENGER/FREIGHT ELEVATOR
TOTAL OF 4 ELEVATORS
TYPE: GEARED TRACTION
FLOORS: 1—13

ELEVATOR MAINTENANCE SPECIFICATIONS

EXTENT OF COVERAGE (TRACTION ELEVATORS)

VENDOR'S SERVICE

Included in this "full service" contract is the requirement to perform and accomplish scheduled preventive maintenance, safety checks and tests, and routine and emergency repairs. All integral electrical and mechanical devices of the elevators are included herein. The Vendor will maintain the traction elevators under this agreement as follows:

- Furnish all material, labor, tools and equipment necessary to render complete preventative maintenance service on equipment described.
- Utilize only personnel directly employed, trained and supervised by the Vendor. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment.
- Ensure supervision of maintenance and service personnel by providing at least semi-annual inspections by Vendor's supervisory staff. The supervisor shall schedule the inspection with the Lottery's representative.
- Maintain the specifications of the equipment, notwithstanding any exceptions noted and agreed upon by both parties.
- Provide computer generated traffic studies as may be deemed necessary from time to time at Lottery's request.

The Vendor will provide routine and methodical examinations, adjustments and lubrication as required. Vendor will perform a monthly scheduled program of examinations, lubrication, adjustments, and cleaning. Preventive maintenance for hydraulic elevators shall be a minimum of one (1) hour, per unit, per month. Preventive maintenance for traction elevators shall be a minimum of two (2) hours, per unit, per month, or as may be requested by the Lottery. If conditions warrant, the Vendor will repair or replace with new and unused parts:

- Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, brake contact, linings, and component parts.
- Motor and motor generators or solid state motor drives, motor windings, rotating element, commutator, brushes, brush holders and bearings, transformers, filters.
- Silicon control rectifiers, reactors, filter, heat sinks, amp traps, transducers and all control components.
- Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, PLC's software and hardware, steel selector cable or tape and mechanical and electrical driving equipment.

- Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- Deflector or secondary sheave, bearings, car and counterweight guide rails, car and counterweight buffers, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, compensating chain, counterweight and counterweight guide shoes including rollers of gibs.
- Hoist-way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.
- Seismic actuating and derailment devices, and collision switches.
- Fire related elevator controls.

The Vendor will also:

- Periodically examine all safety devices and governors, conduct annual no-load test, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Vendor will check the balance of the car, set the governor, and if required, calibrate and seal the governor at the proper tripping speed.
- Calibrate load weighing devices after annual and five year safety tests.
- Renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
- Repair or replace conductor cables and hoist-way and machine room elevator wiring.
- Complete monthly Fire Fighters testing of both Phase I and Phase II.
- Furnish lubricants compounded to the manufacturer's rigid specifications.

The Vendor shall be required to perform Municipal and State Inspections, make corrections, and complete on-site certificates and submit Test Reports to the Lottery for its use in filing and obtaining operating certificates.

The Vendor shall make other safety tests (fire service, derailment devices, seismic switches) recommended or directed by governmental authorities in force at the signing of this contract. The Lottery and the Vendor shall schedule these tests at a mutually agreeable time. Vendor will provide the Lottery with a written report of the results of the

tests. Any malfunctions, corrections, repairs or adjustments made will be included in the report. All tests will be conducted in accordance with prevailing code requirements.

Vendor shall notify the Lottery in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance contract specifications and any irregularities, discrepancies or duplications that could affect full comprehensive intent of the technical portion of these specifications. This must be done prior to the question submission deadline. The Lottery, upon receiving such notice, may solicit the advice of an elevator consultant in regard to an interpretation of such notice. The final and written determination of the elevator consultant will be binding upon the vendor.

Vendor shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities. Vendor still must provide replacement parts of a different design should they be unable to comply with SPARE PART INVENTORY. The Vendor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory. Parts providing the same or greater performance standards as the original equipment may be used.

The Vendor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

1. Emergency lighting, bulbs, batteries, trickle charger and related wiring and components.
2. Systems and devices directly related to elevator Communication such as: intercom system, master stations, speakers, latch-in system, emergency batteries wiring and components.
3. Fire Emergency Operation and elevator operating devices.
4. Emergency Power Operation and elevator operating devices.
5. All handicap devices.
6. All elevator related earthquake devices, if applicable.

The Vendor shall maintain the original contract speed and the minimum performance standards listed below.

ELEVATOR	START TO STOP TIME	DOOR OPEN TIME	DOOR CLOSE TIME	LEVELING ACCURACY
Geared	5.5 sec.	1.8 sec.	2.8 sec.	3/8"
Gearless	5.0 sec.	1.8 sec.	2.8 sec.	3/8"
Hydraulic	10.0 sec.	2.5 sec.	3.5 sec.	3/8"

- “Start to Stop Time” is measured from the moment the car begins motion till the time it stops for a single floor run of between 12 and 14 feet.
- “Door Open time” is measured from the fully closed door position to a fully open stopped position
- “Door Close Time” is measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.
- “Leveling Accuracy” is measured from car sill to landing sill at a fully stopped position under all load conditions.
- “Rated Speed” shall be that noted in the Description Equipment List and shall not vary by more than 5% regardless of direction or load.

The Vendor shall maintain:

- Smooth ride quality without swaying or vibration, smooth acceleration, deceleration, and stops, and accurate leveling operation;
- Positive and quiet door operations with rapid and smooth checking at limits of travel.

The following Elevator Group System Performance Characteristics shall be maintained:

- INTERVAL: The average time between the departure of cars from the Lobby floor during Up-Peak traffic shall be 26 - 28 seconds. The range of intervals shall be 10 - 40 seconds.
- DOWN PEAK WAITS: The average time from registration of a down hall call till the arrival of the elevator during Down-Peak traffic shall be 18—24 seconds. The range of waiting times shall be 10 - 40 seconds.
- NORMAL WAITS: The average time from registration of an up or down hall call till the arrival of the elevator during normal NON-PEAK traffic shall be 14 - 20 seconds. The range of waiting times shall be 10 - 20 seconds.
- CARRYING CAPACITY: Ability of the system to move people stated as a percentage of the group population handled in a five minute period shall be 14 - 17%. This shall be evidenced by the observation that not more than 12 persons shall remain in the Lobby upon the dispatch of an elevator during Up-Peak.

Exceptions to the above criteria shall not exceed 2%

The above requirements are predicated on a maximum of 150 corridor calls registered during a five minute period with all cars in the rise in Group Operation.

Vendor will test all equipment for proper operation including emergency generator tests on a regular basis.

Vendor will train all Lottery maintenance staff to understand basic operation and emergency procedures.

EXCLUSIONS

The Vendor shall have no responsibility for the following items of elevator equipment:

- Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceiling, light diffusers, light tubes and bulbs, handrails, mirrors, carpets, finishes);
- Hoist-way enclosure; hoist-way gates, doors, frames and sills, main line disconnects or power supply feeders.
- Product of combustion detectors for fire recall.
- Repairs necessitated by negligence or misuse of the equipment, or by reason of any other cause beyond the control of the Vendor, except ordinary wear and tear.
- New attachments recommended or directed by insurance companies or by any government authority.
- Additional features, attachments, replacements with parts of different design when recommended by law or regulation
- Major upgrades and renovations to existing equipment.

GENERAL COVERAGE

PARTS AND STORAGE

Vendor shall provide sufficient and suitable cabinets for the storage of replacement parts, tools, equipment, prints, drawings, manuals, lubricants, paints and solvents, and approved waste receptacles.

Vendor shall keep in each machine room sufficient stock of relays, contacts, switches, coils, fuses, springs, brushes, holders, lamps condensers, tubes, transformers, buss wires, operating buttons, cotton wipes, and similarly required maintenance items.

Vendor shall retain in its warehouse parts accessible within 24 hours:

- Applicable generator bearings, brushes and holders, control switch contacts;
- Applicable door operator motors, door hangers, rollers, two door interlock assemblies, door protective device parts;
- Selector tapes, hoist-way limit switches;
- Brake magnets, brake linings, control boards, applicable relays and coils, and solid state devices.

BREAKDOWNS AND SHUT-DOWNS

- The vendor will respond to a call for repair of any elevator that has broken down by arriving at the site within one (1) hour after notification, (one-half hour (30 minutes) if life or threatening situation). If vendor does not arrive within the designated time following notification, vendor must pay the Lottery liquidated damages in the sum of \$75.00 for each hour of delay.
- Under no circumstances will any minor shut-down or breakdown last longer than twenty-four (24) hours after arrival at the site. If the vendor fails to complete the repair or maintenance within twenty-four (24) hours after arrival, the vendor must pay the Lottery liquidated damages in the sum of \$75.00 for each hour of delay.
- All major shutdowns or breakdowns must be immediately reported to the Lottery within two (2) hours after such determination is made. A follow-up written report concerning the nature of the problem and the expected date when the problem will be corrected must be submitted to the Lottery within three (3) working days following the shut-down or breakdown.
- Liquidated damages will not be assessed where performance is prevented or delayed by acts of God, freight embargoes, strikes, fire, acts of Government, or any other cause beyond the control of the vendor provided that vendor notified the Lottery of such circumstances and the Lottery concurs with the information provided.
- The amount of any liquidated damages assessed against the vendor will be deducted from monthly payments.
- The cost of remedial repairs to return elevators to building service will be included in the contract.

WIRING DIAGRAMS AND PRINTS

All wiring diagrams and prints are the property of the Lottery. A complete set of wiring diagrams will be kept in cabinets in the respective machine rooms. Any changes made to the diagrams will be duly noted signifying the type of change, the date the change was made, and the name of the person making the change. Prints and diagrams will not be copied or removed without written permission of the Lottery.

SCHEDULES AND RECORDS

Vendor shall provide in each machine room a schedule of proposed maintenance. The schedule will conform to the manufacturer's requirements and reflect elevator type, such as geared, gearless and hydraulic, and will indicate frequency of adjustments, maintenance and lubrication procedures. Vendor shall also provide repair and call back records indicating reason for call back, repairs made, and status. Dates and initials of service technicians and repair personnel are required for all work. Schedules and records

will be kept in the machine room and made available to the owner at all times. Electronic maintenance records are permissible as long as the above requirements are met.

PERSONNEL

All service will be performed by personnel directly employed, trained and supervised by the Vendor. The Lottery reserves the right to request the replacement of any personnel deemed by the Lottery to be unsatisfactory. The vendor will provide thoroughly trained and competent personnel to accomplish the work specified herein. Said personnel must work between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

At the beginning of the contract the vendor will provide the Lottery with the names, home addresses, home telephone numbers, and work assignments of each employee who will be working under the contract. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the Lottery.

The Lottery reserves the right to require that the vendor remove from the premises any employee who endangers the persons or property therein or whose continued employment under the contract is inconsistent with the best interest of the Lottery.

- The vendor will assign only employees who are competent and of good character to work on the Lottery premises. All mechanics will have a minimum of five (5) years continuous employment in the elevator industry as a mechanic. Proof may be required of the vendor to supply verification of continuous employment of any employee furnished by the vendor. The Lottery may accept certification of any organization which has tested and certified the competency of the mechanics and apprentices to be utilized. These organizations may include, but not be limited to, International Union of Elevator Constructors, and/or the National Association of Elevator Contractors, CET Program.
- The vendor will be held entirely responsible and accountable for all the actions of their employees. It should be clearly understood that all personnel hired by the vendor under the contract agreement would not be considered employees of the Lottery. The vendor will enforce discipline and good behavior at all times among all employees and will remove unsatisfactory employees immediately in accordance with the forgoing provisions of the contract agreement.

HOURS OF SERVICE

Vendor shall perform all work during regular working hours of regular working days of the elevator trade unless otherwise specified. Vendor must be able to respond to calls for

maintenance within one (1) hour, or within one-half (1/2) hour in life and safety threatening situations after receipt of call to have an elevator service and elevator must be operating properly within twenty-four (24) hours after arrival.

The vendor must cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing and storing, or removing all materials and equipment, to observe all rules and regulations in force on the grounds to avoid unnecessary dust or accumulated debris or undue interference with the convenience, sanitation, or routine of the State of West Virginia, and to prevent the loss of or damage to the property of the State and/or its employees and tenants.

The vendor must repair any and all damage it may cause to the building or property to the full satisfaction of the Lottery.

Vendor telephone number will be provided to the Lottery for 24-hour per day, 365 days per year contact.

Under no circumstances will any shut-down or breakdown be allowed to keep the elevator out of service for any period in excess of twenty-four (24) hours without written approval of the Lottery. The vendor must have sufficient spare parts, labor and materials to ensure that this time frame is adhered to.

Vendor shall provide emergency minor adjustment call back service during regular working hours on all elevators.

If overtime examinations, repairs or emergency minor adjustment call back service are not included in the resulting purchase order of this RFQ and are later requested, the Vendor will absorb the worked hours at single time rates and will be reimbursed by the Lottery for the overtime hours only at regular hourly rates.

PERFORMANCE

The Vendor shall maintain the original contract speed in feet per minute and the original performance time as designed and installed by the manufacturer. Vendor shall adjust the equipment as required to maintain original door operating times, within the limits of the applicable codes. Vendor may be required by the Lottery to revise performance and operating times.

Vendor will perform all required safety tests and/or calibrations as required by the latest edition of the ANSI A17.1-2005 Code and ANSI A17.3 2005 Code. In addition vendor will make any corrective work deemed necessary by the Labor and Industry Elevator Inspector, WV third party inspector, and/or a designated West Virginia elevator consultant.

REPORTS

Vendor will prepare and furnish monthly reports to the Lottery and must proceed at once to make all repairs and adjustments required to keep the elevator equipment in a safe and first-class operating condition. All work must include regular and systematic inspections of all elevator equipment and adjustments or replacements of all worn or deteriorated parts and furnishings of all appurtenances for testing, as well as all outlines required and/or recommended in the latest edition of the American Standards Safety code for Elevators, Dumbwaiters and Escalators, including all the latest revisions and addenda and all s herein specified.

The vendor will submit a monthly report (within five (5) working days after the previous month) to the Lottery outlining all scheduled preventive maintenance, as well as repairs and replacements, service calls, and emergency service accomplished during that period.

CLEANING AND PAINTING

The Vendor shall, in the course of routine maintenance, clean all components and remove all dust, grease and debris from machine rooms, hoist-ways, car tops and pits. Such cleaning shall be performed not less than once every six months on all components and in all elevator equipment spaces.

The Vendor shall keep all equipment properly painted. All major components including controllers, machines, generators or motor drives, governors and buffers must be identified with appropriate car numbers. Municipal or state identification shall also be provided as applicable.

Insulating compounds shall be applied to major electrical components, particularly motor armatures and field coils, not less than once during the initial term and once during subsequent terms of this contract.

Machine room floors shall be painted not less than once every two years with high grade deck enamel.

Non-conductive mates shall be provided around and between all elevator controllers.

GROUP SUPERVISOR SYSTEM

The Vendor shall maintain group dispatching systems and perform tests to insure the proper operation of all functions and time settings. Vendor shall adjust the system as required so that the system performs as designed and installed by the manufacturer. Vendor may be required to adjust system settings per the Lottery's request.

PATENTS

Vendor agrees to protect, indemnify and save the Lottery from harm and against all claims, demands and causes of action of every kind and character arising on account of any patented or unpatented invention, process, article, device, appliance or system software manufactured or used in the performance of the contract maintenance, including its use by the Lottery and including all cost associated with the defense of suits brought specifically or jointly against the Lottery.

COST LOT461

MONTHLY MAINTENANCE PER SCHEDULE	\$
TOTAL**	\$
HOURLY RATE FOR REPAIRS/MAINTENANCE ABOVE AND BEYOND SCHEDULED MAINTENANCE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.	\$
HOURLY RATE FOR OVERTIME/EMERGENCIES	\$
PARTS ABOVE AND BEYOND THOSE INCLUDED IN ROUTINE MAINTENANCE COSTS*	COST PLUS _____ % MARKUP

*NOTE: VENDOR'S INVOICE MUST CONTAIN THE PARTS AND COST PRIOR TO APPROVAL AND PAYMENT BY THE LOTTERY.

** AWARD WILL BE MADE BASED UPON THE MAINTENANCE SCHEDULE TOTAL

By my signature below I hereby attest that (company name) _____ possesses the expertise to warrant all repairs and maintenance for ninety (90) days from date of work.

Signature

Date

Print Name

Company

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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**,
 Bidder is a partnership, association or corporation resident vendor and 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 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**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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 Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.