



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
 GSD126751

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/06/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126751).		
				BID OPENING DATE REMAINS: 03/15/2012		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	EA		910-13		
				MONTHLY ELEVATOR MAINTENANCE FOR DOA OWNED BLDGS.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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.html 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).

GSD126751 Technical Questions and Answers

Q1. Please provide the bid record sheets for the previous bid opening. If none available, may I review the public bid records that are available.

A1. Prior bids are available on line in the Purchasing Bulletin or available for review at the Purchasing Division located at 2019 Washington Street East, Charleston, WV 25305.

Q2. Contract term question. As it is written on page 3 this is a 1 year term with month to month thereafter up to no more that 12 months coverage after the original year. How does this differ from the previous bid of contract service with a stated hourly rate? The renewal area shows up to two (2) one year renewal periods. What does the phrase "pricing firm for life of contract" involve if there is no real term structure in the base contract?

A2. It is stated on page 3 "Renewal: This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to 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". The contract renewal would be a mutual consent between the successful vendor and the State. The contract terms would remain the same as the contract where the original bid was submitted.

Q3. Cancellation: "cancellation immediately upon written notice if commodities and/or services are of inferior quality." Is there any measurable means of determining if the service provided is of "inferior quality?" Do you have a "calls per unit" benchmark for the complex? Can you provide the call back history of the site for all the units? This record should be available for prospective bidders.

A3. The statement goes on to say "...or do not conform to the specifications and contract herein". The measurable means would either the service is provided or not provided. For example, as stated in Section 2: Scope, the specification states: "Routine examinations and maintenance shall be made **at least twice monthly** for each elevator." If the successful vendor did not make two routine examinations per month per elevator, they would not conform to the specifications.

Q4. What specific prevailing wage rates are being used for this project?

A4. Please refer to page 5 of the RFQ. Wage rates are determined by the US DOL and the classification of your employee.

Q5. No addendums were discussed at the bid conference. Is there any chance that the bid date will be extended? Survey of multiple sites in such a short time presents hardship based on physical time constraints. Are there any open compliance orders for needed or recommended repairs? (Cables, gears, bearings, motor generators etc). Are all units running and "in service" at this time? Have there been any elevator consultant reports or recommended capitol plans for suggested elevator upgrades?

A5. The technical questions and answer periods and acknowledgement of addendums were discussed in the pre-bid meeting. Also, refer to page 2 of the RFQ and page 8-9 of the RFQ. There is no bid date extension anticipated at this time. The successful vendor will be apprised of the elevators that are not in service when the contract is awarded. The successful vendor will not be held liable for any elevator not in service prior to award of the contract.

Q6. Are record electrical prints available for all equipment? Does the physical plant maintain a set separate from those in each machine room?

A6. The prints are not available for all equipment in the chiller plant.

Q7. Will all the bids received be opened publicly and available for inspection?

A7. All bid openings are open to the public. All bids submitted by each vendor are available for anyone to review.

Q8. Full Service Maintenance: Section F: "When fire service is present it shall be tested....." Is there a listing or certification of which units are not fully fire service compliant? Is there an obligation to correct deficiencies that may not be known at this time or will not be discovered until tested?

A8. All units have passed annual inspection. All units are compliant, there are no known deficiencies at this time and any discovered after award will be considered new and the awarded contractor will be expected to bring back into compliance.

Q9. Section G: Suspension ropes.... changed per code. Is there an obligation to replace ropes that are already none compliant (undersized) at the beginning of the contract?

A9. All units are currently compliant per DOL inspection. There are no known deficiencies at this time and any discovered after award will be considered new and the awarded contractor will be expected to bring back into compliance.

Q10. Covered components listed include Cylinders and casings that are buried equipment. These are typically not included because there is no "maintenance tasking" that can prolong the life of buried equipment. Can these items be excluded? This also applies to finish items and ancillary systems as follows: Wall Panels, Ceilings, diffusers, handrails, mirrors, cover plates, music systems, car heaters, air-conditioners, smoke sensors, heat sensors, mainline power switches and breakers.

A10. CYLINDERS and CASINGS shall be excluded.

Q11. How is the penalty for delay in service call arrival assessed? If a technician is 15 min. late is a "prorated" 25% share of \$75 assessed? Who certifies the arrival time? Please provide the call back records so that the level of after hours (and remote areas) service calls can be assessed.

A11. Call back records are available on a monthly basis. You may contact Dave Parsons, 304-550-9650, to review the documents. Historically, 5% of the calls are after hours.

Q12. 2.3 Safety Checks and Tests: "contractor may be held responsible for damage to equipment and the building". Barring negligence how can a contractor be required to repair building structure that fails during testing. See the attached proposed standard safety test language:

Maintenance Contract Testing Language
TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Hydraulic	Pressure/Relief Valve	Annually
Hydraulic	Full Load	Annually

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirement after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

A12. The last sentence in the first paragraph of **2.3 Safety Checks and Tests** shall read: "Contractor may be held responsible for damage to the elevator or building if tests are not conducted properly, in accordance with the West Virginia Department of Labor guidelines and approved inspection services".

The Contractor shall be held responsible for damage to the elevator or building if inspection and testing is not conducted in accordance with the West Virginia Department of Labor guidelines and approved inspection services.

Q13. 2.4 Open End Service: "travel time may not be charged on this contract". Does this also apply to remote service areas?

A13. Yes, travel time should be included in the monthly cost for service at all locations.

Q14. Changes: "no revision shall be issued which cause an individual job's total cost to exceed \$25,000.00." What would happen if there was a fire or other emergency that required immediate repair? Would this emergency repair be bid automatically?

A14. The State Purchasing Division has a policy and procedure set forth to mitigate emergency situations outside the scope of this contract.

Q15. Labor Warranty: There can be no warranty on labor. An installed upgrade can have a warranty but service work (labor) is by definition an "as needed service." How do you propose to correct this verbiage? (Page 18)

A15. Labor Warranty is an assurance that the workmanship is free from defects for work that has not been subject to accident, vandalism, misuse, abuse or ordinary wear and tear. The language regarding labor warranty shall be binding.

Q16. Indemnification: Can "mutual" indemnification language be inserted to this section in compliance with the stated insurance provisions? Will changes exclude our bid from consideration?

A16. The language in this contract shall not be changed.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

QSD 126751

Date:

2/21/2012

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: OHS Elevator
 Firm Address: 4758 Charming Drive
 Charleston, WV
 Representative Attending: Dan Dugan
 Phone Number: 304-352-2298
 Fax Number: 860-998-1588
 Email Address: Dan.d@ohs.com

Firm Name: ~~Industrial~~ Steve Cottrell
 Firm Address: Industrial Elevator
 3177 Millers Run Road
 Cecil PA 15321
 Representative Attending: Mike Hartman
 Phone Number: 412-257-0124
 Fax Number: 412-257-3480
 Email Address: Scott11@ICElevator.com

Firm Name: MURPHY ELEVATOR
 Firm Address: 1004 4th Ave.
 Huntington, WV 25701
 Representative Attending: WALT BAKER
 Phone Number: 304-389-0272
 Fax Number: 304-697-0675
 Email Address: walt@murphyelevator.com

Firm Name: KONE
 Firm Address: 735 Cross Pointe Road
 Suite G
 Solon, Ohio 43238
 Representative Attending: Jeff Havers
 Phone Number: (614) 866-1751 x 213
 Fax Number: (614) 866-3240
 Email Address: jeff.havers@kone.com

Firm Name: ~~ThyssenKrupp~~ ThyssenKrupp
 Firm Address: 901 Morris St.
 Charleston, WV 25301
 Representative Attending: ERIC HACKETT
 Phone Number: 304-342-8115
 Fax Number: 866-812-5542
 Email Address: eric.hackett@thyssenkrupp.com

Firm Name: Schindler Elevator Corp.
 Firm Address: 230 Bilmar Drive
 Pittsburgh, PA 15205
 Representative Attending: Jerry Brown
 Phone Number: 412-578-6634
 Fax Number: 412-578-6604
 Email Address: Jerry.Brown@us.schindler.com