



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
 WSH12001

PAGE
 1

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

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

CHARLESTON WV 25302-4804

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452

304-269-1210

RECEIVED
 5-25-11

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/19/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES; WILLIAM R. SHARPE JR. HOSPITAL LOCATED AT 936 SHARPE HOSPITAL ROAD, WESTON, WV 26452 IS SOLICITING BIDS TO PROVIDE MONTHLY ELEVATOR PREVENTATIVE AND CORRECTIVE MAINTENANCE PER THE ATTACHED SPECIFICATIONS.						
0001	12	MN		910-13 DOVER ELEVATOR #ED4369 - MAILROOM - OILDRAULIC	95 ⁰⁰	1140 ⁰⁰
0002	12	MN		910-13 DOVER ELEVATOR #ED4376 - MAINTENANCE - OILDRAULIC	125 ⁰⁰	1500 ⁰⁰
0003	12	MN		910-13 DOVER ELEVATOR #ED4372 - SWITCHBOARD - OILDRAULIC	95 ⁰⁰	1140 ⁰⁰
0004	12	MN		910-13 DOVER ELEVATOR #ED4371 - SWITCHBOARD - OILDRAULIC	95 ⁰⁰	1140 ⁰⁰

RECEIVED

2011 JUN 27 PM 2:2

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'



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

DATE PRINTED 05/19/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	12	MN		910-13 DOVER ELEVATOR #ED4373 - SNACK BAR - OILDRAULIC	95 ⁰⁰	1140 ⁰⁰
0006	12	MN		910-13 DOVER ELEVATOR #ED4374 C-1 OILDRAULIC (KEY OPERATED)	95 ⁰⁰	1140 ⁰⁰
0007	12	MN		910-13 DOVER ELEVATOR #ED4375 C-2 OILDRAULIC (KEY OPERATED)	95 ⁰⁰	1140 ⁰⁰
0008	12	MN		910-13 SCHINDLER ELEVATOR B5176-01 - HIM - HYDRAULIC	95 ⁰⁰	1140 ⁰⁰
* THE UNDERSIGNED HAS BEEN GRANTED SPECIFIC AUTHORITY ONLY TO SIGN THIS CONTRACT SUBJECT TO THE OTIS ACKNOWLEDGEMENT LETTER # <u>SKA627/MACK</u> ATTACHED HERETO AND MADE A PART HEREOF.						TOTAL <u>\$ 9,480⁰⁰</u> PER YEAR
A MANDATORY PRE-BID WILL BE HELD ON 06/07/2011 AT 9:00 AM IN CONFERENCE ROOM F AT THE HOSPITAL. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE 304-965-8185 DATE 6/27/11

TITLE SALES MGR FEIN 13 578 33 89

ADDRESS CHANGES TO BE NOTED ABOVE

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<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL, AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/09/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p>						

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PROPERTY

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 07/01/2011 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 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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) SUCCESSIVE 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 WITH 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</p>						
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<p>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>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.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: WSH12001</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p>						

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ORDER

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY RFQ. NO.: WSH12001 BID OPENING DATE: 06/28/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 860-998-3953 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ERIC PAINTER -----						

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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	Type
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 Jr. 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	Monthly Price	Extended Price
12 mo	ED4369 Dover Mailroom	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	ED4376 Dover Maintenance	Oildraulic \$ <u>125⁰⁰</u>	\$ <u>1,500⁰⁰</u>
12 mo	ED4372 Dover Switchboard	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	ED4371 Dover Switchboard	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	ED4373 Dover Snack bar	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	ED4374 Dover C-1	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	ED4375 Dover C-2	Oildraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
12 mo	B5176-01 Schindler HIM	Hydraulic \$ <u>95⁰⁰</u>	\$ <u>1,140⁰⁰</u>
TOTAL			\$ <u>9,480⁰⁰</u>

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 OTIS ELEVATOR

Date 6/27/11

"THE UNDERSIGNED HAS BEEN GRANTED SPECIFIC AUTHORITY ONLY TO SIGN THIS CONTRACT SUBJECT TO THE OTIS ACKNOWLEDGEMENT LETTER # EKA6271A1K ATTACHED HERETO AND MADE A PART HEREOF."

OTIS

DATE: June 27, 2011

TO:
W. R. Sharpe Jr. Hospital
936 Sharpe Hospital Road
Weston, WV 26452

FROM:
Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

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

Eric Painter
304-965-8185
Fax: 860-998-3952

REFERENCE NUMBER: EKP62711ACK

Thank you for allowing us the opportunity to do business with your company. Enclosed is a RFQ signed copy of our Agreement with you dated 5/19/11. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law.

PERFORMANCE DELAYS

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.**

OTIS ACKNOWLEDGEMENT LETTER

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, waive subrogation and/or add others as additional insured. 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.

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.

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.

OTIS ELEVATOR COMPANY

Date: 6/27/11

Signed: Eric Painter

Print Name: ERIC PAINTER

Title: SALES MANAGER

E-mail: ERIC.PAINTER@OTIS.COM

OTIS ACKNOWLEDGEMENT LETTER



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
WSH12001

PAGE
1

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

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

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
06/12/2011				

BID OPENING DATE: **06/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 ----- THIS ADDENDUM IS ISSUED TO ATTACHED THE SIGN IN SHEET FROM THE MANDATORY PRE-BID. ----- END OF ADDENDUM NO. 1 -----						
0001	12	MN		910-13		
DOVER ELEVATOR #ED4369 - MAILROOM - OILDRAULIC						

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'

WSH 12001

SIGN IN SHEET

Elevators

Request for Proposal No.

PLEASE PRINT

Date: 6-7-11

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

Company: <u>MURPHY ELEVATOR</u>	<u>1004 4th AVE</u>	PHONE <u>(304) 389-0272</u>
Rep: <u>WALT BAKER</u>	<u>HUNTINGTON, WV 25701</u>	TOLL FREE <u>(800) 321-1527</u>
Email Address: <u>walt@murphyelevator.com</u>		FAX <u>(304) 697-8675</u>
Company: <u>Industrial Elevator</u>	<u>Box 262 Rt 50 W</u>	PHONE <u>412-257-0124</u>
Rep: <u>Michael Hartman</u>	<u>Cecil PA 15321</u>	TOLL FREE
Email Address: <u>Scott.rill@icelevator.com</u>		FAX
Company: <u>THYSSENKRUPP ELEVATOR</u>	<u>901 MORRIS ST</u>	PHONE <u>304-342-8115</u>
Rep: <u>ERIC HACKNEY</u>	<u>CHARLESTON, WV 25301</u>	TOLL FREE
Email Address: <u>eric.hackney@thyssenkrupp.com</u>		FAX <u>866-812-5542</u>
Company: <u>OTIS ELEVATOR</u>	<u>4768 CHAMNEY DR.</u>	PHONE <u>304-965-8185</u>
Rep: <u>ERIC PAINTER</u>	<u>CHARLESTON WV 25302</u>	TOLL FREE
Email Address: <u>ERIC.PAINTER@OTIS.COM</u>		FAX <u>860-998-3953</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

OFFICE OF LIGHT RAIL TRANSPORTATION

DATE: JUN 13 2011 11:45 AM

RECEIVED

RECEIVED

RFQ No. WS4/2001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: OTTS ELEVATOR

Authorized Signature: *Eric Pruitt* Date: 6/27/11

State of WV

County of Kenawa, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2011.

My Commission expires 1-22-, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

Tara Martin

