



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
HHR12151

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), DHHR BUILDING MANAGEMENT, REQUEST A QUOTE FOR ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND PARTS NECESSARY TO PERFORM PREDICTIVE AND CORRECTIVE MAINTENANCE TO THE ELEVATORS LOCATED AT THE FOLLOWING LOCATIONS PER THE ATTACHED SPECIFICATIONS.</p> <p>BUILDING LOCATIONS: 350 CAPITOL STREET, CHARLESTON, WV 500 CAPITOL STREET, CHARLESTON, WV 619 VIRGINIA STREET, CHARLESTON, WV</p> <p>***** *MANDATORY PRE-BID: MAY 1, 2012 @ 1:30 PM * * ONE DAVIS SQUARE, STE 104 * * CHARLESTON, WV * *****</p> <p>THE FOLLOWING MANDATORY DOCUMENTS MUST BE FURNISHED WITH YOUR BID SUBMISSION.</p> <p>1. DRUG FREE WORKPLACE AFFIDAVIT 2. WV CONTRACTORS LICENSE NUMBER 3. BID BOND MUST BE INCLUDED</p> <p>BID OPENING: MAY 24, 2012 @ 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>ATTACHMENTS TO RFQ: 1. SPECIFICATIONS 2. COST SHEET 3. DRUG FREE WORKPLACE AFFIDAVIT 4. PURCHASING AFFIDAVIT 5. BID BOND INSTRUCTIONS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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).



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0001	12	MN		910-13		
<p>BLANKET CONTRACT FOR ELEVATOR PREVENTATIVE MAINTENAN</p> <p>CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND PARTS NECESSARY TO PERFORM PREDICTIVE AND CORRECTIVE MAINTENANCE ON THE ELEVATORS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>NOTE: THIS OPEN END CONTRACT IS TO MAINTAIN THE EQUIPMENT IN PROPER OPERATING ORDER. IT IS NOT TO BE USED FOR MAJOR RENOVATIONS OR UPGRADES TO THE EQUIPMENT.</p> <p>THE CONTRACTOR WILL MEET ALL LEGAL REQUIREMENTS AND PROFESSIONAL STANDARDS, FEDERAL, STATE, AND LOCAL REGULATIONS RELEVANT TO EACH AREA OF SERVICE WITHIN THEIR PROFESSION.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON MAY 1, 2012 AT 1:30PM, ROOM 104, ONE DAVIS SQUARE, 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</p>						

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<p>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> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/04/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST</p>						

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<p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>CANCELLATION THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 KANAWAHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS MIN.OF \$1,000,000.00 PER OCCURENC</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</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>						

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ADDENDUM NOS. :						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.....SIGNATURE						
.....COMPANY						
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL						

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<p>PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

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 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
HHR12151

PAGE
12

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ HHR12151 ***** TOTAL: _____						

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'

**REQUEST FOR QUOTATIONS #HHR12151
ELEVATOR MAINTENANCE
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
1 DAVIS SQUARE, SUITE 100 WEST
CHARLESTON, WV 25301**

Location: West Virginia Department of Health and Human Resources
Buildings Listed Herein

For: State of West Virginia
Department of Health and Human Resources
1 Davis Square, Suite 100 West
Charleston, WV 25301

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: HHR12151 Equipment List
3. Attachment C: HHR12151 Building List

A **MANDATORY** PRE-BID CONFERENCE WILL BE CONDUCTED AT ONE DAVIS SQUARE, SUITE 100 WEST IN CHARLESTON, WEST VIRGINIA ON **INSERT PREBID DATE AND TIME**.

Prospective bidders will have the opportunity to visit each location immediately following the pre-bid conference. This visit is for reference only. Any questions arising from site visits must be submitted in accordance with the provisions for technical questions listed in this document.

SECTION 1: DEFINITIONS

- A. "Agency" shall be defined as the Department of Health and Human Resources (DHHR), 1 Davis Square, Suite 100 West, Charleston, WV 25301.
- 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 maintenance 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 DHHR Director of the Operational Services. This representative will normally be the Building Maintenance Supervisor in charge of each building.
- H. "Holidays" 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 Health and Human Resources 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). The Agency Representative shall be notified anytime the Contractor is onsite at any location.

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 Kanawha County, WV. 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.

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

The Contractor shall continuously analyze equipment performance, including riding quality, equipment condition and operational systems and perform all part 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.

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 make corrections to 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
Communication systems (intercoms), telephone cables
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 (**except general 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 corrected. 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 maintenance and/or corrections 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 corrections 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 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.

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

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.

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 in the excluded portion of section 2.1 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 maintenance 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 facility. Access keys and swipe cards will be provided to the Contractor from the Security Desk as needed. The Contractor must sign for all access keys and swipe cards and return when services are complete for the day. 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 Health and Human Resources
Accounts Payable
1 Davis Square, Suite 100 West
Charleston, WV 25301

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 under this Contract. The Contractor shall provide all documentation of the qualifications 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 of 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.

5.1.1: Upon award, Vendor shall be registered with the State of West Virginia Purchasing Division and the West Virginia Secretary of State's office, and be in good standing with the State of West Virginia for Insurance, Workers Compensation, etc.

5.1.2: Performance Bond: Upon award, a Performance Bond shall be obtained for 100% of the contract total.

5.1.3: Insurance Requirements: Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts

required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

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

5.1.4: License Requirement: The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV Business Certificate and any other license it may be required to hold by the nature of its operation.

5.1.5: Protest Bond: Any bidder that files a protest of an award shall at the time of the protest, submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

5.1.6: Labor & Material Bond: Upon award, a Labor & Material Bond shall be obtained for 100% of the contract total.

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 maintenance 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. **A + B + C = D 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>
Diamond, 350 Capitol Street			
Elevator #1	2,500	\$ <u>125</u>	12 \$ <u>1500</u>
Elevator #2	2,500	\$ <u>125</u>	12 \$ <u>1500</u>
Elevator #3	5,000	\$ <u>150</u>	12 \$ <u>1800</u>
Freight	4,000	\$ <u>175</u>	12 \$ <u>2100</u>
Parking Garage, 500 Capitol St.			
Elevator #1	2,500	\$ <u>125</u>	12 \$ <u>1500</u>
Elevator #2	2,500	\$ <u>125</u>	12 \$ <u>1500</u>
OCME, 619 Virginia St. West			
Elevator #1	2,000	\$ <u>100</u>	12 \$ <u>1200</u>
Total Monthly Charge		\$ <u>925.00</u>	
Total Yearly Charge			\$ <u>11,100.00(A)</u>

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 \$5,000 X Markup (<u>10%</u>) <u>1.10</u> =	<u>\$5,500.00(B)</u>
Flat Hourly Rate \$ <u>65.00</u> X 50 hours =	<u>\$3,250.00(C)</u>
Total Bid	<u>\$19,850.00 (D)</u>

LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
Diamond, 350 Capitol Street						
Elevator #1	2,500	Traction	8	\$ _____	12	\$ _____
Elevator #2	2,500	Traction	8	\$ _____	12	\$ _____
Elevator #3	5,000	Traction	9	\$ _____	12	\$ _____
Freight	4,000	Traction	4	\$ _____	12	\$ _____
Parking Garage, 500 Capitol St.						
Elevator #1	2,500	Hydraulic	8	\$ _____	12	\$ _____
Elevator #2	2,500	Hydraulic	8	\$ _____	12	\$ _____
OCME, 619 Virginia St. West						
Elevator #1	2,000	Hydraulic	2	\$ _____	12	\$ _____
Total Monthly Charge				\$ _____		
Total Yearly Charge				A	\$ _____	
Cost for Parts \$5,000 X Markup (_____ %) 1. _____ =				B	\$ _____	
Flat Hourly Rate \$ _____ X 50 hours =				C	\$ _____	
Add Columns A+B+C= D Your Bid						
Total Bid				D	\$ _____	
CONTACT INFORMATION						
Company Name: _____						
Company Address: _____						
Contractor Contact Name: _____						
Contractor Phone Number: _____						
Contractor Fax Number: _____						
Contractor Email Address: _____						
Please provide the following numbers below:						
24-Hr Phone Number for Callback Services: _____						
Fax/email for Release Order Receipt: _____						
Signature of Authorized Company Agent: _____				Date: _____		



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND PREPARATION INSTRUCTIONS

0031

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E),
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

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

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

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

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

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

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 _____