



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
GSD116440

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

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DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		910-13		
<p>ELEVATOR MAINTENANCE</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH ELEVATOR MAINTENANCE SERVICES FOR BUILDINGS OWNED AND OPERATED BY THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. VENDORS ARE ASKED TO INCLUDE THE RFQ NUMBER ON ALL INQUIRIES. IF EMAIL, PLEASE INCLUDE RFQ NUMBER ON THE SUBJECT LINE.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/22/2011 AT THE CLOSE OF BUSINESS (5:00 PM EST).</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>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</p>						

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<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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> <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>						

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<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) 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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PAGE
5

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS TAKING PLACE, PURSUANT TO WEST VIRGINIA CODE 21-5/A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) .</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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<p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, SEPTEMBER 15, 2011 AT 10:00 AM IN THE CONFERENCE ROOM IN BUILDING 11 (CHILLER PLANT) LOCATED AT THE CORNER OF CALIFORNIA AVENUE AND PIEDMONT AVENUE IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN 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 MANDATORY 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 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>						
NOTICE						

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<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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD116440</p> <p>BID OPENING DATE: 10/06/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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REQUEST FOR QUOTATIONS #GSD116440
ELEVATOR MAINTENANCE
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, WV

Location: West Virginia Department of Administration
Buildings Listed Herein

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: GSD116440 Equipment List
3. Attachment C: GSD116440 Building List

A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED IN THE SECOND FLOOR CONFERENCE ROOM OF THE CENTRAL CHILLER PLANT.

Prospective bidders can arrange site visits to review existing elevators and buildings by contacting David Parsons at (304)558-0689.

SECTION 1: DEFINITIONS

- A. "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Full-service Maintenance", as herein stated, shall mean routine inspections, replacement of parts, components, and material on elevator components or equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or materials and repairs due to mechanical breakdown as a result of normal wear and tear. The planned inspections and replacement of parts, components, and material shall be in accordance with the equipment manufacturer's specifications and recommendations or in accordance of

National Code requirements. Full-Service maintenance is inclusive of corrective and preventative maintenance required due to normal usage.

- E. "Open-end Service", as herein stated, shall be defined as maintenance service performed due to vandalism, misuse or obsolete part replacement that lies outside Full Maintenance service.
- F. "Call-back Service", as herein stated, shall be defined as maintenance service performed between the hours of 5:01p.m. and 6:59 a.m. on an as-requested basis to correct a malfunction or failure in an elevator.
- G. "Agency Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will normally be the Building Maintenance Supervisor in charge of each building.
- H. "Holidays" are shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- I. "Cost for Parts", as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Contractor.
- J. "Inspection", as herein stated, shall be defined as organized examinations or formal evaluation of elevators and their parts and components in accordance with Section 1001 of ANSI A17.1 and all current state and federal laws.
- K. "Testing", as herein stated, shall be defined as a function test to ensure equipment is operating according the manufacturer's specifications and in accordance with national code requirements.

SECTION 2: SCOPE OF WORK

The Contractor shall provide a Full-Service Maintenance program (Section 2.1), Call-Back service (Section 2.2), Inspection and Testing services (Section 2.3) and Open-End service (Section 2.4) for elevators in buildings owned and operated by the West Virginia Department of Administration as listed in Attachment B. All services shall ensure that equipment is kept operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with disability Act and the American National Standard Safety Code for Elevators.

The Full-Service Maintenance program, Call-Back services and Testing and Inspection services shall be covered under one flat monthly service rate less any deductions (Section 2.14).

2.1 Full-Service Maintenance: Full-service maintenance shall be, at least, the limits described herein. Full-Service Maintenance shall include all supervision, labor, materials, equipment and tools necessary to keep all equipment operating in accordance with manufacturer's specifications, federal, state and local regulations including the Americans with disability Act and the American National Standard Safety Code for Elevators. Full-service maintenance shall be covered under the flat monthly rate as agreed upon herein.

The Contractor shall provide full-time mechanic personnel for dedicated full-service maintenance under this contract for all units located within the Charleston, WV metro area. Working hours covered by said personnel shall be between 7am and 5pm, Monday through Friday except State recognized Holidays. During these established work hours, if meeting the full-service maintenance requirements necessitates more than one technician being on-site, as determined by Division of Labor regulation on weight limitation or other any other such regulation which would require more than one person to perform the operation, the Contractor shall bear the responsibility of any additional man hours or costs.

For buildings outside the Charleston Metro Area (Building 23, Building 25, Building 32 and Building 34) the Contractor shall follow the monthly maintenance schedule provided to the Agency Building Maintenance and Operations Manager.

Seven (7) days after award of the contract the Contractor shall provide a monthly schedule of all inspections, lubrications, adjustments, tests, cleaning, routine repairs, safety checks and other full-service Maintenance.

The Contractor shall continuously analyze equipment performance, including riding quality, equipment condition and operational systems and make all repairs, replacements and adjustments required to maintain operating performance. Routine examinations and maintenance shall be made **at least twice monthly** for each elevator.

Routine examinations, inspections and testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes or regulations.

Examples of Full-service maintenance service shall include but are not limited to:

A. Machine rooms

Controllers shall be kept clean of dirt, dust and oil. Hoist motors shall be kept clean of dirt, dust and oil. Seals shall be changed as needed to prevent leakage.

Generators shall be kept clean of dirt, dust and oil. Brushes changed on an as needed basis to prevent commutator damages. Refill gear cases and guide lubricators. Oil reservoirs shall be kept properly sealed to prevent leakage. Contractor shall use lubricants recommended by the manufacturer of the equipment or be equal to the manufacturer's recommendations. Machine room floors shall be swept clean and painted as necessary.

B. Hoistway

All hoistways shall be cleaned annually. Hoistway doors, tracks, hangers, guide shoes or guide rollers and relating cables shall be changed as needed. Lubricate guide rails except for roller guide installations. All overhead sheaves shall be lubricated every six months. All pits shall be cleaned as needed. All compensating sheaves, cables, chains and bearings shall be properly cleaned and lubricated. Car tops shall be cleaned every six months.

C. Hydraulic Elevators

Pit drip buckets must be emptied regularly to prevent overflow. If a 5 gallon bucket fills in 30 days, the packing shall be changed. Drip pans under the hydraulic controller pump units shall be kept clean of oil.

D. Car Speeds

At all time the Contractor shall maintain the efficiency, speed and safety for the elevator as designated by the original manufacturer. This includes acceleration, retardation, contract speed in feet per second, with or without full load, and floor to floor.

E. Door Speeds

All door opening and closing speeds and thrust shall be maintained.

F. Fire Services

When fire service is present it shall be tested every 30 days and recorded in the machine room. This includes emergency lights, alarms, telephones, fire recall and emergency recall. Contractor shall properly note the date on the chart in the elevator machine room.

G. Suspension, Comp Ropes and Governor Lines

All suspension ropes, compensating ropes and governor lines shall be examined and equalized and be changed as per code. Replacement ropes shall meet all code requirements and shall be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer.

The Contractor shall replace or repair the below listed parts or equipment due to age, normal wear and tear, frequent mechanical breakdowns or for safety reasons.

Hoisting machines and machine brakes
Motor generators or solid state motor drives, starters
Transformers, filters
Control, selector, dispatch, signal and relay panels
Hoisting motors, selector motors and drives
Tension frames, magnet frames
Worms, Gears, bearings, thrusts and rotating elements
Brakes, coils, linings, shoes and pins

Brushes, commutators, windings and coils
Contacts, relays, resistors and transistors
Solid state panels, boards and control devices
Computers, PLC's, video monitors
PLC's software and hardware
Hydraulic power units, pumps and valves
Operating valves, manual and automatic
Pistons and their packing
Mufflers and silencers
Pipe and pipe fittings located above ground
Control wiring, electric wiring, fuses
Hydraulic fluid
Hydraulic fluid reservoirs, heater for oil reservoirs
Guide shoes and rollers
Control cables, wire ropes and cables.
Hoisting and governor cables and their fastenings
Drive, governor, deflector and compensating sheaves and their contacts
Car and counterweight safeties
Overspeed governors
Buffers and their contacts
Limit, landing, leveling and slow-down switches, emergency lowering devices
Anti-creep devices
Operating buttons and switches, including key type
Hatch door interlocks and gate and door contacts
Door and gate operating equipment, grates
Door protective devices
Load weighting and dispatching devices
Compensating cables or chains
Position and speed encoders
Indicator lamps and indicator LED's
Car station telephones
Batteries for any and all equipment
Remote monitoring devices
Cylinders and casings
Hoistway gates, doors, frames and sills
Hoistway enclosures
Emergency car lights
Car enclosures including: wall panels, ceilings, diffusers, door gates, ventilation equipment, handrails and mirrors
Cover plates for signals, signal bells and signal systems
Music Systems, car heaters and or air conditioners
Communication systems (intercoms), telephone cables
Smoke and heat sensors
Mail line power switches, breakers and feeders to elevator control equipment

Appearance features of elevator operations equipment shall be covered to the same extent as any other mechanical features of the elevators. The Contractor shall be required to maintain hall buttons, alarms, emergency telephone equipment, lamps and fixtures (including car lighting), car operating panels, buttons and lamps, position indicators and lamps and legally required public signage (e.g., ADA, NFPA, DOL Certificate). Contractor shall also correct all other deficiencies (except those expressly excluded), when discovered or when reported by the Agency. The Contractor shall take any action necessary to correct these deficiencies in 2 (two) working days and will report to the Agency when the items have been repaired. Agency shall assess liquidated damages of \$50 a day each day beyond the allotted two business days given to the Contractor to correct user-friendly deficiencies.

Excluded shall be: Carpets and applied floor coverings, underground piping for hydraulic elevators and any enhancements to existing equipment or new installations not required to keep the car in operation.

Also excluded shall be maintenance or adjustments required due to vandalism or misuse. However, said maintenance or adjustments required due to vandalism or misuse would be considered work under Open-end service and must be approved by the Agency (see section 2.4). Any unauthorized work will be denied payment.

For the purpose of clarification, any item not specifically excluded above shall be considered the Contractor's responsibility under the scope of the full-service maintenance.

Labor Warranty: The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

2.2 Call-back Service: The Contractor shall provide Call-back service 24 hours a day, 365 days a year for all locations listed in Attachment B. Call-back service shall be covered under the flat monthly rate as agreed upon herein.

Call-back service shall be required whenever requested by the Agency and shall be carried out to completion, without interruptions, regardless of normally scheduled working hours, weekends or holidays. Work may be suspended for such time as is required to obtain needed parts, with approval or instruction by the Agency.

On site response time for Call-back service calls shall be guaranteed within one (1) hour of telephone notification. In the event of an entrapment the Contractor shall be on the scene in thirty (30) minutes or less. The deadline to respond on-site may only be waived or extended by written approval of the Agency. If the Contractor does not arrive on-site in the designated time and has not received written approval from the Agency, the Contractor must pay liquidated damages in the sum of \$75 per hour of delay.

If additional repairs are required to place the elevator back into service and the cause of the service call was not due to a transient problem related to work covered under the full-

service maintenance program, then the Contractor, upon approval from the Agency in the form of a written release order (Section 3.1), will be entitled to invoice for the remedial repairs outside of the initial service call. No additional work will be paid for by the Agency without issuance of a written release order from an Agency representative.

2.3 Safety Checks and Tests: Inspection and Testing shall be in accordance with Section 1001 of ANSI A17.1 and in accordance with all current state and federal laws, codes or regulations. Safety inspection and testing service shall be covered under the flat monthly rate as agreed upon herein. Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly.

All 5-year Full load safety tests, all annual no-load safety tests and all 1 hydraulic relief tests shall be arranged and performed by the Contractor. Contractor shall file the proper tags and forms with the Division of Labor.

This Contract shall also require the Contractor to accomplish any corrective work as deemed necessary by the assigned Labor and Industry Elevator Inspector, WV approved third party inspector and/or designated West Virginia elevator consultant.

Contractor shall have 30 days to complete corrections or obtain a waiver from the Division of Labor.

Failure to complete correction and or obtain a waiver (without the prior written approval of the Agency) may result in the imposition of liquidated damages, according to WV State Code §5A-3-4(8), at the rate of \$100 a day, beyond the 30 day deadline. If the elevator is tagged "out of service" by the Division of Labor, \$500 a day in liquidated damages will be assessed until such time that the correction is completed or a waiver is obtained.

The Contractor shall be required to perform all safety tests for all certified third-party inspectors. The Agency will be responsible for all costs for third-party inspectors. The Agency will be responsible for payment of Division of Labor certification fees. The Contractor shall be responsible for coordinating and scheduling all inspections with the third party Contractor.

Monthly, the Contractor shall test all equipment for proper operation in all buildings that have emergency generators and note the date on the chart in the elevator machine room.

When fire service is present, emergency light, alarm, telephone, fire recall and emergency return units shall be tested monthly to insure operability. A written record of this test shall be kept in the elevator machine room. Re-programming of elevator telephones shall be included in the Full-service maintenance.

2.4 Open-End Service: The Contractor shall also provide Open-end services on an on-call basis. On site response time for Open-end service calls shall be guaranteed within 24

hours of telephone notification or as scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

When Open-end service work is required of the Contractor, the Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor (refer to section 3.1). Contractor shall provide labor and material needed to accomplish the requested work. Travel time may not be charged on this Contract. **All Open-end services performed shall be billed to the Agency at a single hourly rate, as agreed upon herein, regardless of the date and time such services are performed.**

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

2.6 Parts: The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

Contractor shall maintain a supply of spare replacement parts in their inventory. All replacement parts and materials shall be specifically designed for the elevators on which they are to be used, including any special keys, safety wrenches, operation keys for fire recall, independent service, light/fan, inspection, and any other keys used for operation of the elevators.

Contractor may store materials on the Agency's premises only where the contractor provides a suitable metal cabinet. Lubricants, combustible and flammable material storage shall comply with the State of West Virginia Fire Marshall. The Contractor is responsible for the disposal of refuse generated by work related to this Contract. All disposal and handling of oil or anything relating to hydraulic elevators shall comply with the applicable EPA rules.

Materials, parts and equipment needed to complete open-end service or those that were excluded in section 2.2 may be charged to the Agency at the mark-up agreed upon herein, when the Agency grants prior approval through a release order (section 4.1).

The Vendor shall provide materials, parts and equipment used for full-maintenance and call-back service and shall include the cost under the monthly charges as agreed upon herein. There will be no additional, allowable charges.

Contractor shall furnish warranty of twelve (12) months on parts, components, and materials, or the minimum manufacturer's warranty for parts, whichever is longer.

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. Parts for Open-end service, where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

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

2.7 Reporting: Contractor shall report to the Agency or Agency Representative prior to performing any work specified in this contract. Vendor shall provide and keep current a chart (per ANSI 17.1 requirements), posted in the elevator machine rooms, on which entries shall be made to indicate the status of all service and maintenance work performed. Vendor shall maintain a complete, orderly and chronological log (including drawings, parts lists and wiring diagrams) of call-backs and repairs on each elevator. The Contractor shall have the necessary wiring diagrams needed to perform services. Said wiring diagram must be posted in elevator machine rooms. The Agency will provide the Contractor copies of all pertinent documents current as of the start date of this Contract.

A monthly summary report of elevator charts shall be submitted to the Agency Operations and Maintenance Manager monthly. Electronic copies of maintenance tickets shall be sent to the Operations and Maintenance Manager within 2 days of completion of the work.

The Contractor shall comply with all applicable Federal and State of West Virginia rules and regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under the contract. Contractor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Contractor's location during normal business hours upon written request by the Agency within 10 days after receipt of the request.

2.8 Facility Access: The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract. Upon award of the Contract, the Contractor will provide the Agency 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 to the Agency as they occur.

The Contractor shall maintain each machine room hoistway and overhead in an uncluttered, clean condition at all times.

2.9 Telephone Service: Contractor shall maintain a continuous 24-hour telephone service for receipt of maintenance service calls, 365 days a year. Contractor shall provide the Agency with alternative contacts should the 24-hour telephone service becomes temporarily unavailable. Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

Contractor shall provide the Agency with all available contact numbers for the technician(s) assigned to the Full Maintenance Service.

2.10 Costs: Contractor shall provide a monthly price for each elevator listed in Attachment B. Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

2.11 Facilities: The list of facilities for which service may be requested are in Attachment B. The Agency reserves the right to discontinue service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

2.12 Job Site Inspections: An Agency representative will conduct job site inspections periodically. The Agency will coordinate with the Contractor who shall be required to attend the job site inspections. A written report will be provided to the Contractor within 10 working days after each visit. The report will provide the Contractor with a full description of the needs and expected completion dates. Should the Contractor fail to comply with the Agency's needed corrections, then the Agency may, by written notice to the Contractor, terminate the Contractor's right to proceed further with the work. The Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to the Contractor.

2.13 Removal from Service: Only under emergency situations will the Contractor remove an elevator from service without prior approval from the Agency. Any elevator removed from service by the Contractor for maintenance shall be restored to service promptly. Under no circumstance shall any elevator covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Contractor has obtained approval from the Agency. The request for approval should include a description of the maintenance actions, estimated length of time service will be down and should be made well enough in advance so that the downtime can be scheduled.

2.14 Deductions: Should any elevator covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time beyond 7 days for renovations, etc., the Contractor shall reduce the monthly charged by one-thirtieth (1/30) for each day the elevator is out of service.

If an elevator is taken out of service, the Agency will notify the Contractor in writing and will remove the elevator from coverage the first day of the next month. The cost of the coverage for the unit will be deducted from the monthly unit price.

The amount of liquidated damages assessed against the Contractor will be deducted from monthly payments.

SECTION 3: ORDERING AND INVOICING

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited.

3.1 Release Orders: The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor.

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued which causes an individual job's total cost to exceed \$25,000.00.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

3.2 Invoices: Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports indicating hours worked and work performed on each elevator, signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance Section

- 2.6: Parts. Any expedited delivery charges for Open-end service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. The Contractor's cost of the part(s), the markup applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in the order by which parts appear on the Contractor's invoice.
 4. FEIN number, complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration
General Services Division
State Capitol Complex
Building 1, Room MB-68
1900 Kanawha Blvd. E.
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 4: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Full-service elevator maintenance and repairs under this Contract. The Contractor shall provide all documentation of the qualifications in line 2 prior to award of the Contract.

The Contractor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), International Union of Elevator Constructors or the National Association of Elevator Contractors CET program for all elevator mechanics directly employed and supervised by the Contractor. The Contractor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract.

1. The Contractor shall have 5 years experience installing and maintaining equipment of the type, character and magnitude as defined and listed in Attachment B. Documentation can include, but is not limited to: references, current and previous contracts, ANSI Accreditations, etc.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria.

$$\underline{\mathbf{A}} + \underline{\mathbf{B}} + \underline{\mathbf{C}} = \underline{\mathbf{D}} \text{ Your Bid}$$

The following is a **sample** bid tabulation, for reference only.

<u>Location Name</u>	<u>Capacity</u>	<u>Monthly Cost</u>	<u>(X12) Yearly Cost</u>
Capitol Complex, Building 1			
Elevator #1, East Wing	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #2, East Wing	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #3, MB, AG Office	1,800	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #4, MB	2,500	\$ <u>600.00</u>	<u>\$7200.00</u>
Elevator #5, MB, House Side	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #6, MB, Senate side	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #7, MB, Gov. Office	1,800	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #8, West Wing	2,500	\$ <u>620.00</u>	<u>\$7440.00</u>
Elevator #9, West Wing	2,500	\$ <u>620.00</u>	<u>\$7440.00</u>
W/C Lift, West Wing	750	\$ <u>350.00</u>	<u>\$4200.00</u>
W/C Lift, East Wing	750	\$ <u>320.00</u>	<u>\$3840.00</u>
Capitol Complex, Building 3			
Elevator #1	3,000	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #2	3,000	\$ <u>30.00</u>	<u>\$360.00</u>

Elevator #3	3,000	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #4	3,000	\$ <u>30.00</u>	<u>\$360.00</u>
Capitol Complex, Building 4			
Elevator #1, Left	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #2, Right	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
W/C Lift,	450	\$ <u>350.00</u>	<u>\$4200.00</u>
Capitol Complex, Building 5			
Elevator #1	3,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #2	3,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #3	3,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #4	3,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #5, Executive	2,500	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #6, Frt	5,000	\$ <u>650.00</u>	<u>\$7800.00</u>
Capitol Complex, Building 6			
Elevator #1	3,500	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #2	3,500	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #3	3,500	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #4	3,500	\$ <u>30.00</u>	<u>\$360.00</u>
Elevator #5	5,000	\$ <u>30.00</u>	<u>\$360.00</u>
Capitol Complex, Building 7			
Elevator #1	2,000	\$ <u>50.00</u>	<u>\$600.00</u>
Elevator #2, Frt	10,000	\$ <u>50.00</u>	<u>\$600.00</u>
Capitol Complex, Building 8			
Elevator #1, Gov's Mansion	750	\$ <u>350.00</u>	<u>\$4200.00</u>
Capitol Complex, Bldg 13			
Elevator #1, Parking Garage	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2, Parking Garage	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Capitol Complex, Bldg 15			
Elevator #1, 2019 Wash. St E.	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Capitol Complex, Bldg 17			
Elevator #1, 2101 Wash. St E.	2,100	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg 20, Leon Sullivan Way			
Elevator #1	6,000	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #2	4,000	\$ <u>650.00</u>	<u>\$7800.00</u>

Bldg 22, Lee and Dickinson

Elevator #1, Tax & Revenue	2,000	\$ <u>50.00</u>	<u>\$600.00</u>
Elevator #2, Tax & Revenue	2,000	\$ <u>50.00</u>	<u>\$600.00</u>
Elevator #3, Tax & Revenue	2,000	\$ <u>50.00</u>	<u>\$600.00</u>
Bldg 36, One Davis Square			
Elevator #1	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #3	2,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #4	4,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg 37, DEP Kanawha City			
Elevator #1	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #3	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #4	5,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Building 23, Beckley, WV			
Elevator #1	2,500	\$ <u>650.00</u>	<u>\$7800.00</u>
Elevator #2	3,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg 25, Parkersburg, WV			
Elevator #1	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2	6,000	\$ <u>650.00</u>	<u>\$7800.00</u>
Bldg 32, Huntington, WV			
Elevator #1	5,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg 34, Weirton, WV			
Elevator #1	3,500	\$ <u>150.00</u>	<u>\$1800.00</u>
Elevator #2	5,000	\$ <u>150.00</u>	<u>\$1800.00</u>
Bldg. 86, Smith Street, Chas			
Elevator #1	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Elevator #2	3,000	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg. 74, South Charleston			
Elevator #1	2,100	\$ <u>250.00</u>	<u>\$3000.00</u>
Bldg. 84, Greenbrier St.			
Elevator #1	2,500	\$ <u>250.00</u>	<u>\$3000.00</u>
Total Monthly Charge		\$ <u>20,110.00</u>	

Total Yearly Charge

\$241,320.00(A)

The amounts of hours and the aggregate expenditures of supplied parts are estimates, used only as a basis for award of the Contract. **Actual amounts required during the life of the Contract may be greater or lower.**

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in III.(C)(12)(c) and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference only:

Cost for Parts \$10,000 X Markup (<u>25%</u>) <u>1.25</u> =	<u>\$12,500.00(B)</u>
Flat Hourly Rate \$ <u>85.00</u> X 200 hours =	<u>\$17,000.00(C)</u>
Total Bid	<u>\$270,820.00 (D)</u>

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.

GSD116440

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 _____

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
	Capitol Complex, Building 1						
EV0001639	Elevator #1, East Wing	2,500	Elev/Trac	5	\$ _____	12	\$ _____
EV0001639	Elevator #2, East Wing	2,500	Elev/Trac	5	\$ _____	12	\$ _____
EV0001639	Elevator #3, MB, AG Office	1,800	Elev/Trac	3	\$ _____	12	\$ _____
EV0001639	Elevator #4, MB	2,500	Elev/Hyd	4	\$ _____	12	\$ _____
EV0001639	Elevaror #5, MB, House Side	2,500	Elev/Trac	4	\$ _____	12	\$ _____
EV0001639	Elevator #6, MB, Senate side	2,500	Elev/Trac	4	\$ _____	12	\$ _____
EV0001639	Elevator #7, MB, Gov. Office	1,800	Elev/Trac	3	\$ _____	12	\$ _____
EV0001639	Elevator #8, West Wing	2,500	Elev/Trac	5	\$ _____	12	\$ _____
EV0001639	Elevator #9, West Wing	2,500	Elev/Trac	5	\$ _____	12	\$ _____
EV0001639	W/C Lift, West Wing	750	WC Lift	2	\$ _____	12	\$ _____
EV0001639	W/C Lift, East Wing	750	WC Lift	2	\$ _____	12	\$ _____
	Capitol Complex, Building 3						
EV0001639	Elevator #1	3,000	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #2	3,000	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #3	3,000	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #4	3,000	Elev/Trac	9	\$ _____	12	\$ _____
	Capitol Complex, Building 4						
EV0001639	Elevator #1, Left	2,500	Elev/Trac	8	\$ _____	12	\$ _____
EV0001639	Elevator #2, Right	2,500	Elev/Trac	8	\$ _____	12	\$ _____
EV0001639	W/C Lift,	450	WC Lift	2	\$ _____	12	\$ _____
	Capitol Complex, Building 5						
EV0001639	Elevator #1	3,500	Elev/Trac	11	\$ _____	12	\$ _____
EV0001639	Elevator #2	3,500	Elev/Trac	11	\$ _____	12	\$ _____
EV0001639	Elevator #3	3,500	Elev/Trac	11	\$ _____	12	\$ _____
EV0001639	Elevator #4	3,500	Elev/Trac	11	\$ _____	12	\$ _____
EV0001639	Elevator #5, Executive	2,500	Elev/Trac	11	\$ _____	12	\$ _____
EV0001639	Elevator #6, Frt	5,000	Elev/Trac	12	\$ _____	12	\$ _____
	Capitol Complex, Building 6				\$ _____		
EV0001639	Elevator #1	3,500	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #2	3,500	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #3	3,500	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #4	3,500	Elev/Trac	9	\$ _____	12	\$ _____
EV0001639	Elevator #5	5,000	Elev/Trac	10	\$ _____	12	\$ _____
	Capitol Complex, Building 7						\$ _____
EV0001639	Elevator #1	2,000	Elev/Hyd	3	\$ _____	12	\$ _____
EV0001639	Elevator #2, Frt	10,000	Elev/Hyd	3	\$ _____	12	\$ _____
	Capitol Complex, Building 8						
EV0001639	Elevator #1, Governors Manion	750	Priv Res	4	\$ _____	12	\$ _____
	Capitol Complex, Building 13						
EV0001639	Elevator #1, Parking Garage	2,500	Elev/Hyd	4	\$ _____	12	\$ _____
EV0001639	Elevator #2, Parking Garage	2,500	Elev/Hyd	4	\$ _____	12	\$ _____
	Capitol Complex, Building 15						
EV0001639	Elevator #1, 2019 Wash. St E.	2,500	Elev/Hyd	2	\$ _____	12	\$ _____
	Capitol Complex, Building 17						
EV0001639	Elevator #1, 2101 Wash. St E.	2,100	Elev/Hyd	3	\$ _____	12	\$ _____
	Building 20, Leon Sullivan Way						
EV0001639	Elevator #1	6,000	Elev/Trac	6	\$ _____	12	\$ _____
EV0001639	Elevator #2	4,000	Roped/Hy	6	\$ _____	12	\$ _____

<u>CONTACT INFORMATION</u>									
<u>Company Name:</u>									
<u>Company Address:</u>									
<u>Contractor Contact Name:</u>									
<u>Contractor Phone Number:</u>									
<u>Contractor Fax Number:</u>									
<u>Contractor Email Address:</u>									
<u>Please provide the following numbers below:</u>									
<u>24 Hour Phone Number for Callback Services:</u>									
<u>Fax/email for Release Order Receipt:</u>									

EV#	LocationName	SerialNo.	Capacity	Make	Type	Speed	Land	InstallYr	Mod Yr
EV0001639	Capitol Complex, Building 1, Ele #1, East Wing	98966	2,500	Murphy	Elev/Trac	350	5	1996	
EV0001639	Capitol Complex, Building 1, Ele #2, East Wing	BE 8350	1,800	Dover	Elev/Trac	350	5	1994	
EV0001639	Capitol Complex, Building 1, Ele #3, MB, Attorney General Off	200450	1,800	Otis	Elev/Trac	100	3	1926	1998
EV0001639	Capitol Complex, Building 1, Ele #4, MB	ET 9078	2,500	Thyssen	Elev/Hyd	125	4	2005	
EV0001639	Capitol Complex, Building 1, Ele #5, MB, House Side	200447	2,500	Otis	Elev/Trac	500	4	1926	1997
EV0001639	Capitol Complex, Building 1, Ele #6, MB, Senate side	200448	2,500	Otis	Elev/Trac	500	4	1926	1997
EV0001639	Capitol Complex, Building 1, Ele #7, MB, Gov. Office	200449	1,800	Otis	Elev/Trac	100	3	1926	2004
EV0001639	Capitol Complex, Building 1, Ele #8, West Wing	107135	2,500	Millar	Elev/Trac	350	5	1997	
EV0001639	Capitol Complex, Building 1, Ele #9, West Wing	98967	2,500	Murphy	Elev/Trac	350	5	1996	
EV0001639	Capitol Complex, Building 1, W/C Lift, West Wing	AS16392	750	Porchlift	WC Lift	15	2	1994	
EV0001639	Capitol Complex, Building 1, W/C Lift, East Wing	AS16391	750	Porchlift	WC Lift	15	2	1994	
EV0001639	Capitol Complex, Building 3, Ele #1	C-30184	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 3, Ele #2	C-30185	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 3, Ele #3	C-30186	3,000	Dover	Elev/Trac	500	9	1979	2005
EV0001639	Capitol Complex, Building 3, Ele #4	C-30187	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 4, #1, Left	B03085	2,500	Dover	Elev/Trac	500	8	1953	1991
EV0001639	Capitol Complex, Building 4, #2, Right	B03086	2,500	Dover	Elev/Trac	500	8	1953	1991
EV0001639	Capitol Complex, Building 4, W/C Lift,	6608LA	450	Porchlift	WC Lift	20	2	2001	
EV0001639	Capitol Complex, Building 5, Ele #1	207110	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #2	207111	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #3	207112	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #4	207113	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #5, Executive	207114	2,500	Otis	Elev/Trac	500	11	1968	2006
EV0001639	Capitol Complex, Building 5, Ele #6, Ft	207115	5,000	Otis	Elev/Trac	350	12	1968	
EV0001639	Capitol Complex, Building 6, Ele #1	207117	3,500	Otis	Elev/Trac	500	9	1968	2007
EV0001639	Capitol Complex, Building 6, Ele #2	207118	3,500	Otis	Elev/Trac	500	9	1968	2007
EV0001639	Capitol Complex, Building 6, Ele #3	207119	3,500	Otis	Elev/Trac	500	9	1968	2002
EV0001639	Capitol Complex, Building 6, Ele #4	207120	3,500	Otis	Elev/Trac	500	9	1968	2002
EV0001639	Capitol Complex, Building 6, Ele #5	207116	5,000	Otis	Elev/Trac	350	10	1968	
EV0001639	Capitol Complex, Building 7, Ele #1	207121	2,000	Otis	Elev/Hyd	125	3	1968	
EV0001639	Capitol Complex, Building 7, Ele #2, Ft	207122	10,000	Otis	Elev/Hyd	100	3	1968	
EV0001639	Capitol Complex, Building 8, Ele #1, Governors Manion	01058HIH	750	Incinator	Priv Res	37	4	2004	
EV0001639	Capitol Complex, Building 13, Ele #1, Parking Garage	419793	2,500	Otis	Elev/Hyd	125	4	1999	
EV0001639	Capitol Complex, Building 13, Ele #2, Parking Garage	419792	2,500	Otis	Elev/Hyd	125	4	1999	
EV0001639	Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	EH 5329	2,500	Dover	Elev/Hyd	100	2	1997	
EV0001639	Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	E-53373	2,100	Dover	Elev/Hyd	100	3	1978	
EV0001639	Building 20, Ele #1, 617 Leon Sullivan Way, (Old Liquor Whs)	16537	6,000	Warner	Elev/Trac	75	6	1955	
EV0001639	Building 20, Ele #2, 617 Leon Sullivan Way, (Old Liquor Whs)	FM03-114558	4,000	Thyssen	Roped/Hy	150	6	2008	
EV0001639	Building 22, Ele #1, Tax & Revenue, Lee & Dickinson St.	BV 7943	2,000	Thyssen	Elev/Trac	250	6	2007	

EV#	LocationName	SerialNo.	Capacity	Thyssen Make	Elev/Trac Type	Speed	Land	InstallYr	Mod Yr
EV0001639	Building 22, Ele #2, Tax & Revenue, Lee & Dickinson St.	BV 7944	2,000	Thyssen	Elev/Trac	250	6	2007	
EV0001639	Building 22, Ele #3, Tax & Revenue, Lee & Dickinson St.	BV 7945	2,000	Thyssen	Elev/Trac	200	6	2006	
EV0001324	Building 36, Ele #1, One Davis Square, 321 Capital St.	E-89689	2,500	Dover	Elev/Hyd	150	5	1986	
EV0001324	Building 36, Ele #2, One Davis Square, 321 Capital St.	E-89690	2,500	Dover	Elev/Hyd	150	5	1986	
EV0001324	Building 36, Ele #3, One Davis Square, 321 Capital St.	E-89691	2,000	Dover	Elev/Hyd	100	2	1986	
EV0001324	Building 36, Ele #4, One Davis Square, 321 Capital St.	C 19319	4,000	Shepard-Wa	Elev/Trac/	75	5	1957	
EV0002973	Building 37, Ele #1, DEP-Kanawha City, 610 57th St.	ER 2654	3,000	Thyssen	Elev/Hyd	160	3	2004	
EV0002973	Building 37, Ele #2, DEP-Kanawha City, 610 57th St.	ER 2655	3,000	Thyssen	Elev/Hyd	160	3	2004	
EV0002973	Building 37, Ele #3, DEP-Kanawha City, 610 57th St.	ER 2656	3,000	Thyssen	Elev/Hyd	160	3	2004	
EV0002973	Building 37, Ele #4, DEP-Kanawha City, 610 57th St.	ER 2657	5,000	Thyssen	Elev/Hyd	150	3	2004	
EV0001642	Bldg 23, Ele #1, 407 Neville St., Beckley	7332M	2,500	Westinghou	Elev/Trac	200	4	1957?	1974
EV0001642	Bldg 23, Ele #2, 407 Neville St., Beckley	EA 3028	3,500	Dover	Elev/Hyd	140	5	1988	
EV0001295	Bldg 25, Ele #1, WV St Office, 400 Avery St., Parkersburg	EA 7958	2,500	Dover	Elev/Hyd	100	6	1989	
EV0001295	Bldg 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	16455	6,000	Warner	Elev/Trac	100	5	1955	
EV0002878	Bldg. 32, Ele #1, WV St Office, 2699 Park Ave, Huntington	EP 2511	5,000	Thyssen	Elev/Hyd	125	2	2002	
EV0002878	Bldg. 32, Ele #2, WV St Office, 2699 Park Ave, Huntington	EP 2510	3,000	Thyssen	Elev/Hyd	110	2	2002	
EV0003074	Bldg. 34, Ele #1, WV St Ofc, 100 Municipal Piza, Weirton	445758	3,500	Otis	Elev/Hyd	125	2	2005	
EV0003074	Bldg. 34, Ele #2, WV St Ofc, 100 Municipal Piza, Weirton	445759	5,000	Otis	Elev/Hyd	125	2	2005	
EV0002254	Bldg 86, Ele #1 WV St Ofc, 1124 Smith Street, Charleston	8580202	3,000	Schindler	Elev/Hyd		5		
EV0002254	Bldg 86, Ele #2 WV St Ofc, 1124 Smith Street, Charleston	8580201	3,000	Schindler	Elev/Hyd		5		
EV0001202	Bldg 74, Ele #1 WV St Ofc, 318 4th Ave. So. Charleston	E51770	2,100	Dover	Elev/Hyd		3		
	Bldg 84, Ele#1 WV St Ofc, 1409 Greenbrier St,Charleston	E57598	2,500	Dover	Elev/Hyd		3		