



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

Solicitation

NUMBER
MMB13075

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED

10/10/2012

BID OPENING DATE:

10/25/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 1						

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: MMB13075
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as MMB13075 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: See attached

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

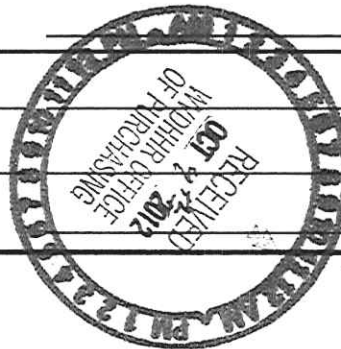
ATTACHMENT A
AS PER ATTACHED DOCUMENTATION.

SIGN IN SHEET

Page 1 of 1Date: 10/4/12Request for Proposal No. MMB13075 PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>MIRC</u>	<u>500 BZ Prestige Park</u>	PHONE <u>304 757 0880</u>
Rep: <u>H.R. Powers</u>	<u>Hurricane WV 25526</u>	TOLL FREE
Email Address: _____	_____	FAX <u>304 757 0881</u>
Company: <u>Oracle Elevator</u>	<u>4136 W Washington St</u>	PHONE <u>304-356-6694</u>
Rep: <u>Kimberly Johnson</u>	<u>Charleston, WV 25313</u>	TOLL FREE
Email Address: <u>Kim.Johnson@oracleelevator.com</u>	_____	FAX <u>304-744-4022</u>
Company: <u>THY SSENKRUPP</u>	<u>901 MORRIS ST</u>	PHONE <u>304-342-8115</u>
Rep: <u>TOMMY JONES</u>	<u>CHARLESTON WV 25301</u>	TOLL FREE
Email Address: <u>TONY.JONES@THYSSENKRUPP.COM</u>	_____	FAX <u>866-812-5542</u>
Company: _____	_____	PHONE
Rep: _____	_____	TOLL
Email Address: _____	_____	FREE
Company: _____	_____	FAX
Rep: _____	_____	PHONE
Email Address: _____	_____	TOLL
_____	_____	FREE
_____	_____	FAX





ThyssenKrupp

Tony Jones
SERVICE/REPAIR SALES

ThyssenKrupp Elevator Americas
901 Morris Street, Charleston, WV 25301
Phone: (304) 342-8115, Mobile: (304) 541-8374
Fax: (866) 812-5542
E-mail: tony.jones@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com

Kimberly Johnson
Sales

Oracle Elevator

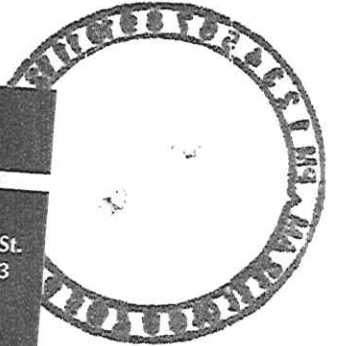
The Future of Elevator Service

www.oracleelevator.com

kim.johnson@oracleelevator.com

Charleston Office:
4136 W. Washington St.
Charleston, WV 25313

c: 304.356.6694
p: 304.744.4020
f: 304.744.4022



Question #1:

I would like to make a formal request to see the existing contract that Mildred Mitchell-Bateman Hospital has with ThyssenKrupp.

Response #1:

We have included this in the attachment, it is in no-way related to the new Request for quotation and should not be used in any way during the bid process. Only the specifications on the Request for Quotation MMB13075 apply to the new solicitation.



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Purchase Order

0007

PURCHASE ORDER NO.
S 100024

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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	MILDRED MITCHELL - BATEMAN
	HOSPITAL
	P.O. BOX 448
	HUNTINGTON, WV 25709

VENDOR	*709063719 304-342-8115
	THYSSENKRUPP ELEVATOR CO
	901 MORRIS STREET
	CHARLESTON WV 25301-1422

SHIP TO	HEALTH AND HUMAN RESOURCES	304-525-7801
	MILDRED MITCHELL-BATEMAN	
	HOSPITAL	
	1530 NORWAY AVENUE	
	HUNTINGTON, WV 25705	

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
07/23/2009	NET 30	621211267	FIMS		
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	--		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
0001	WV-88	AGENCY	PURCHASE ORDER		
	12	MN		.00000	.00
	07/22/2009		910-13		
	ELEVATOR MAINTENANCE AND REPAIR				
	ELEVATOR MAINTENANCE CONTRACT				
	EFFECTIVE: JULY 01, 2009 THROUGH JUNE 30, 2010				
	*** OPEN END *** NOT TO EXCEED \$25,000.00 IN ONE YEAR				
	VENDOR IS TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND PARTS TO PERFORM PREVENTATIVE AND CORRECTION MAINTENANCE ON ALL ELEVATORS AT MILDRED MITCHELL-BATEMAN HOSPITAL LOCATED AT 1530 NORWAY AVENUE HUNTINGTON WV 25705				
	CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARD A17.1 AND ALL FEDERAL, STATE AND LOCAL LAWS.				
	CONTRACTOR WILL BE RESPONSIBLE FOR PERFORMING BOTH PREVENTIVE AND CORRECTIVE MAINTENANCE SO AS TO ASSURE THE OPERATIONAL RELIABILITY AND SAFETY OF ELEVATORS.				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					.00
					TOTAL

2009 JUL 31 AM 9:05
FISCAL SERVICES UNIT

BY *Julie Jones*
 JULIE JONES 304-558-0437
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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Purchase Order

0009

PURCHASE ORDER NO.
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	MILDRED MITCHELL - BATEMAN
	HOSPITAL
	P.O. BOX 448
	HUNTINGTON, WV 25709

VENDOR	*709063719 304-342-8115
	THYSSENKRUPP ELEVATOR CO
	901 MORRIS STREET
	CHARLESTON WV 25301

SHIP TO	HEALTH AND HUMAN RESOURCES	304-525-7801
	MILDRED MITCHELL-BATEMAN	
	HOSPITAL	
	1530 NORWAY AVENUE	
	HUNTINGTON, WV 25705	

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BEST WAY	DESTINATION	PREPAID			
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
REPAIRS MADE DURING NORMAL WORKING HOURS DUE TO VANDALISM SHALL BE BILLED AT THE RATE OF \$125.00 PER MAN PER HOUR PLUS PARTS. NORMAL BUSINESS HOURS ARE: 8:00A.M. - 5:00P.M. FROM TIME TO TIME ADDITIONAL WORK IS REQUIRED THAT IS NOT COVERED UNDER THE EXISTING MAINTENANCE, VANDALISM CATEGORIES PROVIDED FRO ELSEWHERE IN THIS CONTRACT. SHOULD THIS WORK BE REQUIRED, THE CONTRACTOR AGREES TO FURNISH A MECHANIC FOR \$125.00 PER HOUR. (THOUGH THERE IS NO GUARANTEE THAT WORKS WILL BE REQUIRED UNDER THIS PORTION OF THE CONTRACT, AS A BASIS FOR PROVIDING HIS BID, THE VENDOR MAY ASSUME THAT A TOTAL OF SEVENTY-FIVE MECHANIC HOURS WILL BE USED.) MATERIALS WILL BE PROVIDED WITH A 15% MARK-UP MONTHLY MAINTENANCE SCHEDULE: 1 - TYPE G - BLDG. V - OTIS - S/N 204339 - \$250.00/MN 1 - TYPE G - BLDG. V - OTIS - S/N 203540 - \$250.00/MN 1 - TYPE G - BLDG. I - OTIS - S/N 203583 - \$250.00/MN 1 - TYPE G - BLDG. III - WESTINGHOUSE - S/N 905-58 - \$250.00/MN					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY _____ PURCHASING DIVISION AUTHORIZED SIGNATURE

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LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT.NO.	ITEM NUMBER
	1 - TYPE G	- BLDG. III	- WESTINGHOUSE - S/N 715058
			\$250.00/MN
	1 - TYPE H	- BLDG. II	- SCHINDLER 330A - S/N 143781
			\$250.00/MN
TYPE LEGEND:		E - ELECTRIC	DL - DOCK LIFT
		H - HYDRAULIC	ES - ESCALTOR
			G - GEARED
THYSSENKRUPP'S EMERGENCY NUMBER:		304-583-5884	
CONTRACT WILL COVER THE TIME PERIOD OF ONE (1) YEAR STARTING 07/01/2009 AND ENDING 06/30/2010 WITH THE OPTION OF TWO (2) ONE (1) YEAR RENEWALS, UPON THE WRITTEN CONSENT OF BOTH PARTIES.			
AS PER ATTACHED RFQ.			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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S100024 – MMBH Preventative Elevator Maintenance Contract

I. GENERAL INFORMATION

- 1.1 Request for Quotation to provide all labor, material, equipment, supplies and parts to perform preventive and corrective maintenance on the elevators at Mitchell-Bateman Hospital located at 1530 Norway Avenue, Huntington, WV 25709.
- 1.2 All work shall be performed by skilled mechanics of the trade directly employed and supervised by the contractor. Except for call back services, hereinafter provided, all work shall be performed during regular established hours of the elevator trade, eight hours per day, Monday through Friday, Legal Holidays excluded.
- 1.3 Contractor shall perform all work in accordance with American Society of Mechanical Engineers (ASME) standard A17.1 and all federal, state and local laws. The following specifications/publications of the latest issue in effect on the date of the bid opening shall form a part of this specification.
- “American Standard Safety Practice for the Inspection of Elevators” A 17.2 - ASA
- “American Standard Safety Code for Elevators”, A 17.1 - ASA
- 1.4 A mandatory vendor pre-bid is scheduled for June 24, 2009 at 10:30 am at the Mildred Mitchell-Bateman Hospital. Failure to attend the pre-bid conference will result in bid disqualification. Prior to submitting his bid, each contractor will make an inspection of all the major equipment, including cables, associated with each elevator that is covered by this contract.
- 1.5 The contractor will furnish, with his bid, an evaluation of major equipment and cables that might require replacement during the potential three year term of this contract that would entail extra costs to the owner above the contract terms. Also, he will furnish a planned program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.

2. COMPETENCE OF CONTRACTOR:

- 2.1 The contractor shall have in his direct employment, the necessary organization and proper facilities to properly fulfill all the services required. Contractor must employ only skilled, competent and trained elevator personnel, and must provide evidence that they have a thorough working knowledge of the engineering data, wiring, layouts and materials of the specified elevator and/or equipment.
- 2.2 Debarment and Suspension:
Vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended from conducting business with any federal or state agency of the United States of America.

3. SCOPE OF WORK:

S100024 – MMBH Preventative Elevator Maintenance Contract

- 3.1 Contractor will be responsible for performing both preventive and corrective maintenance so as to assure the operational reliability and safety of the elevators. Contractor shall submit with his bid his proposed schedule of inspections and preventive maintenance procedure that he typically performs on each type of elevator. Under the preventive maintenance program, contractor will furnish and install parts that appear to be nearing a point of failure as necessary to keep the elevator in good operating condition at all times.
- 3.2 Contractor shall maintain the efficiency, safety and speed specified for each elevator at all times, including acceleration, retardation, contract speed in feet per minute, with and without full load, and floor door opening and closing time.
- 3.3 Contractor shall perform all necessary examinations, adjustments, and work necessary to initially adjust or replace all safety devices including governors; examine and equalize tension of all hoisting, compensating and governor ropes; all as necessary to insure maintenance of adequate safety factors in accordance with the manufacturer's specifications.
- 3.4 The preventive maintenance program shall include, but is not limited to, cleaning, painting, lubricating, packing, adjusting, calibrating, repairing, furnishing and replacing of parts and equipment and the furnishings of all equipment and parts as required by the manufacturer's specifications. To include but not limited to the following: bearing brakes, magnet coils, brakes, buffers, counter-weights, car safety devices, controller parts, communication, coils contracts, cams, car and hoist way door hangers, control panel, corridor position indicators, car door operators, or operation panels, car door operating devices, car flooring, car lights (except bulbs and fluorescent tubes), door operating devices, door tracks and guides, electric wiring, fuses, gears, generators, guide shoes, date hangers, governors, hall lanterns, heaters for oil reservoirs, hoist machine, interlocks, indicators, leveling devices, lamp bulb replacement in all fixtures (except general car lighting), magnet frames, motor, motor generator sets, coiling devices, rotating elements, pump and valves for hydraulic elevators, packing for pistons, push button, resistance for motor and controllers. Relays, sheaves, selectors, switches on car and hoist way, starters, signal bell, signal systems, thrusts, and tension frames, telephone cables, terminal and slow down devices, traveling cables, under care safeties, worms, windings, wire ropes, and cables. Also included shall be step rollers, step treads, steps, comb plates and handrails
- 3.5 Contractor shall perform on an agreed-to-preventive maintenance schedule such items as follows: properly lubricate all sheaves, bearings on motor operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall use only lubricants recommended by the manufacturer. The Contractor shall keep the guide rail clean and properly lubricated, except when roller type guides are involved, no rail lubrication shall be used. The Contractor shall supply as and when necessary the following parts and supplies; oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping clothes, paints, etc. All lubricants shall be stored in a contractor furnished metal cabinet in each machine room. The motor windings are to be periodically treated with proper insulation compound.

S100024 – MMBH Preventative Elevator Maintenance Contract

- 3.6 Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety: to equalize the tensions on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
- 3.7 Replacement ropes shall meet all code requirements and to be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacture. When necessary, the Contractor shall replace guide shoes on elevator or manufacture when necessary. The Contractor shall replace guide shoes or rollers necessary to maintain standards of cleanliness. The Contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottoms of platforms, and remove and dispose of dirt from machine room floors.
- 3.8 It is agreed that the contractor does not assume possession or control of the wiring diagrams, blueprints, nor equipment or part thereof but such shall remain the property of the owner. Elevator controllers or control equipment shall not be proprietary (meaning one company has the only access code or tool to make adjustments or changes). Otherwise if proprietary equipment is installed, the tool, keyboard and/or all necessary instructions shall become property of owner.
- 3.9 The Contractor shall not be liable for any loss, damage or delay due to abuse beyond his reasonable control including, but not limited to, acts of god, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief or acts of government.

4. SPARE PARTS:

- 4.1 Contractor agrees to maintain a supply of genuine manufacture or equal spare pending and replacement parts in warehouse inventory. This inventory will include, but is not limited to: generator elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, solid state control boards, rollers, hoist way limit switches. Such spare pending and replacement parts will be kept in the Contractor's warehouse inventory or available immediately from contractor's source of supply

5. CALL BACK SERVICE:

- 5.1 In the event of equipment being shut down due to failure of equipment or controls, the Contractor shall within a reasonable amount of time, cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said mechanic(s) shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days a year. Reasonable response time shall be within four to six hours from time call is received.
- 5.2 In the event of failure of equipment or controls, and should staff and patients be on the elevator when equipment fails, the Contractor shall cause at least one of his competent mechanics to be on the premises after notice by telephone by owner. Said

S100024 – MMBH Preventative Elevator Maintenance Contract

mechanic(s) shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating condition. Contractor must have adequate personnel in the immediate area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days a year. Reasonable response time shall be within two (2) hours from time call is received.

6. INSPECTION AND TESTING:

- 6.1 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. Vendor may be held responsible for damage to the elevator or building if tests are not conducted properly. Contractor shall perform a five (5) year full load test during the month of September, 2009. The results of all inspections and testing (annual and five year load test) shall be duly recorded on the machine room maintenance chart, and also, submitted to the facility business office.

7. MATERIALS, TOOLS AND EQUIPMENT STORAGE:

- 7.1 After award of this contract, the Contractor shall submit to the owner a list of genuine manufacturer's part or equal that he will store at job site for emergency or quick replacement. All replacement parts, lubricants, cleaning, etc. shall be kept in suitable contractor furnished metal cabinet at the elevator machine room. This cabinet will be secured with a pad lock to which only Contractor's personnel will possess a key.

8. RECORDS AND REPORTING:

- 8.1 Contractor's representative shall report to the owner or his designated representative prior to performing any work specified in this specification, Contractor shall provide and keep current a suitable chart, posted in the machine room of the elevators on which entries shall be made to indicate the status of all servicing and maintenance work performed and status reports shall be submitted to the owner, or his designated representative monthly.
- 8.2 Contractor shall maintain a complete, orderly and chronological file including drawings, parts lists, wiring diagrams and log of callbacks and repairs on each elevator. Contractor shall maintain updated contract wiring diagrams for each elevator in each machine room. These wiring diagrams shall be permanently mounted on full size display panels near the elevator controllers. These wiring diagrams are to remain on the property of the State of West Virginia and shall not be removed from premises by Contractor.
- 8.3 Contractor will maintain the elevator control rooms in an orderly and clean condition. No trash, including discarded parts, lubricant containers, rags or other debris will be left on the floor.
- 8.4 Contractor will routinely submit to the owner the following monthly reports and records; record of regular and/or onetime callbacks, vandalism calls or other service outside

S100024 – MMBH Preventative Elevator Maintenance Contract

contract. Also, time tickets will be submitted for approval by the owner's authorized representative each time a service or inspection call is made.

9. OWNER'S RIGHT TO INSPECTION, TEST AND CALCULATIONS:

9.1 The owner reserves the right to make such inspection tests as and when deemed advisable, to ascertain that the requirements of the specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained the owner may immediately demand that the Contractor place the equipment in condition to meet these requirements. If the Contractor fails to comply with such demands within a reasonable time, the owner may give written notice to the Contractor terminating his right to proceed further with the work. In such an event, the owner may take over the work and pursue it to completion, by contract or otherwise, and the Contractor shall be liable to the owner for any excess cost incurred by the owner.

10. SUB-LETTING/ASSIGNMENT

10.1 The successful vendor shall not at any time sell, convey, transfer, mortgage, pledge or assign this contract, either in whole, or in part, nor any of its rights, title, interest or privileges hereunder, nor sublease, or sublet any of the facilities, or any part thereof.

11. MONTHLY MAINTENANCE SCHEDULE:

11.1 Equipment List – Vendor must identify the monthly price for each unit.

QTY	TYPE	LOCATION	MANUFACTURER	SERIAL#	UNIT PRICE
1	G	BLDG. V	OTIS	204339	\$250.00/mo.
1	G	BLDG. V	OTIS	203540	\$250.00/mo.
1	G	BLDG. I	OTIS	203583	\$250.00/mo.
1	G	BLDG. III	WESTINGHOUSE	905-58	\$250.00/mo.
1	G	BLDG. III	WESTINGHOUSE	715058	\$250.00/mo.
1	H	BLDG. II	SCHINDLER 330A	143781	\$250.00/mo.
MONTHLY TOTAL IS					\$1,500.00

Inspection schedule is monthly for all elevators
"Unit Price" – Monthly charge for each elevator
"QTY" – The number of elevators to be serviced
"Monthly Total" – Total sum of the unit prices above

TYPE LEGEND: E – ELECTRIC DL – DOCK LIFT
H – HYDRAULIC ES – ESCALATOR
G – GEARED

11.2 Contractor shall maintain a continuous emergency telephone service where he can be reached after normal business hours everyday, (seven days each week, Sunday and Holidays included). That EMERGENCY NUMBER IS 304-583-5884.

S100024 – MMBH Preventative Elevator Maintenance Contract

- 11.3 Repairs made during normal working hours due to vandalism shall be billed at the rate of \$ 125.00/perman per hour plus parts, normal working hours 8:00 a.m. to 5:00 p.m.

From time-to-time, additional work is required that is not covered under the existing maintenance, vandalism categories provided for elsewhere in this contract. Should this work be required, the Contractor agrees to furnish a mechanic for \$ 125.00 per hour. (Though there is no guarantee that works will be required under this portion of the contract, as a basis for providing his bid, the vendor may assume that a total seventy five (75) mechanic hours will be used.)

Materials will be provided with a 15 % mark-up. (Estimated materials costs of \$3,000 for bid evaluation purposes.)

- 11.4 Bidder will furnish a program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.

Evaluation of Bids:

Bids will be awarded to the responsive vendor with the lowest responsible bid for the services specified above. The attached Bid Sheet summarizes the services and the manner of determining the annual costs.

12. COVERAGE PERIOD

- 12.1 Contract will cover the time period of one year starting 07/01/2009 and ending 06/30/2010 with the option of two (2) one (1) year renewals, upon written consent of both parties.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

WV-43 (REV. 10/04)

Return by 10:30 a.m. on 07/01/2009 Req. No. S100024

Date 06/09/2009 Acct. No.

Return to:

Mildred Mitchell-Bateman Hospital
1530 Norway Avenue
Huntington WV 25709

Attn: Shella Ramey
Ph: 304-525-7801 x631
Fax: 304-522-0686

To Be Delivered To:
1530 Norway Avenue
Huntington, WV 25709

Vendor
Thyssen-Krupp Elevators

Address
901 Morris Street
Charleston, WV 25301

Telephone Number
304-523-5884

PLEASE NOTE DELIVERY REQUIREMENTS AND QUOTE DEFINITE DELIVERY IN NUMBER OF DAYS AFTER RECEIPT OF ORDER.

QUOTATIONS TO BE BASED ON TERMS AND CONDITIONS PRINTED HEREON.

Delivery Requirements FEIN 62-1211267 Terms Delivery Date P.O.B.

Item Number	Quantity	Description	Unit Price	Amount
MMBH PURCHASE 2009 JUN 29 PM 1:25		<p>ELEVATOR MAINTENANCE SERVICE CONTRACT</p> <p>The Purchasing Department of the West Virginia of Health and Human Resources & Mildred Mitchell Bateman Hospital is soliciting quotations for elevator maintenance services.</p> <p>Bids may be returned via fax in order to meet deadline original must follow via mail. Bids received after the deadline stated above will be considered "no bid" and will not be considered during the award process.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS</p>		
MMBH PURCHASE 2009 JUN 29 AM 1:25			TOTAL	\$ 1500.00 per mo.

THYSSENKRUPP
JUN 10 2009
RECEIVED

HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hpas.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

Eric Hackney, Sales Manager
Vendor - Authorized Representative and Title (Please Print)

Erlin Hume
Authorized Vendor Signature

MMB10004 Elevator Preventative Maintenance Contract

BID SHEET

MONTHLY MAINTENANCE SCHEDULE:

QTY	TYPE	LOCATION	MANUFACTURER	SERIAL#	UNIT PRICE
1	G	BLDG. V	OTIS	204339	
1	G	BLDG. V	OTIS	203540	
1	G	BLDG. I	OTIS	203583	
1	G	BLDG. III	WESTINGHOUSE	905-58	
1	G	BLDG. III	WESTINGHOUSE	715058	
1	H	BLDG. II	SCHINDLER 330A	143781	
MONTHLY TOTAL					\$
MONTHLY TOTAL X 12 = TOTAL ANNUAL					\$
<p>(Section 11.3) Repairs made during normal working hours (8:00 AM to 5:00 PM) due to vandalism shall be billed at the rate of \$ _____ per hour. (Assume eight (8) hours of repairs)</p> <p style="text-align: right;">Hourly Rate \$ _____ x 8 hours = \$ _____</p>					
<p>(Section 11.3) From time-to-time, additional work is required that is not covered under the existing maintenance, vandalism categories provided for elsewhere in this contract. Should this work be required, the Contractor agrees to furnish a mechanic for \$ _____ per hour.</p> <p style="text-align: right;">Hourly Rate \$ _____ x 75 hours = \$ _____</p>					
<p>(Section 11.3) Materials will be provided with a _____ % mark-up. Though there is no guarantee that works will be required under this portion of the contract, as a basis for providing his bid, the vendor may assume that materials costing an estimated \$3,000.</p> <p style="text-align: right;">Material markup _____ % x \$3,000 = \$ _____</p>					
Grand Total =					\$
<p>(Section 11.4) Bidder will furnish a program of routine equipment inspections, specifying the frequency of this inspection and typical preventive maintenance to be performed on each type elevator system.</p>					
<p>(Section 2.2) Debarment and Suspension: Vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended from conducting business with any federal or state agency of the United States of America.</p>					

ThyssenKrupp Elevator



Mildred Mitchell Bateman Elevator Maintenance REQ. # S100024

ThyssenKrupp Elevator Corporation will perform inspections at a minimum on a monthly basis on the elevator equipment listed in this REQ. # S100024. We will also post check charts (samples provided) in each elevator equipment room for each unit and will perform the maintenance tasks listed in these charts. We will perform all tests in accordance with current state codes. We will use only lubricants that are recommended by the manufacturer of each elevator.

ThyssenKrupp has maintained the elevators at the Mildred Mitchell Hospital building since 2003.

Please feel free to contact me if further explanation or more information is required.

Thank you,

Eric Hackney
 ThyssenKrupp Elevator Corporation
 901 Morris Street
 Charleston, WV 25301
 Phone: 304-342-81165
 Fax: 304-342-8141
 E-mail: eric.hackney@thyssenkrupp.com

MMBH PURCHASE

2009 JUN 29 AM 1:25

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MMBH PURCHASE

ThyssenKrupp Elevator

Americas Business Unit

Service Sales Department – Charleston, WV Branch



The TKE Advantage

Thank you for the opportunity to present information on behalf of ThyssenKrupp Elevator (formerly known as Dover Elevator). We are the industry leader for manufacturing, installation, service, maintenance and repair of vertical transportation. Many companies claim they are the best. At ThyssenKrupp Elevator, we demonstrate every day what it takes to *be* the best by providing quality, customer driven service. These are just a few of the benefits you will experience with the TKE Advantage:

- ◊ 17 IUEC certified route mechanics and 2 dedicated Repair Teams managed out of the Charleston, WV office with combined experience of over 300 years
- ◊ On-call mechanics available 24 hours a day, 7 days a week
- ◊ Each mechanic operates from a fully equipped service vehicle
- ◊ Branch Office/warehouse in Charleston with over \$100K in spare parts
- ◊ Award winning Safety program that makes employee & customer safety Priority 1
- ◊ International Technical Services Group
 - ◊ Engineers on call 24/7 dedicated to on-the-spot troubleshooting
 - ◊ Diagnostic tools for virtually all competitors equipment
- ◊ Regional Trainers provide ongoing instruction to our field personnel
- ◊ Service/Repair Management Team with over 50 years combined field experience and over 50 years combined management experience
 - ◊ Routine Safety audits of field personnel, their vehicles and tools
 - ◊ Routine service audits of our field personnel and customer facilities
- ◊ Dedicated Sales and Customer Service Representatives
 - ◊ Address customer concerns in a timely and efficient manner
 - ◊ Process City/State Inspection reports and schedule appropriate work for completion in the allotted time
 - ◊ Inform and educate customers about every aspect of their elevator service needs from contractual issues to repairs and improvement opportunities
- ◊ Four (4) staff members with QEI-1 (Qualified Elevator Inspector) certification
- ◊ VIEW website provides online access to maintenance records for your facilities
- ◊ Unsurpassed technical expertise combined with world class customer service to provide the maintenance and repair services that are the benchmark by which all others are measured
- ◊ We will perform preventive maintenance on each unit at the frequency at a minimum of monthly. Please see accompanying machine room logs/check charts for tasks to be completed.

When you join the ranks of satisfied ThyssenKrupp customers, you will come to appreciate the TKE Advantage that separates us from the competition. Thank you for your time. We sincerely appreciate the opportunity to become a trusted partner in the care of your facilities and property investment. Feel free to contact ThyssenKrupp Elevator for all your new installation, service & maintenance and repair needs.

ThyssenKrupp Elevator
Team Charleston

ThyssenKrupp Elevator Corporation
901 Morris Street
Charleston, WV 25301
Telephone: (304) 342-8115
Fax: (304) 342-8141

2009 JUN 29 PM 1:27

MMBH PURCHASING

MMBH PURCHASING
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WV-96
Rev. 10/07

AGREEMENT ADDENDUM

SI00024

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to rents in similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Agency General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: DHHR/BHHE/MMBH

Signed: Julie Jones

Title: Sr. Buyer

Date: 7/28/09

Company Name: THYSSENKRUPP ELEVATORS

Signed: Robin H. [Signature]

Title: SALES MANAGER

Date: July 27, 2009

07/21/2009 14:02 3043428141
07/21/2009 10:57 3845220686

THYSSENKRUPP
BATEMAN HOS

PAGE 03/03
PAGE 03/03

RPQ No. 6100024

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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>.

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.

Vendor's Name: THYSSENKRUPP ELEVATORS

Authorized Signature: Charles K. Ellers

Date: 7-21-09

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: S100024 Date: 6/24/09

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>THYSSENKRUPP Elevator</u> <u>Kenner Markins</u>	<u>901 Mannis St</u> <u>Charleston WV 25201</u>	T: <u>304 342 8115</u> F: <u>304 342 8141</u>
2. _____	_____	T: _____ F: _____
3. _____	_____	T: _____ F: _____
4. _____	_____	T: _____ F: _____
5. _____	_____	T: _____ F: _____
6. _____	_____	T: _____ F: _____
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.



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

Purchase Order

0026

PURCHASE ORDER NO.
100024

PAGE

BLANKET RELEASE

CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO	HEALTH AND HUMAN RESOURCES
	MILDRED MITCHELL - BATEMAN
	HOSPITAL
	P.O. BOX 448
	HUNTINGTON, WV 25709

VENDOR	*709063719	304-342-8115
	THYSSENKRUPP ELEVATOR CO	
	901 MORRIS STREET	
	CHARLESTON WV	25301

SHIP TO	HEALTH AND HUMAN RESOURCES	
	MILDRED MITCHELL-BATEMAN	
	HOSPITAL	
	1530 NORWAY AVENUE	
	HUNTINGTON, WV 25705	304-525-7801

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
07/23/2009	NET 30	621211267	
SHIP VIA	F.O.B.	FREIGHT TERMS	FIMS ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	--
LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT.NO.	CAT.NO.	ITEM NUMBER
0001	910-13		ELEVATOR MAINTENANCE AND REPAIR
			RECEIPT TICKET FOR PURCHASE ORDER: S100024
			SIGNATURE _____ DATE _____
			TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

0027

**GENERAL TERMS & CONDITION
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB13075

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012