



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
 GSD116440

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</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 <i>[Signature]</i> 10/11/11</p> <p>NO. 2 <i>[Signature]</i> 10/11/11</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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</p>						

RECEIVED
 2011 OCT 11 PM 12:25
 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'



State of West Virginia
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08/24/2011				

BID OPENING DATE: 10/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 style="text-align: center;">..... SIGNATURE OTIS ELEVATOR COMPANY 10/11/11 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</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'

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
Capitol Complex, Building 1							
EV0001639	Elevator #1, East Wing	2,500	Elev/Trac	5	\$549.18	12	\$6,590.16
EV0001639	Elevator #2, East Wing	2,500	Elev/Trac	5	\$549.18	12	\$6,590.16
EV0001639	Elevator #3, MB, AG Office	1,800	Elev/Trac	3	\$549.18	12	\$6,590.16
EV0001639	Elevator #4, MB	2,500	Elev/Hyd	4	\$549.18	12	\$6,590.16
EV0001639	Elevaror #5, MB, House Side	2,500	Elev/Trac	4	\$549.18	12	\$6,590.16
EV0001639	Elevator #6, MB, Senate side	2,500	Elev/Trac	4	\$549.18	12	\$6,590.16
EV0001639	Elevator #7, MB, Gov. Office	1,800	Elev/Trac	3	\$549.18	12	\$6,590.16
EV0001639	Elevator #8, West Wing	2,500	Elev/Trac	5	\$549.18	12	\$6,590.16
EV0001639	Elevator #9, West Wing	2,500	Elev/Trac	5	\$549.18	12	\$6,590.16
EV0001639	W/C Lift, West Wing	750	WC Lift	2	\$549.18	12	\$6,590.16
EV0001639	W/C Lift, East Wing	750	WC Lift	2	\$549.18	12	\$6,590.16
Capitol Complex, Building 3							
EV0001639	Elevator #1	3,000	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #2	3,000	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #3	3,000	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #4	3,000	Elev/Trac	9	\$549.18	12	\$6,590.16
Capitol Complex, Building 4							
EV0001639	Elevator #1, Left	2,500	Elev/Trac	8	\$549.18	12	\$6,590.16
EV0001639	Elevator #2, Right	2,500	Elev/Trac	8	\$549.18	12	\$6,590.16
EV0001639	W/C Lift,	450	WC Lift	2	\$549.18	12	\$6,590.16
Capitol Complex, Building 5							
EV0001639	Elevator #1	3,500	Elev/Trac	11	\$549.18	12	\$6,590.16
EV0001639	Elevator #2	3,500	Elev/Trac	11	\$549.18	12	\$6,590.16
EV0001639	Elevator #3	3,500	Elev/Trac	11	\$549.18	12	\$6,590.16
EV0001639	Elevator #4	3,500	Elev/Trac	11	\$549.18	12	\$6,590.16
EV0001639	Elevator #5, Executive	2,500	Elev/Trac	11	\$549.18	12	\$6,590.16
EV0001639	Elevator #6, Frt	5,000	Elev/Trac	12	\$549.18	12	\$6,590.16
Capitol Complex, Building 6							
EV0001639	Elevator #1	3,500	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #2	3,500	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #3	3,500	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #4	3,500	Elev/Trac	9	\$549.18	12	\$6,590.16
EV0001639	Elevator #5	5,000	Elev/Trac	10	\$549.18	12	\$6,590.16
Capitol Complex, Building 7							
EV0001639	Elevator #1	2,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
EV0001639	Elevator #2, Frt	10,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
Capitol Complex, Building 8							
EV0001639	Elevator #1, Governors Manion	750	Priv Res	4	\$549.18	12	\$6,590.16
Capitol Complex, Building 13							
EV0001639	Elevator #1, Parking Garage	2,500	Elev/Hyd	4	\$549.18	12	\$6,590.16
EV0001639	Elevator #2, Parking Garage	2,500	Elev/Hyd	4	\$549.18	12	\$6,590.16
Capitol Complex, Building 15							
EV0001639	Elevator #1, 2019 Wash. St E.	2,500	Elev/Hyd	2	\$549.18	12	\$6,590.16
Capitol Complex, Building 17							
EV0001639	Elevator #1, 2101 Wash. St E.	2,100	Elev/Hyd	3	\$549.18	12	\$6,590.16
Building 20, Leon Sullivan Way							
EV0001639	Elevator #1	6,000	Elev/Trac	6	\$549.18	12	\$6,590.16
EV0001639	Elevator #2	4,000	Roped/Hy	6	\$549.18	12	\$6,590.16

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
Building 22, Lee and Dickinson							
EV0001639	Elevator #1, Tax & Revenue	2,000	Elev/Trac	6	\$549.18	12	\$6,590.16
EV0001639	Elevator #2, Tax & Revenue	2,000	Elev/Trac	6	\$549.18	12	\$6,590.16
EV0001639	Elevator #3, Tax & Revenue	2,000	Elev/Trac	6	\$549.18	12	\$6,590.16
Building 36, One Davis Square							
EV0001324	Elevator #1	2,500	Elev/Hyd	5	\$549.18	12	\$6,590.16
EV0001324	Elevator #2	2,500	Elev/Hyd	5	\$549.18	12	\$6,590.16
EV0001324	Elevator #3	2,000	Elev/Hyd	2	\$549.18	12	\$6,590.16
EV0001324	Elevator #4	4,000	Elev/Trac	5	\$549.18	12	\$6,590.16
Building 37, DEP Kanawha City							
EV0002973	Elevator #1	3,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
EV0002973	Elevator #2	3,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
EV0002973	Elevator #3	3,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
EV0002973	Elevator #4	5,000	Elev/Hyd	3	\$549.18	12	\$6,590.16
Building 23, Beckley, WV							
EV0001642	Elevator #1	2,500	Elev/Trac	4	\$549.18	12	\$6,590.16
EV0001642	Elevator #2	3,500	Elev/Hyd	5	\$549.18	12	\$6,590.16
Building 25, Parkersburg, WV							
EV0001295	Elevator #1	2,500	Elev/Hyd	6	\$549.18	12	\$6,590.16
EV0001295	Elevator #2	6,000	Elev/Trac	5	\$549.18	12	\$6,590.16
Building 32, Huntington, WV							
EV0002878	Elevator #1	5,000	Elev/Hyd	2	\$549.18	12	\$6,590.16
EV0002878	Elevator #2	3,000	Elev/Hyd	2	\$549.18	12	\$6,590.16
Building 34, Weirton, WV							
EV0003074	Elevator #1	3,500	Elev/Hyd	2	\$549.18	12	\$6,590.16
EV0003074	Elevator #2	5,000	Elev/Hyd	2	\$549.18	12	\$6,590.16
Bldg. 86, Smith Street, Chas							
EV0002254	Elevator #1	3,000	Elev/Hyd	5	\$549.18	12	\$6,590.16
EV0002254	Elevator #2	3,000	Elev/Hyd	5	\$549.18	12	\$6,590.16
Bldg. 74, South Charleston							
EV0001202	Elevator #1	2,100	Elev/Hyd	3	\$549.18	12	\$6,590.16
Bldg. 84, Greenbrier St., Chas							
	Elevator #1	2,500	Elev/Hyd	3	\$549.20	12	\$6,590.40
Total Monthly Charge					\$33,500.00		
Total Yearly Charge					A		\$402,000.00
Cost for Parts \$10,000 X Markup			15.00%		B		\$1,500.00
Flat Hourly Rate			\$125.00	X 200 Hours	C		\$25,000.00
Add Columns A+B+C= D Your Bid							
Total Bid					D		\$428,500.00

CONTACT INFORMATION

Company Name:

OTIS ELEVATOR

Company Address:

4708 CHIMNEY DRIVE
CHARLESTON, WV 25311

Contractor Contact Name:

DAN DUQUENOY

Contractor Phone Number:

(304) 356-7298

Contractor Fax Number:

(860) 998-1588

Contractor Email Address:

DANIEL.DUQUENOY@OTIS.COM

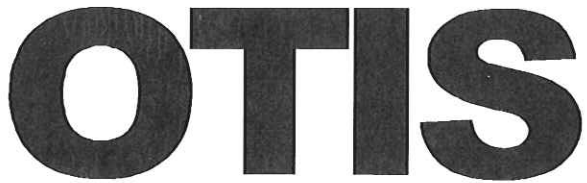
Please provide the following numbers below:

24 Hour Phone Number for Callback Services:

1-(860) 676-6847

Fax/email for Release Order Receipt:

(304) 356-7298



DATE: October 11, 2011

TO:
State of West Virginia
Department of Administration
Purchasing Division
Charleston, WV 25303-0130

FROM:
Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25311

REFERENCE NUMBER: GSD116440

Thank you for allowing us the opportunity to do business with your organization. Enclosed in the bid is a signed copy of our Agreement with you dated 10/11/2011. 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. It is also understood that our proposal dated 10/11/2011 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

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.

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 affect 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, 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: 10/11/11

Signed: 

Print Name: Dan Duquenoy

Title: Account Manager

E-mail: Daniel.Duquenoy@otis.com

OTIS ACKNOWLEDGEMENT LETTER

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
Capitol Complex, Building 1							
EV0001639	Elevator #1, East Wing	2,500	Elev/Trac	5	\$386.64	12	\$4,639.68
EV0001639	Elevator #2, East Wing	2,500	Elev/Trac	5	\$386.64	12	\$4,639.68
EV0001639	Elevator #3, MB, AG Office	1,800	Elev/Trac	3	\$386.64	12	\$4,639.68
EV0001639	Elevator #4, MB	2,500	Elev/Hyd	4	\$386.64	12	\$4,639.68
EV0001639	Elevaror #5, MB, House Side	2,500	Elev/Trac	4	\$386.64	12	\$4,639.68
EV0001639	Elevator #6, MB, Senate side	2,500	Elev/Trac	4	\$386.64	12	\$4,639.68
EV0001639	Elevator #7, MB, Gov. Office	1,800	Elev/Trac	3	\$386.64	12	\$4,639.68
EV0001639	Elevator #8, West Wing	2,500	Elev/Trac	5	\$386.64	12	\$4,639.68
EV0001639	Elevator #9, West Wing	2,500	Elev/Trac	5	\$386.64	12	\$4,639.68
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EV0001639	W/C Lift, East Wing	750	WC Lift	2	\$386.64	12	\$4,639.68
Capitol Complex, Building 3							
EV0001639	Elevator #1	3,000	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #2	3,000	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #3	3,000	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #4	3,000	Elev/Trac	9	\$386.64	12	\$4,639.68
Capitol Complex, Building 4							
EV0001639	Elevator #1, Left	2,500	Elev/Trac	8	\$386.64	12	\$4,639.68
EV0001639	Elevator #2, Right	2,500	Elev/Trac	8	\$386.64	12	\$4,639.68
EV0001639	W/C Lift,	450	WC Lift	2	\$386.64	12	\$4,639.68
Capitol Complex, Building 5							
EV0001639	Elevator #1	3,500	Elev/Trac	11	\$386.64	12	\$4,639.68
EV0001639	Elevator #2	3,500	Elev/Trac	11	\$386.64	12	\$4,639.68
EV0001639	Elevator #3	3,500	Elev/Trac	11	\$386.64	12	\$4,639.68
EV0001639	Elevator #4	3,500	Elev/Trac	11	\$386.64	12	\$4,639.68
EV0001639	Elevator #5, Executive	2,500	Elev/Trac	11	\$386.64	12	\$4,639.68
EV0001639	Elevator #6, Frt	5,000	Elev/Trac	12	\$386.64	12	\$4,639.68
Capitol Complex, Building 6							
EV0001639	Elevator #1	3,500	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #2	3,500	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #3	3,500	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #4	3,500	Elev/Trac	9	\$386.64	12	\$4,639.68
EV0001639	Elevator #5	5,000	Elev/Trac	10	\$386.64	12	\$4,639.68
Capitol Complex, Building 7							
EV0001639	Elevator #1	2,000	Elev/Hyd	3	\$386.64	12	\$4,639.68
EV0001639	Elevator #2, Frt	10,000	Elev/Hyd	3	\$386.64	12	\$4,639.68
Capitol Complex, Building 8							
EV0001639	Elevator #1, Governors Manion	750	Priv Res	4	\$386.64	12	\$4,639.68
Capitol Complex, Building 13							
EV0001639	Elevator #1, Parking Garage	2,500	Elev/Hyd	4	\$386.64	12	\$4,639.68
EV0001639	Elevator #2, Parking Garage	2,500	Elev/Hyd	4	\$386.64	12	\$4,639.68
Capitol Complex, Building 15							
EV0001639	Elevator #1, 2019 Wash. St E.	2,500	Elev/Hyd	2	\$386.64	12	\$4,639.68
Capitol Complex, Building 17							
EV0001639	Elevator #1, 2101 Wash. St E.	2,100	Elev/Hyd	3	\$386.64	12	\$4,639.68
Building 20, Leon Sullivan Way							
EV0001639	Elevator #1	6,000	Elev/Trac	6	\$386.64	12	\$4,639.68
EV0001639	Elevator #2	4,000	Roped/Hy	6	\$386.64	12	\$4,639.68

Attachment A
(Bid #2) - OT Not Included

EV#	LocationName	Capacity	Type	Land	Monthly Cost	QTY	Yearly Cost
Building 22, Lee and Dickinson							
EV0001639	Elevator #1, Tax & Revenue	2,000	Elev/Trac	6	\$386.64	12	\$4,639.68
EV0001639	Elevator #2, Tax & Revenue	2,000	Elev/Trac	6	\$386.64	12	\$4,639.68
EV0001639	Elevator #3, Tax & Revenue	2,000	Elev/Trac	6	\$386.64	12	\$4,639.68
Building 36, One Davis Square							
EV0001324	Elevator #1	2,500	Elev/Hyd	5	\$386.64	12	\$4,639.68
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Building 37, DEP Kanawha City							
EV0002973	Elevator #1	3,000	Elev/Hyd	3	\$386.64	12	\$4,639.68
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EV0002973	Elevator #3	3,000	Elev/Hyd	3	\$386.64	12	\$4,639.68
EV0002973	Elevator #4	5,000	Elev/Hyd	3	\$386.64	12	\$4,639.68
Building 23, Beckley, WV							
EV0001642	Elevator #1	2,500	Elev/Trac	4	\$386.64	12	\$4,639.68
EV0001642	Elevator #2	3,500	Elev/Hyd	5	\$386.64	12	\$4,639.68
Building 25, Parkersburg, WV							
EV0001295	Elevator #1	2,500	Elev/Hyd	6	\$386.64	12	\$4,639.68
EV0001295	Elevator #2	6,000	Elev/Trac	5	\$386.64	12	\$4,639.68
Building 32, Huntington, WV							
EV0002878	Elevator #1	5,000	Elev/Hyd	2	\$386.64	12	\$4,639.68
EV0002878	Elevator #2	3,000	Elev/Hyd	2	\$386.64	12	\$4,639.68
Building 34, Weirton, WV							
EV0003074	Elevator #1	3,500	Elev/Hyd	2	\$386.64	12	\$4,639.68
EV0003074	Elevator #2	5,000	Elev/Hyd	2	\$386.64	12	\$4,639.68
Bldg. 86, Smith Street, Chas							
EV0002254	Elevator #1	3,000	Elev/Hyd	5	\$386.64	12	\$4,639.68
EV0002254	Elevator #2	3,000	Elev/Hyd	5	\$386.64	12	\$4,639.68
Bldg. 74, South Charleston							
EV0001202	Elevator #1	2,100	Elev/Hyd	3	\$386.64	12	\$4,639.68
Bldg. 84, Greenbrier St., Chas							
	Elevator #1	2,500	Elev/Hyd	3	\$386.64	12	\$4,639.68
Total Monthly Charge					\$23,585.04		
Total Yearly Charge					A		\$283,020.48
Cost for Parts \$10,000 X Markup			15.00%		B		\$1,500.00
Flat Hourly Rate			\$125.00	X 200 Hours	C		\$25,000.00
Add Columns A+B+C= D Your Bid							
Total Bid					D		\$309,520.48

CONTACT INFORMATION

Company Name:	OTIS ELEVATOR
Company Address:	4768 CHIMNEY DRIVE CHARLESTON, WV 25311
Contractor Contact Name:	DAN DUQUENOY
Contractor Phone Number:	(304) 356-7298
Contractor Fax Number:	(860) 998-1588
Contractor Email Address:	DANIEL.DUQUENOY@OTIS.COM
Please provide the following numbers below:	1-(860) - 676-6847
24 Hour Phone Number for Callback Services:	7 " "
Fax/email for Release Order Receipt:	(304) - 356-7298

OTIS

DATE: 10/11/2011

TO:

State of West Virginia
Purchasing Division
Charleston, West Virginia 25303-0130

FROM:

Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

EQUIPMENT LOCATION:

State of West Virginia
1900 Kanawha Blvd East
Charleston, WV 25305

Daniel Duquenois
Phone: (304) 965-8186
Fax: (860) 998-1588

PROPOSAL NUMBER:

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
32		TRACTION	
26		HYDRAULIC	
3		OTHER	

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM 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.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts,

linings, and component parts.

- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

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 service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service 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 emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall 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 emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and 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 – e*SERVICE

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 procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover 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, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

CONTRACT PRICE AND TERM

CONTRACT PRICE

Twenty-three thousand five hundred eighty-five dollars and four cents (\$23,585.04) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Two thousand three hundred fifty-eight dollars and fifty cents (\$2,358.50) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **08/01/2011** which was **229.300**.

B. Labor

Twenty-one thousand two hundred twenty-six dollars and fifty-four cents (\$21,226.54) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2011** which was **67.579**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be .

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed at each one year anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Daniel Duqueno

Title: _____

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date:

Signed:

Print Name: Krista Ferrell

Title:

E-mail: krista.s.ferrell@wv.gov

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent:

(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title:

Krista,

Otis Elevator has submitted two separate bids for the State to consider for GSD116440.

Bid # 1: Is per the state specifications, along with some clarifications by Otis.

Bid #2: Per the state specifications, with exception to including the stand-by service hours after 5PM. *(Please refer to Otis Full Preventative Maintenance contract provided).*

Feel free to contact me directly if you have any further questions.

Best Regards,
Dan Duquenoy

Account Manager
Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302
304-965-8186 P 860-998-1588 F
304-356-7298 C



Otis

A United Technologies Company

GSD116440

RFQ No. _____

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: OTIS ELEVATOR

Authorized Signature: [Signature] * Date: 10/11/11

State of WEST VIRGINIA

County of KANAWHA, to-wit:

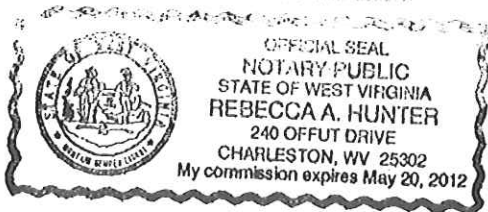
Taken, subscribed, and sworn to before me this 11 day of October, 2011.

My Commission expires May 20, 2012, 20 .

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE

* THIS UNDERSIGNED HAS NO LEGAL OR OTHER AUTHORITY ONLY TO SIGN THIS AFFIDAVIT SUBJECT TO THE OATH ADMINISTERED BY THE UNDERSIGNED ATTACHED HERETO WHICH MUST BE FILED WITH THIS AFFIDAVIT.



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.

- 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 ELEVATOR Signed: [Signature]
Date: 10/11/11 Title: ACCOUNT MANAGER

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