



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
 WSH70310

PAGE
 1

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

VENDOR

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE
 PITTSBURGH PA 15213

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		910-13		
<p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR WILLIAM R. SHARPE, JR. HOSPITAL TO PROVIDE MAINTENANCE AND REPAIR TO EIGHT (8) ELEVATORS.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) WSH70310 SPECIFICATIONS 2) AFFIDAVIT</p> <p>CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIR</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE TO EIGHT (8) ELEVATORS LOCATED AT WILLIAM R. SHARPE, JR HOSPITAL LOCATED AT 936 SHARPE HOSPITAL ROAD, WESTON, WEST VIRGINIA 26452, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 25, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 412-495-1590 DATE 6-12-06

TITLE *[Title]* FEIN 34-1270056 ADDRESS CHANGES TO BE NOTED ABOVE

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



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
WSH70310

PAGE
2

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

VENDOR

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE
 PITTSBURGH PA 15213

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV</p>						
<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</p>						

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'



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
 WSH70310

PAGE
 3

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

VENDOR

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE
 PITTSBURGH PA 15213

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>						

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'



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
 WSH70310

PAGE
 4

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

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE

PITTSBURGH PA 15213

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Schindler Elevator Corp</i></p> <p>DATE: <i>6-12-06</i></p> <p>SIGNED: <i>[Signature]</i></p>						

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'



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:
 WSH70310

PAGE
 5

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

VENDOR

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE
 PITTSBURGH PA 15213

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				TITLE: <i>Service - Men - W - Record</i>		
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO: STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- ROBERTA WAGNER -----</p>						

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'



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
WSH70310

PAGE
6

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

VENDOR

*709023157 412-578-6600
 SCHINDLER ELEVATOR CORPORATION
 3109 FORBES AVENUE

 PITTSBURGH PA 15213

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL

 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2006				

BID OPENING DATE: 06/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO. :-----WSH70310-----		
				BID OPENING DATE:-----06/15/2006-----		
				BID OPENING TIME:-----1:30 PM-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				-----412-578-6604 FAX-----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				-----WALTER M. SIETZ-----		
				***** THIS IS THE END OF RFQ WSH70310 ***** TOTAL:		984.00 per #10 11,808.00 per yr

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'

SPECIFICATIONS FOR ELEVATOR MAINTENANCE AND REPAIR
for Sharpe Hospital located in Weston, WV

Contractor shall furnish all labor, materials and equipment necessary to provide periodic/preventive/predictive maintenance to eight (8) elevators located at William R. Sharpe, Jr. Hospital located at 936 Sharpe Hospital Road, Weston WV 26452.

Interested bidders should arrange to visit and inspect the elevators in question prior to the bid opening. Contact Shane Epp at 304-269-1210 ext. 250 or page him to arrange a visit.

General Conditions

It is the intent of the owner to purchase only those services as listed. However, the owner reserves the right to add or delete from the quantities shown.

Scope of Work

To furnish all labor, materials and equipment necessary to provide periodic/preventive/predictive maintenance in accordance with the manufacturer's recommendations other than normal operation maintenance and service on eight (8) elevators consisting of:

#	Elevators and Type	Manuf	Serial No	
One	Oilraulic passenger	Dover	ED4369	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4371	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4372	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4373	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4374	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4375	\$ <u>123.00</u>
One	Oilraulic passenger	Dover	ED4376	\$ <u>123.00</u>
One	Hydraulic passenger	Schindler	G.O/C.G - B5176-01	\$ <u>123.00</u>

And all related equipment.

Contractor shall perform operator maintenance in accordance with manufacturer's specifications. This includes all period, preventive, predictive and repair maintenance at a price of \$ 984.00 per month.

Contractor shall arrange for external inspections required by law, insurance, manufacturer and/or management and ensure equipment is prepared for inspection.

The Contractor shall maintain an adequate "on hand" spare parts to ensure continued equipment operation.

The term "all related equipment" means everything, including piping, tubing, wiring, pumps and etc. whether listed or not. It should be noted that the underground piping (casing) is excluded.

Contractor's management representative must visit facility at least quarterly to coordinate activities and resolve problems.

At the conclusion of the contract period, the contractor is responsible for ensuring that all systems are in first class condition, and any discrepancies or malfunctions are corrected. The outgoing vendor and a representative of William R. Sharpe, Jr. Hospital will perform a required joint inspection and the old vendor must correct any discrepancies prior to receiving payment.

Maintenance Program shall consist of :

1. Periodic/preventive/predictive maintenance
Each periodic/preventive/predictive maintenance call shall be scheduled; detailing what maintenance functions shall be performed. William R. Sharpe, Jr. Hospital shall receive a copy of the periodic/preventive/predictive maintenance schedule at least 30 days prior to the call. A report of findings, work performed, parts used and results shall be provided at the completion of each call.

Component Replacement

2. Any worn, defective, or doubtful component and/or parts shall be repaired or replaced at no additional cost above the stated contract price.

Emergency/Corrective Maintenance

3. Twenty-four hour, seven days a week emergency/corrective service including overtime and parts or material shall be provided at no additional cost above stated contract price.

Contractor must be available to customer at any time and respond within four (4) hours after notification of system problems. Contractor must maintain a 24 hour manned telephone to accept service calls. William R. Sharpe, Jr. Hospital reserves the right to bill the service contractor \$100.00 per hour for each hour over the maximum four-hour allowance.

Life of Contract: This contract becomes effective on _____ and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the director of purchasing 30 days written notice. Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

Renewal: This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

Cancellation: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

Worker's Compensation: Vendor is required to provide a certificate from Worker's Compensation if successful.

Bankruptcy: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

Please provide a fax number in case it is necessary to contact you regarding your bid:

Contact person:

A F F I D A V I T**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 owned 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 exceeds 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: SCHINDLER ELEVATOR CO.

Authorized Signature: [Signature] Date: 6-12-06