

TYPE NAME/ADDRESS HERE

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

Industrial/commercial Elevator (ICE)

Request for Quotation

WSH12001

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD WESTON, WV 26452

304-269-1210

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

- 1. Awards will be made in the best Interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and vold, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Fallure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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PO BOX 262 Cecil, PA 15321

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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ROBERTA WAGNER
304-558-0067

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON MR

WESTON, WV 26452

304-269-1210

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



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PO BOX 262

Cecil, PA 15321

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936 SHARPE HOSPITAL ROAD WESTON, WV 26452

304-269-1210

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHT TERMS 05/19/2011 BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM QUANTITY Ł NE UOP **ITEM NUMBER** UNITERICE AMOUNT. EXHIBIT 1 LIFE OF CONTRACT: | THIS CONTRACT BECOMES EFFECTIVE ON \$\phi7/01/2011 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 PRIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL **抑OT 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. wnless specific provisions are stipulated elsewhere in THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, TS AGENCIES OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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 \$\phi \text{GINAL CONTRACT AND \$\text{\$HALL 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 \$UPPLIED ARE OF AP INF\$RIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A \$PENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISTION OR COST ITEMS SPECIFIED ON THIS CONTRACT FOR SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 412 257 0124

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

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936 SHARPE HOSPITAL ROAD weston, wv 304-269-1210 26452

FREIGHT TERMS TERMS OF SALE SHIP VIA DATE PRINTED 05/19/2011 BID OPENING DATE: 01:30PM BID OPENING TIME 06/28/2011 AMOUNT UNIT PRICE TEM NUMBER QUANTITY TIME UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. Vendor must clearly understand that any verbal REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. riel/Commercial Ebutor (ICE) COMPANY NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 BEE REVERSE SIDE FOR TERMS AND CONDITIONS 6-22-201

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ADDRESS CHANGES TO BE NOTED ABOVE



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WSH12001

This is a Request for Quotation to provide all labor, material and anything necessary to provide monthly preventative and corrective maintenance for the elevators at William R. Sharpe, Jr Hospital. Cost shall include any associated travel cost, component replacement and emergency service.

Each invoice must show date of service and what was inspected to validate JCAHO, OHFLAC, and Fire Marshall compliance.

This contract must include on-site scheduled routine preventative maintenance which would include: monthly inspection of the elevators, provide a written report of findings and scope of work performed each month delivered to the Assistant CEO or their appointed designee prior to service tech leaving Sharpe Hospital, and indicate any potential corrective maintenance that my need to be completed in order to keep the elevators operating properly.

Maintenance Program shall consist of:

1. MONTHLY PREVENTATIVE MAINTENANCE

The routine preventative maintenance shall include (but not be limited to): checking all cables, fuses, springs, doors, clutches and relays, making certain the elevators are lubricated properly and are free of dirt and debris, and ensuring all the elevator shafts are clean and dry. Vendor shall ensure emergency phone is operating properly, and shall change light bulbs as needed. Each periodic, preventative, and predictive maintenance call shall be scheduled 30 days prior to service. A report of findings, work performed, parts used, and results shall be provided at the completion of each call.

Contractor shall furnish all labor, materials, and equipment necessary to provide preventative maintenance to the eight (8) elevators listed below, and all related equipment, in accordance with the manufacturer's recommendations other than normal operation maintenance and service.

Serial #	Manuf.	Location/	Туре
1. ED4369	Dover	Mailroom	Oildraulic
2. ED4376	Dover	Maintenance	Oildraulic
3. ED4372	Dover	Switchboard	Oildraulic
4. ED4371	Dover	Switchboard	Oildraulic
5. ED4373	Dover	Snack bar	Oildraulic
6. ED4374	Dover	C-1	Oildraulic (Key Operated)
7. ED4375	Dover	C-2	Oildraulic (Key Operated)
8. B5176-01	Schindler	HIM	Hydraulic

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

The contractor should have access to any parts needed for emergency or corrective maintenance within 24 hours.

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

2. COMPONENT REPLACEMENT

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

3. EMERGENCY/CORRECTIVE MAINTENANCE

Twenty-four hour, seven days a week emergency/corrective maintenance 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 by phone 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 deduct \$100.00 per hour for each hour over the maximum 4 hour allowance from submitted invoices for that service call.

At the conclusion of the contract period, the contractor must ensure 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 Ir. Hospital will perform a required joint inspection and the old vendor must correct any discrepancies.

Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission at the time of bid submission.

Life of Contract: This contract becomes effective on July 1, 2011 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.

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 or 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.

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 contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is 250,000.00

Successful vendor must be licensed and /or certified in elevator maintenance and repair.

Workers Compensation: The successful vendor will be required to provide a certificate from Worker's Compensation.

Evaluation: This contract will be awarded to the vendor meeting specifications with the lowest overall bid.

WSH12001 Cost Sheet Please see previous pages for Specific requirements

Qty	Description	n		Monthly Price	Extended Price	
12 mo	· · · · · · · · · · · · · · · · · · ·	Dover	Mailroom	Oildraulic \$	\$ 1,584.00	1
12 mo	ED4376	Dover	Maintenance	Oildraulic \$ 132.00	\$ 1,584.00	1
12 mo	ED4372	Dover	Switchboard	Oildraulic \$ 132.00	s 1,584.00	
12 mo	ED4371	Dover	Switchboard	Olidraulic \$ 132.00	\$ 1,584.00	
12 mo	ED4373	Dover	Snack bar	Olidraulic \$ 132.00	\$ 1,584.00	
12 mo	ED4374	Dover	C-1	Oildraulic \$ 132.00	\$ 1,584.00	
12 mo	ED4375	Dover	C-2	Olidraulic \$ 132.00	\$ 1,584.00	
12 mo	B5176-01	Schindler	нім	Hydraulic \$ 132.00	\$ 1,584.00	# 17 672
,				TOTAL	\$ 1056°/mo × 12	4 (EAR

Take monthly price multiply it by the 12 month quantity to determine the extended price.

Evaluation: This contract will be awarded to the vendor meeting specifications with the lowest overall bid.

Vendor Name Industrial/Commercial Elevator

Date 6-22-2011

MANAGER

PO Box 262 Cecil, PA 15321 Phone #412-257-0124 Fax #412-257-3480

Email: SCottrill@ICElevator.com

William R Sharpe Jr. Hospital 936 Sharpe Hospital Road Weston, WV 26452

June 22, 2011

RE: RFQ # WSH12001

Ms. Murray:

Industrial/Commercial Elevator is pleased to offer our service for your vertical transportation needs. I have enclosed the maintenance proposal along with the required supporting documentation as required.

I am confident that this proposal will be well suited to your needs.

If there are any questions or you require any additional information please call me at 412-257-0124 Ext 0.

Sincerely,

INDUSTRIAL/COMMERCIAL ELEVATOR CO. INC.

Stevena. Cottrill

Manager ICE-1.0



QUALITY ASSURANCE (ICE 2.0)

June 22, 2011

Industrial/Commercial Elevator Company, Inc. (ICE)

Industrial/Commercial Elevator (ICE) will give the customer exactly what they are entitled to: Excellent service, cost effective pricing and maximum value.

ICE's approach is simple. We form an alliance of customer focus and our own skilled personnel who are dedicated to a single objective...... deliver quality services tailored to meeting your needs.

ICE's preventative maintenance programs help to reduce troubles by anticipating problems, thus prolonging equipment life while containing costs. We offer expert service on diversified equipment with up to date technology. This allows us to maintain your elevator equipment and ensure safe, smooth and reliable performance.

Far reaching diversified repair experience allows us to skillfully renovate and repair both major and minor system components, whether on planned or an emergency basis.

ICE offers many options to fulfill your elevator needs. Maintenance, modernizations, ADA requirements, safety tests and consulting are just a few of the innovative services we provide. We also install new elevator, dumbwaiters and escalators for commercial use.

WHAT DIFFERENTIATES ICE FROM THE OTHERS:

ICE's night call dispatching by local personnel, not through a call center located in another state. Our 24 hour service is aware of any special needs of specific customers.

Employing industry trained personnel and on-going educational program to stay abreast of the rapidly changing elevator technology

An in-house inventory of critical item replacement parts

State of the art non proprietary products used

HOW WE BENEFIT THE CUSTOMER:

Heighten facility appeal to existing and potential occupants

Increase tenant or client satisfaction through improved elevator reliability

Control or reduce building operation costs

Reduce building management headaches by regular preventive maintenance procedures

Provide superior response to emergency situations



***709015527**

PO BOX 262

CECIL PA

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Department of Administration
Purchasing Division
2019 Washington Street East
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Charleston, WV 25305-0130

INDUSTRIAL ELEVATOR MAINTENANC

15321

412-257-0124

Request for Quotation

WSH12001

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

8 H - P T O HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL

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SIGN IN SHEET

WSH 12001 Elexistor

TELEPHONE & FAX

Request for Proposal No.

PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	NOMBERS
Company: MURPHY ELEVATOR	1004 4th AVE	PHONE (304) 389-0272
Rep: MALT BAKER	HUNTINGTON, WY 25701	TOLL (800) 321-1527
Email Address: Wa H @ MUTPhy elevator COM		FAX (304) 697-8675
Company: Industrial Elevator	Box 262 Rt 50 W	PHONE 412 - 257-0124
Rep: Micheal Hartman	Cecil PA 15321	TOLL FREE
Email Address: Scottrill @icelevator.Com		FAX
Company: THYSSENKRUPP ELEVATOR	901 MORRIS ST	PHONE 304-342-8/15
Rep: ERIC HACENEY	CHARLESTON, WV 25301	TOLL FREE
Email Address: <u>eric.hackney</u> @ thyssenkrupp.com		FAX 866-812-5542
Company: \$ 0775 EZEVATOR	4768 CHIMNEY DR.	PHONE 304-965-8185
Rep: ERIC PAINTER	CHARLESTON WV 2-302	TOLL FREE
Email Address: 2710, PAINTER 20175, COM		FAX 860-998-3953
Company:		PHONE
	OEIC" OI: DHINU BOWNERING	TOLL FREE
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CHAROLIC CONTRACTOR

Rev. 09/08

State of West Virginia

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.

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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 preced-		
•	ing the date of this certification; or , Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of Bidder is a partnership, association or corporation; or 80% of the 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. X	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.		
requ agai	er understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the irements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty not such penalty will be paid to the contracting agency and the formany unpaid balance on the contract or purchase order.		
auth the i	ubmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and orizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid equired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information med by the Tax Commissioner to be confidential.		
Und and cha	ler penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate nges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.		
Bid	der: Industrial/Commercial Elevator signed: Du Tolly		
Dat	o: 6-27-2011 Title: MANAGER		
*Ché	ack any combination of preference consideration(s) indicated above, which you are entitled to receive.		

RFQ No.	WSH	2001	
1 0 1 10			

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: INDUSTICIAL Com m	ercial Elevator
Authorized Signature:	Date: <u>6-22-201</u>
State of Pernsylvania	
County of Washington, to-wit:	
Taken, subscribed, and sworn to before me this 33 day	of
My Commission expires 130	
AFFIX SEAL HERE	NOTARY PUBLIC

STADIAL SEAL