



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
DEN1644

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

*709003651 304-965-2780
 OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE

 CHARLESTON WV 25302-4804

SHIP TO

DENMAR CORRECTIONAL CENTER

 HC-64, BOX 125
 DENMAR ROAD
 HILLSBORO, WV
 24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2009				

BID OPENING DATE: **07/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-13		
ELEVATOR MAINTENANCE AND REPAIR OPEN-END CONTRACT TO PROVIDE ELEVATOR MAINTENANCE, REPAIR, AND INSPECTION SERVICES FOR THE DENMAR CORRECTIONAL CENTER, HILLSBORO, WV, PER THE ATTACHED SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: 7/8/2009; 1:30 PM DENMAR CORRECTIONAL CENTER HC-64, BOX 125 HILLSBORO, WV 24946 CONTACT: PLEASE CONTACT SYLVIA HANEY TO CONFIRM ATTENDANCE TO THE PRE-BID, AT 304-653-4201; AND FOR DIRECTIONS TO THE FACILITY. EXHIBIT 3 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						

2009 JUL 20 PM 2:23

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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
DEN1644

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

VENDOR

*709003651 304-965-2780
OTIS ELEVATOR COMPANY
4768 CHIMNEY DRIVE

CHARLESTON WV 25302-4804

SHIP TO

DENMAR CORRECTIONAL CENTER

HC-64, BOX 125
DENMAR ROAD
HILLSBORO, WV
24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2009				

BID OPENING DATE: **07/22/2009** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</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
DEN1644

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

*709003651 304-965-2780
 OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE

 CHARLESTON WV 25302-4804

SHIP TO

DENMAR CORRECTIONAL CENTER

 HC-64, BOX 125
 DENMAR ROAD
 HILLSBORO, WV
 24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2009				

BID OPENING DATE: **07/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR XXXXXXXXXXXX COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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
DEN1644

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

***709003651 304-965-2780**
OTIS ELEVATOR COMPANY
4768 CHIMNEY DRIVE

CHARLESTON WV 25302-4804

SHIP TO

DENMAR CORRECTIONAL CENTER

HC-64, BOX 125
DENMAR ROAD
HILLSBORO, WV
24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2009				

BID OPENING DATE: **07/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</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 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>						

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
DEN1644

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

***709003651 304-965-2780**
OTIS ELEVATOR COMPANY
4768 CHIMNEY DRIVE
CHARLESTON WV 25302-4804

DENMAR CORRECTIONAL CENTER
HC-64, BOX 125
DENMAR ROAD
HILLSBORO, WV
24946

DATE PRINTED 06/18/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... <i>Otis Elevator</i> COMPANY</p> <p>..... <i>7/20/09</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL 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: <i>Otis Elevator</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV-002662</i></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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</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
DEN1644

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

***709003651 304-965-2780**
OTIS ELEVATOR COMPANY
4768 CHIMNEY DRIVE

CHARLESTON WV 25302-4804

DENMAR CORRECTIONAL CENTER
HC-64, BOX 125
DENMAR ROAD
HILLSBORO, WV
24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/18/2009				

BID OPENING DATE: **07/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQ. NO.:	DEN1644	
				BID OPENING DATE:	7/22/2009	
				BID OPENING TIME:	1:30 PM	
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				<i>Dustin Brock</i>		

				***** THIS IS THE END OF RFQ DEN1644 ***** TOTAL: <i>\$ 20,231.00</i>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL CONDITIONS:

It is agreed that the contractor does not assume possession or control of the wiring diagrams, blueprints, or any 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 the property of Denmar Correctional Center.

The Contractor shall not be liable for any loss, damage or delay due to cause beyond his reasonable control.

The following specifications/publications of the latest issue in effect on the date of the bid opening shall form a part of this specification. The Contractor will meet all legal requirements and professional standards, federal, state, and local regulations relevant to each area of service within their profession.

"AMERICAN STANDARD SAFETY PRACTICES FOR THE INSPECTION OF ELEVATORS" A 17.2---ASA

"AMERICAN STANDARD SAFETY CODE FOR ELEVATORS," A 17.1---ASA

Prior to submitting his bid, each Contractor should make an inspection of all the major equipment, including cables, associated with each elevator that is covered by this contract. Contractor will then furnish his evaluation of major equipment and cables that might require replacement during the potential three year term of this contract that would entail extra cost to the owner above the contract terms, upon request. Contractor will furnish his proposed program of routine equipment inspections and typical preventive maintenance to be performed on each elevator, upon request.

All preventive maintenance shall be performed during regular business hours in an eight (8) hour day, Monday through Friday, legal holidays excluded. In the event of equipment being shut down due to failure of equipment or controls, the contractor shall cause at least one of his competent mechanics to be on site to make necessary repairs within twenty-four (24) hours after being contacted by Denmar staff. 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 per year. Contractor shall maintain a continuous emergency telephone service where they can be reached after normal business hours everyday, (seven days a week, Sundays and Holidays included). The emergency telephone number is:

() -

COMPETENCE OF CONTRACTOR:

All work shall be performed by skilled mechanics of the trade directly employed and supervised by the Contractor. The Contractor shall have in his direct employment, the necessary organization and proper facilities to properly fulfill all the services required. He must employ only skilled, competent and trained elevator personnel, and must provide evidence they have a through working knowledge of the engineering data, wiring layouts, and materials of the specified elevator and/or equipment.

Contractor will submit background information on his company, facilities, experience and qualifications of personnel as this relates to the service required in this contract, upon request. Failure to meet the requirement set-forth herein shall be automatic Disqualification.

SCOPE OF WORK:

Contractor will be responsible for performing both preventative and corrective maintenance so as to assure the operational reliability and safety of the two elevators located in the main lobby and kitchen area of Denmar Correctional Center.

Contractor shall submit his proposed schedule of inspections and preventive maintenance procedures that he typically performs on each type of elevator, upon request. Under the preventive and have readily maintenance program, contractor will furnish available all lubricants, grease, and other miscellaneous supplies and materials to keep the elevator in good operating condition at all times. 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. The contractor shall supply as and when necessary the following parts and supplies: oil, grease, rope preservative, hydraulic fluid, cleaning compound, wiping cloths, etc.

The contractor shall equalize the tensions on all hoisting ropes, brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, and bottoms of platforms.

Contractor shall perform all adjustments and work necessary to initially adjust and maintain elevators at the specified speed; adjust or replace all safety devices including governors; examine and equalize tension of all hoisting, compensating and governor ropes as necessary to insure maintenance of adequate safety factors in accordance with the manufacturer's specifications.

Contractor shall maintain the efficiency, safety and speeds specified for each elevator at all times, including acceleration, retardation, contract speed in feet per minute, with and without full load, and floor to floor door opening and closing time.

Contractor agrees to maintain a supply of genuine manufacturer or equal spare lending and replacement parts in their warehouse inventory. This inventory will include, but is not limited to: generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contracts, selector contracts, solid state components, selector tapes, door hangers, solid state control boards, rollers, hoistway limit switches, such spare lending and replacement parts will be kept in contractor's inventory or available immediately from contractor's source of supply.

RECORDS AND REPORTING:

Contractor's representative shall report to the Associate Warden of Operations or a designated representative prior to performing any work specified in this specification. Contractor shall provide and keep current a suitable chart which entries shall be made to indicate the status of all servicing and maintenance work performed and status reports shall be submitted to the Associate Warden of Operations

monthly. This chart shall remain on-site at Denmark Correctional Center.

Contractor will submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations (or designated representative) for approval after all such service, inspections, or repairs are completed.

Contractor shall maintain a complete, orderly and chronological life including drawings, parts lists, wiring diagrams and log of all preventive maintenance and other repairs on each elevator.

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, interests or privileges hereunder, nor sublease, or sublet any of the facilities, or any part thereof.

COST:

PREVENTIVE MAINTENANCE:

TOTAL COST OF EACH PREVENTIVE MAINTENANCE SERVICE VISIT. PORTAL TO PORTAL TOTAL COST TO INCLUDE TRAVEL TIME FOR MECHANICS AND HELPERS, MILEAGE AND/OR ANY OTHER ASSOCIATED COSTS, TO INCLUDE HOURS SPENT ON-SITE AT DENMAR CORRECTIONAL CENTER.

SAFETY TEST:

ANNUAL SAFETY TEST AND FIVE YEAR FULL LOAD SAFETY TEST: THESE TESTS ARE TO BE PERFORMED AS PRESCRIBED IN THE AMERICAN NATIONAL STANDARDS SAFETY CODE FOR ELEVATORS (A17.1 --- ASA). PORTAL TO PORTAL TOTAL COST TO INCLUDE TRAVEL TIME FOR MECHANICS AND HELPERS, MILEAGE COST AND/OR ANY OTHER ASSOCIATED COSTS, TO INCLUDE HOURS ON-SITE AT DENMAR CORRECTIONAL CENTER. ALL TEST RESULTS MUST BE RECORDED ON AN ELEVATOR MAINTENANCE CHART AS WELL AS ALL OTHER TEST REPORTING DOCUMENTS. COPIES OF THE CERTIFIED TEST REPORTS WILL BE PROMPTLY SUBMITTED TO DENMAR CORRECTIONAL CENTER UPON COMPLETION OF THE ANNUAL TEST AND FIVE YEAR LEAD LOAD TEST.

DEN1644 - Bid Form			
Description	Estimated Order Qty.	Unit Price	Extended Total
Cost for Preventive Maintenance - Monthly Fee	12	\$ 960 ⁰⁰ /Mo.	\$ 11,520 ⁰⁰
Total Cost for Annual Safety	2 Elevators	\$ 2,340 ⁰⁰ /Ea.	\$ 2,340 ⁰⁰
Five year full load test	2 Elevators	\$ 3,120 ⁰⁰ /Ea.	\$ 3,120 ⁰⁰
Repairs beyond the scope of Preventive Maint. Hourly Rate to check and/or repair after arrival at Denmar Correctional Center - 1 Mechanic	8 Hours	\$ 120 ⁰⁰ /Hour	\$ 960 ⁰⁰
Repairs beyond the scope of Preventive Maint. Hourly Rate to check and/or repair after arrival at Denmar Correctional Center - 1 Helper	8 Hours	\$ 96 ⁰⁰ /Hour	\$ 768 ⁰⁰
Repairs beyond the scope of Preventive Maint. Overtime will commence after 8 hours on-site - 1 Mechanic	3 Hours	\$ 240 ⁰⁰ /Hour	\$ 720 ⁰⁰
Repairs beyond the scope of Preventive Maint. Overtime will commence after 8 hours on-site - 1 Helper	3 Hours	\$ 190 ⁰⁰ /Hour	\$ 570 ⁰⁰
Mark-up on repair supplies and parts beyond the scope of preventive maintenance supplies and materials. (Invoice(s) must be submitted to support actual cost of supplies and materials)	\$200.00 Actual Cost	X %Mark-up 15	\$ 230 ⁰⁰
Failure to use this form may result in disqualification		Grand Total	\$ 20,234 ⁰⁰
Bidder / Vendor Information:			
Name:	Otis Elevator		
Address:	4768 Chimney Drive Charleston, WV 25302		
Phone# :	304 - 965 - 8186		
Email Address:	Austin.Bazel@otis.com		
Contract Coordinator Information:			
Name:	Same as above		
Address:			
Phone# :			
Email Address:			
*Mileage and Travel must be included in the daily rates			

OTIS

DATE: July 20, 2009

TO:

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

FROM:

Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

BUILDING LOCATION:

Denmar Correctional Center
HC-64, Box 125
Denmar Road
Hillsboro, WV 24946

Dustin Bozek
304-965-2780
Dustin.Bozek@otis.com

CONTRACT NUMBER: DEN1644

Thank you for inviting Otis to tender this work. Our bid is conditioned on the understanding that:

PAYMENT TERMS

Payments shall be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

CONTRACT PRICE

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase or decrease in the straight time hourly labor cost.

PERFORMANCE DELAYS

Notwithstanding any other provision in the contract, or any resulting contract, to the contrary, neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God.

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond its control as well as the timely furnishing of all necessary approvals.

WARRANTY

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract.

This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INDEMNITY

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

INSURANCE

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

SURETY

Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost to Otis. This is in lieu of participation in any type of surety wrap-up or Subguard program.

SOFTWARE

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

TERMINATION

Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

SAFE ACCESS

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

WORK EXCLUDED

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

RESTRICTED PARTIES LAWS

In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

SEARCHES AND TESTS

Otis supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

SCOPE OF WORK CLARIFICATIONS

OPTIONAL INDEMNITY

To the fullest extent permitted by law, Customer agrees to indemnify, hold harmless, and defend Otis from any claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) which arise in connection with the equipment covered by this Contract, except for Otis' sole negligence.

OTIS MAINTENANCE MANAGEMENT SYSTEM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

RESPONSIVENESS- 24 Hour Dispatching

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching services. In the event a unit malfunction occurs between regular examinations, you will be able to place a call on e*service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an ADA call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the ADA call. The visit will be treated as a callback outside of regular working hours.

COMMUNICATION

Customer Representative

As a service to you, at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations, and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to e*service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedures and service call history for the unit(s). You will be responsible for obtaining internet access to use e*service.

TERMINATION

In the event the state is unable to provide funding for this contract, Otis elevator will allow for a thirty (30) day out after receiving a letter in writing from the state of West Virginia.

VANDALISM

Any and all labor and parts needed to be replaced due to vandalism will not be covered under this contract

EMERGENCY TELEPHONES

If in the event the existing emergency telephones need to be reprogrammed and Otis is unable to do so due to confidential programming information Otis will replace the telephone for an extra to this contract.

LIQUIDATED DAMAGES

Otis elevator will not be responsible for any and all liquated damages

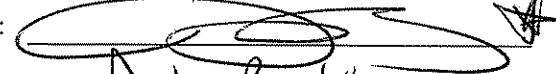
TRAVEL TIME AND EXPENSES

In the event of trouble calls between our regular examinations, you agree to pay us extra for travel time and expenses, at our regular billing rates, from the dispatching point to the building under contract and return.

All other terms and conditions to be mutually acceptable.

OTIS ELEVATOR COMPANY

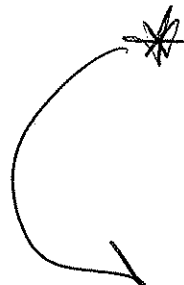
Date: 7/20/09

Signed: 

Print Name: Dustin Borek

Title: Account Representative

E-mail: Dustin.Borek@otis.com



our acceptance is conditional on the provisions contained in the attached letter DEN1644 dated 7/20/09

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Otis E. Herder

Signed: [Signature]

Date: 7/20/09

Title: Account Representative

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: _____

Authorized Signature: _____

Date: _____

Purchasing Affidavit (Revised 01/01/09)

Our acceptance is conditional on the provisions contained in the attached letter DENIGH dated 7/20/09