



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
 GSD126751

PAGE
 1

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

*709003651 304-965-2780

OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE

CHARLESTON WV 25302-4804

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DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		910-13		
<p>MONTHLY ELEVATOR MAINTENANCE FOR DOA OWNED BLDGS.</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 02/21/2012 AT 10:00 AM IN BUILDING 11 LOCATED AT THE CORNER OF PEIDMONT AVE CALIFORNIA AVE IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I 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</p>						

RECEIVED
 2012 MAR 15 AM 11:38
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-356-7296	3/15/12	
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE		
OTIS - Account Manager	13-5963389		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.
9. 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 void, 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.html 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. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
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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PAGE
2

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KRISTA FERRELL 304-558-2596

*709003651 304-965-2780

VENDOR

OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE
 CHARLESTON WV 25302-4804

SHIP TO

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<p>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 CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. VENDORS SHOULD INCLUDE THE RFQ NUMBER ON THE SUBJECT LINE OF THE EMAIL.</p> <p>DEADLINE FOR TECHNICAL QUESTION SUBMISSION IS 03/01/2012 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>* refer to pg. 1</i>		
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<p>STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED FOR SOLICITATION.</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 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) 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</p>						

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<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>ORDERING PROCEDURE: SEE SECTION 3 OF THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT</p>						

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<p>THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: EACH RELEASE IS TO BE PERFORMED WITHIN THE NUMBER OF CALENDAR DAYS INDICATED ON THE ORDER. UNLESS OTHERWISE SPECIFIED ON THE RELEASE ORDER THE EXECUTED RELEASE ORDER WILL BE CONSIDERED THE NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE APPLICABLE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

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PAGE
6

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OF THIS CONTRACT:						
<input checked="" type="checkbox"/> (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF 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 \$1,000,000.00.						
<input type="checkbox"/> () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
<input checked="" type="checkbox"/> (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR THE FULL AMOUNT OF THE BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
<input type="checkbox"/> () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS						

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PROJECTS						
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

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				3/15/12		
				REV. 11/96		
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: OTIS ELEVATOR COMPANY		
				CONTRACTORS LICENSE NO.: WV002602		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN		

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 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		

TITLE	FEIN	- ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
GSD126751

PAGE
12

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

*709003651 304-965-2780

VENDOR

OTIS ELEVATOR COMPANY
 4768 CHIMNEY DRIVE
 CHARLESTON WV 25302-4804

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2012				
BID OPENING DATE: 03/15/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQ. NO. : GSD126751		
				BID OPENING DATE: 03/15/2012		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 860-998-1588 -----		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- DANIEL DUQUENOY -----		
				***** THIS IS THE END OF RFQ GSD126751 *****		TOTAL: \$420,500

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-356-7218	3/15/12
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
013 - Account Manager	13-598 3389	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.
9. 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 void, 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.html 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. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
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).

<u>EV#</u>	<u>LocationName</u>	<u>Capacity</u>	<u>Type</u>	<u>Land</u>	<u>Monthly Cost</u>	<u>QTY</u>	<u>Yearly Cost</u>
Capitol Complex, Building 1							
EV0001639	Elevator #1, East Wing	2,500	Elev/Trac	5	\$516.13	12	\$6,193.56
EV0001639	Elevator #2, East Wing	2,500	Elev/Trac	5	\$516.13	12	\$6,193.56
EV0001639	Elevator #3, MB, AG Office	1,800	Elev/Trac	3	\$516.13	12	\$6,193.56
EV0001639	Elevator #4, MB	2,500	Elev/Hyd	4	\$516.13	12	\$6,193.56
EV0001639	Elevaror #5, MB, House Side	2,500	Elev/Trac	4	\$516.13	12	\$6,193.56
EV0001639	Elevator #6, MB, Senate side	2,500	Elev/Trac	4	\$516.13	12	\$6,193.56
EV0001639	Elevator #7, MB, Gov. Office	1,800	Elev/Trac	3	\$516.13	12	\$6,193.56
EV0001639	Elevator #8, West Wing	2,500	Elev/Trac	5	\$516.13	12	\$6,193.56
EV0001639	Elevator #9, West Wing	2,500	Elev/Trac	5	\$516.13	12	\$6,193.56
EV0001639	W/C Lift, West Wing	750	WC Lift	2	\$516.13	12	\$6,193.56
EV0001639	W/C Lift, East Wing	750	WC Lift	2	\$516.13	12	\$6,193.56
Capitol Complex, Building 3							
EV0001639	Elevator #1	3,000	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #2	3,000	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #3	3,000	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #4	3,000	Elev/Trac	9	\$516.13	12	\$6,193.56
Capitol Complex, Building 4							
EV0001639	Elevator #1, Left	2,500	Elev/Trac	8	\$516.13	12	\$6,193.56
EV0001639	Elevator #2, Right	2,500	Elev/Trac	8	\$516.13	12	\$6,193.56
EV0001639	W/C Lift,	450	WC Lift	2	\$516.13	12	\$6,193.56
Capitol Complex, Building 5							
EV0001639	Elevator #1	3,500	Elev/Trac	11	\$516.13	12	\$6,193.56
EV0001639	Elevator #2	3,500	Elev/Trac	11	\$516.13	12	\$6,193.56
EV0001639	Elevator #3	3,500	Elev/Trac	11	\$516.13	12	\$6,193.56
EV0001639	Elevator #4	3,500	Elev/Trac	11	\$516.13	12	\$6,193.56
EV0001639	Elevator #5, Executive	2,500	Elev/Trac	11	\$516.13	12	\$6,193.56
EV0001639	Elevator #6, Frt	5,000	Elev/Trac	12	\$516.13	12	\$6,193.56
Capitol Complex, Building 6							
EV0001639	Elevator #1	3,500	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #2	3,500	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #3	3,500	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #4	3,500	Elev/Trac	9	\$516.13	12	\$6,193.56
EV0001639	Elevator #5	5,000	Elev/Trac	10	\$516.13	12	\$6,193.56
Capitol Complex, Building 7							
EV0001639	Elevator #1	2,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
EV0001639	Elevator #2, Frt	10,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
Capitol Complex, Building 8							
EV0001639	Elevator #1, Governors Manion	750	Priv Res	4	\$516.13	12	\$6,193.56
Capitol Complex, Building 13							
EV0001639	Elevator #1, Parking Garage	2,500	Elev/Hyd	4	\$516.13	12	\$6,193.56
EV0001639	Elevator #2, Parking Garage	2,500	Elev/Hyd	4	\$516.13	12	\$6,193.56
Capitol Complex, Building 15							
EV0001639	Elevator #1, 2019 Wash. St E.	2,500	Elev/Hyd	2	\$516.13	12	\$6,193.56
Capitol Complex, Building 17							
EV0001639	Elevator #1, 2101 Wash. St E.	2,100	Elev/Hyd	3	\$516.13	12	\$6,193.56
Building 20, Leon Sullivan Way							
EV0001639	Elevator #1	6,000	Elev/Trac	6	\$516.13	12	\$6,193.56
EV0001639	Elevator #2	4,000	Roped/Hyd	6	\$516.13	12	\$6,193.56
<u>EV#</u>	<u>LocationName</u>	<u>Capacity</u>	<u>Type</u>	<u>Land</u>	<u>Monthly Cost</u>	<u>QTY</u>	<u>Yearly Cost</u>
Building 22, Lee and Dickinson							
EV0001639	Elevator #1, Tax & Revenue	2,000	Elev/Trac	6	\$516.13	12	\$6,193.56

EV0001639	Elevator #2, Tax & Revenue	2,000	Elev/Trac	6	\$516.13	12	\$6,193.56
EV0001639	Elevator #3, Tax & Revenue	2,000	Elev/Trac	6	\$516.13	12	\$6,193.56
Building 36, One Davis Square							
EV0001324	Elevator #1	2,500	Elev/Hyd	5	\$516.13	12	\$6,193.56
EV0001324	Elevator #2	2,500	Elev/Hyd	5	\$516.13	12	\$6,193.56
EV0001324	Elevator #3	2,000	Elev/Hyd	2	\$516.13	12	\$6,193.56
EV0001324	Elevator #4	4,000	Elev/Trac/F	5	\$516.13	12	\$6,193.56
Building 37, DEP Kanawha City							
EV0002973	Elevator #1	3,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
EV0002973	Elevator #2	3,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
EV0002973	Elevator #3	3,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
EV0002973	Elevator #4	5,000	Elev/Hyd	3	\$516.13	12	\$6,193.56
Building 23, Beckley, WV							
EV0001642	Elevator #1	2,500	Elev/Trac	4	\$516.13	12	\$6,193.56
EV0001642	Elevator #2	3,500	Elev/Hyd	5	\$516.13	12	\$6,193.56
Building 25, Parkersburg, WV							
EV0001295	Elevator #1	2,500	Elev/Hyd	6	\$516.13	12	\$6,193.56
EV0001295	Elevator #2	6,000	Elev/Trac	5	\$516.13	12	\$6,193.56
Building 32, Huntington, WV							
EV0002878	Elevator #1	5,000	Elev/Hyd	2	\$516.13	12	\$6,193.56
EV0002878	Elevator #2	3,000	Elev/Hyd	2	\$516.13	12	\$6,193.56
Building 34, Weirton, WV							
EV0003074	Elevator #1	3,500	Elev/Hyd	2	\$516.13	12	\$6,193.56
EV0003074	Elevator #2	5,000	Elev/Hyd	2	\$516.13	12	\$6,193.56
Bldg. 86, Smith Street, Chas							
EV0002254	Elevator #1	3,000	Elev/Hyd	5	\$516.13	12	\$6,193.56
EV0002254	Elevator #2	3,000	Elev/Hyd	5	\$516.13	12	\$6,193.56
Bldg. 74, South Charleston							
EV0001202	Elevator #1	2,100	Elev/Hyd	3	\$516.13	12	\$6,193.56
Bldg. 84, Greenbrier St., Chas							
	Elevator #1	2,500	Elev/Hyd	3	\$516.13	12	\$6,193.56
Bldg. 88, Players Club Drive, Chas							
EV0002066	Elevator #1	2,500	Elev/Hyd	2	\$516.07	12	\$6,193.56

Total Monthly Charge					\$32,000.00		
Total Yearly Charge					A		\$384,000.00
Cost for Parts \$10,000 X Markup		15.00%			B		\$11,500.00
Flat Hourly Rate		\$125.00	X 200 Hours		C		\$25,000.00

Add Columns A+B+C= D Your Bid

Total Bid					D		\$420,500.00
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CONTACT INFORMATION

Company Name:

OTIS ELEVATOR

Company Address:

4768 CHIMNEY DRIVE
CHARLESTON, WV

Contractor Contact Name:

DANIEL 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:

860-676-6847

Fax/email for Release Order Receipt:

860-998-1588

EV#	LocationName	SerialNo.	Capacity	Make	Type	Speed	Land	InstallYr	Mod Yr
EV0001639	Capitol Complex, Building 1, Ele #1, East Wing	98966	2,500	Murphy	Elev/Trac	350	5	1996	-----
EV0001639	Capitol Complex, Building 1, Ele #2, East Wing	BE 8350	2,500	Dover	Elev/Trac	350	5	1994	-----
EV0001639	Capitol Complex, Building 1, Ele #3, MB, Attorney General Off	200450	1,800	Otis	Elev/Trac	100	3	1926	1998
EV0001639	Capitol Complex, Building 1, Ele #4, MB	ET 9078	2,500	Thyssen	Elev/Hyd	125	4	2005	-----
EV0001639	Capitol Complex, Building 1, Ele #5, MB, House Side	200447	2,500	Otis	Elev/Trac	500	4	1926	1997
EV0001639	Capitol Complex, Building 1, Ele #6, MB, Senate side	200448	2,500	Otis	Elev/Trac	500	4	1926	1997
EV0001639	Capitol Complex, Building 1, Ele #7, MB, Gov. Office	200449	1,800	Otis	Elev/Trac	100	3	1926	2004
EV0001639	Capitol Complex, Building 1, Ele #8, West Wing	107135	2,500	Millar	Elev/Trac	350	5	1997	-----
EV0001639	Capitol Complex, Building 1, Ele #9, West Wing	98967	2,500	Murphy	Elev/Trac	350	5	1996	-----
EV0001639	Capitol Complex, Building 1, W/C Lift, West Wing	AS16392	750	Porchlift	WC Lift	15	2	1994	-----
EV0001639	Capitol Complex, Building 1, W/C Lift, East Wing	AS16391	750	Porchlift	WC Lift	15	2	1994	-----
EV0001639	Capitol Complex, Building 3, Ele #1	C-30184	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 3, Ele #2	C-30185	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 3, Ele #3	C-30186	3,000	Dover	Elev/Trac	500	9	1979	2005
EV0001639	Capitol Complex, Building 3, Ele #4	C-30187	3,000	Dover	Elev/Trac	500	9	1979	2006
EV0001639	Capitol Complex, Building 4, #1, Left	B03085	2,500	Dover	Elev/Trac	500	8	1953	1991
EV0001639	Capitol Complex, Building 4, #2, Right	B03086	2,500	Dover	Elev/Trac	500	8	1953	1991
EV0001639	Capitol Complex, Building 4, W/C Lift,	6608LA	450	Porchlift	WC Lift	20	2	2001	-----
EV0001639	Capitol Complex, Building 5, Ele #1	207110	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #2	207111	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #3	207112	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #4	207113	3,500	Otis	Elev/Trac	500	11	1968	2002
EV0001639	Capitol Complex, Building 5, Ele #5, Executive	207114	2,500	Otis	Elev/Trac	500	11	1968	2006
EV0001639	Capitol Complex, Building 5, Ele #6, Frt	207115	5,000	Otis	Elev/Trac	350	12	1968	-----
EV0001639	Capitol Complex, Building 6, Ele #1	207117	3,500	Otis	Elev/Trac	500	9	1968	2007
EV0001639	Capitol Complex, Building 6, Ele #2	207118	3,500	Otis	Elev/Trac	500	9	1968	2007
EV0001639	Capitol Complex, Building 6, Ele #3	207119	3,500	Otis	Elev/Trac	500	9	1968	2002
EV0001639	Capitol Complex, Building 6, Ele #4	207120	3,500	Otis	Elev/Trac	500	9	1968	2002
EV0001639	Capitol Complex, Building 6, Ele #5	207116	5,000	Otis	Elev/Trac	350	10	1968	-----
EV0001639	Capitol Complex, Building 7, Ele #1	207121	2,000	Otis	Elev/Hyd	125	3	1968	-----
EV0001639	Capitol Complex, Building 7, Ele #2, Frt	207122	10,000	Otis	Elev/Hyd	100	3	1968	-----
EV0001639	Capitol Complex, Building 8, Ele #1, Governors Manion	01058HIH	750	Inclinatior	Priv Res	37	4	2004	-----
EV0001639	Capitol Complex, Building 13, Ele #1, Parking Garage	419793	2,500	Otis	Elev/Hyd	125	4	1999	-----
EV0001639	Capitol Complex, Building 13, Ele #2, Parking Garage	419792	2,500	Otis	Elev/Hyd	125	4	1999	-----
EV0001639	Capitol Complex, Building 15, Ele #1, 2019 Wash. St E.	EH 5329	2,500	Dover	Elev/Hyd	100	2	1997	-----
EV0001639	Capitol Complex, Building 17, Ele #1, 2101 Wash. St E.	E-53373	2,100	Dover	Elev/Hyd	100	3	1978	-----
EV0001639	Building 20, Ele #1, 617 Leon Sullivan Way, (Old Liquor Whs)	16537	6,000	Warner	Elev/Trac	75	6	1955	-----
EV0001639	Building 20, Ele #2, 617 Leon Sullivan Way, (Old Liquor Whs)	FM03-114558	4,000	Thyssen	Roped/Hy	150	6	2008	-----
EV0001639	Building 22, Ele #1, Tax & Revenue, Lee & Dickinson St.	BV 7943	2,000	Thyssen	Elev/Trac	250	6	2007	-----
EV0001639	Building 22, Ele #2, Tax & Revenue, Lee & Dickinson St.	BV 7944	2,000	Thyssen	Elev/Trac	250	6	2007	-----
EV0001639	Building 22, Ele #3, Tax & Revenue, Lee & Dickinson St.	BV 7945	2,000	Thyssen	Elev/Trac	200	6	2006	-----

EV#	LocationName	SerialNo.	Capacity	Make	Type	Speed	Land	InstallYr	Mod Yr
EV0001324	Building 36, Ele #1, One Davis Square, 321 Capital St.	E-89689	2,500	Dover	Elev/Hyd	150	5	1986	-----
EV0001324	Building 36, Ele #2, One Davis Square, 321 Capital St.	E-89690	2,500	Dover	Elev/Hyd	150	5	1986	-----
EV0001324	Building 36, Ele #3, One Davis Square, 321 Capital St.	E-89691	2,000	Dover	Elev/Hyd	100	2	1986	-----
EV0001324	Building 36, Ele #4, One Davis Square, 321 Capital St.	C 19319	4,000	Shepard-Wa	Elev/Trac	75	5	1957	-----
EV0002973	Building 37, Ele #1, DEP-Kanawha City, 610 57th St.	ER 2654	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
EV0002973	Building 37, Ele #2, DEP-Kanawha City, 610 57th St.	ER 2655	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
EV0002973	Building 37, Ele #3, DEP-Kanawha City, 610 57th St.	ER 2656	3,000	Thyssen	Elev/Hyd	160	3	2004	-----
EV0002973	Building 37, Ele #4, DEP-Kanawha City, 610 57th St.	ER 2657	5,000	Thyssen	Elev/Hyd	150	3	2004	-----
EV0001642	Bldg 23, Ele #1, 407 Neville St., Beckley	7332M	2,500	Westinghou	Elev/Trac	200	4	1957?	1974
EV0001642	Bldg 23, Ele #2, 407 Neville St., Beckley	EA 3028	3,500	Dover	Elev/Hyd	140	5	1988	-----
EV0001295	Bldg 25, Ele #1, WV St Office, 400 Avery St., Parkersburg	EA 7958	2,500	Dover	Elev/Hyd	100	6	1989	-----
EV0001295	Bldg 25, Ele #2, WV St Office, 400 Avery St., Parkersburg	16455	6,000	Warner	Elev/Trac	100	5	1955	-----
EV0002878	Bldg. 32, Ele #1, WV St Office, 2699 Park Ave, Huntington	EP 2511	5,000	Thyssen	Elev/Hyd	125	2	2002	-----
EV0002878	Bldg. 32, Ele #2, WV St Office, 2699 Park Ave, Huntington	EP 2510	3,000	Thyssen	Elev/Hyd	110	2	2002	-----
EV0003074	Bldg. 34, Ele #1, WV St Offc, 100 Municipal Plaza, Weirton	445758	3,500	Otis	Elev/Hyd	125	2	2005	-----
EV0003074	Bldg. 34, Ele #2, WV St Offc, 100 Municipal Plaza, Weirton	445759	5,000	Otis	Elev/Hyd	125	2	2005	-----
EV0002254	Bldg 86, Ele #1 WV St Offc , 1124 Smith Street, Charleston	8580202	3,000	Schindler	Elev/Hyd		5		
EV0002254	Bldg 86, Ele #2 WV St Offc , 1124 Smith Street, Charleston	8580201	3,000	Schindler	Elev/Hyd		5		
EV0001202	Bldg 74, Ele #1 WV St Ofc, 318 4th Ave. So. Charleston	E51770	2,100	Dover	Elev/Hyd		3		
	Bldg 84, Ele#1 WV St Ofc, 1409 Greenbrier St,Charleston	E57598	2,500	Dover	Elev/Hyd		3		
EV0002066	Bldg 88, Ele#1 WV St Ofc, 7 Players Club Drive,Charleston	413721	2,500	Otis	Elev/Hyd	100	2	1998	

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: 3/5/12

State of WEST VIRGINIA

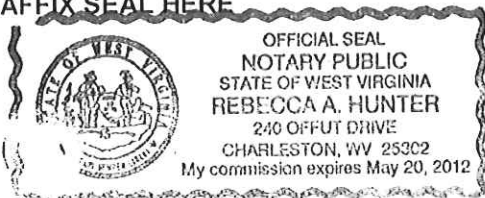
County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 15 day of March, 2012

My Commission expires May 20, 2012, 20 .

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE



GSD126751



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, DANIEL DUAVENY, after being first duly sworn, depose and state as follows:

- 1. I am an employee of OTIS ELEVATOR; and,
(Company Name)
- 2. I do hereby attest that OTIS ELEVATOR
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

OTIS ELEVATOR COMPANY
(Company Name)

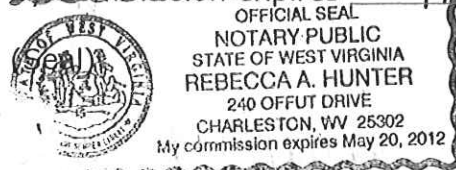
By: DANIEL DUAVENY

Title: ACCOUNT MANAGER - OTIS

Date: 3/15/12

Taken, subscribed and sworn to before me this 15 day of march

By Commission expires May 20, 2012



Rebecca Hunter
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



Aon Risk Services, Inc of New York
199 Water Street
New York, New York, 10038

March 13, 2012

State Capitol Complex
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25302

Re: Aon Risk Services Northeast Inc. Power of Attorney
Project: Elevator Maintenance
State Capitol Complex
2019 Washington Street, East
P.O. BOX 50130
Charleston, WV 25302

To Whom it May Concern:

I would like to confirm that Jessica Iannotta is an employee of Aon Risk Services Northeast Inc., and is one of the assigned brokers in our office who provides the continuous servicing of the Otis Elevator Surety Program.

I would also like to further confirm that the Power of Attorney executed by Otis Elevator Company and provided to our office is a legal binding document signed by Otis not to name individual employees of our office as their legal representatives on their powers.

Our office has had the opportunity and the pleasure of assisting Otis with the continuous servicing of their bond program for numerous years and value our business relationship with honesty and integrity.

We would appreciate your reconsideration in your decision not to accept their bond as a valid executed document.

Please feel free to call with any further concerns regarding this matter.

Very truly yours,

Annette Leuschner
Regional Director of Operations in NY
212-479-3726

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Otis Elevator Company
of 4768 Chimney Drive, Charleston, WV 25302, as Principal, and Liberty Mutual Insurance Company
of 175 Berkeley Street, Boston, MA 02117, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of amount bid (\$ 5% of amount bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance: State Capitol Complex, 2019 Washington Street, East P.O. Box 50130, Charleston, WV 25303-0130

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

13th day of March, 2012.

Principal Corporate Seal

Otis Elevator Company
(Name of Principal)

By Jessica Iannotta

(XXXXXXXXXXXXXXXXXXXX)
(XXXXXXXXXXXXXXXXXXXX)

Jessica Iannotta, Attorney-in-Fact
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)

Sandra Diaz

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

SPECIAL POWER OF ATTORNEY

OTIS ELEVATOR COMPANY, a corporation organized and existing under the laws of the State of New Jersey ("the Company"), on behalf of itself, its subsidiaries and affiliates, hereby makes, constitutes and appoints AON RISK SERVICES, INC. OF CONNECTICUT, a corporation organized and existing under the laws of the State of Connecticut and AON RISK SERVICES, INC. OF NEW YORK, a corporation organized and existing under the laws of the State of New York, as the Company's or its subsidiaries' or affiliates' true and lawful attorneys in fact, with full power to execute, seal and deliver on behalf of the Company, its subsidiaries or affiliates, surety bonds and documents ancillary thereto issued in the course of the Company's, its subsidiaries' or affiliates' business, subject to the provisions of the Insurance Brokerage and Service Agreement effective March 1, 2007 among AON Risk Services of Connecticut, AON Risk Services of New York, and United Technologies Corporation, as amended or supplemented from time to time, and to bind the Company, its subsidiaries or affiliates thereby as if such writings had been duly executed and acknowledged by officers of the Company or its subsidiaries or affiliates.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 23rd day of April 2007.

OTIS ELEVATOR COMPANY

By: JL Bill
Name: Johan Bill
Title: Vice President, General Counsel and Secretary

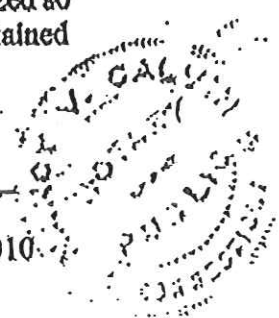


UNITED STATES OF AMERICA)
STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss: TOWN OF FARMINGTON

On this 23rd day of April 2007, before me, a Notary Public in and for said County and State, personally appeared JOHAN O. BILL, who acknowledged himself to be the Vice President, General Counsel and Corporate Secretary of OTIS ELEVATOR COMPANY, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, General Counsel and Corporate Secretary.

Nancy V. Galvin
Nancy V. Galvin, Notary Public
My Commission Expires: June 30, 2010



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, JESSICA IANNOTTA, SONIA ROGERS, DEBRA A. DEMING, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100..... DOLLARS (\$ 300,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 24th day of January, 2012.



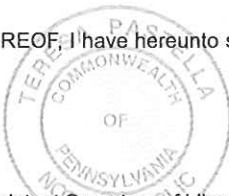
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2012, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of March, 2012



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 795,278,733	Unearned Premiums.....	\$3,502,531,059
*Bonds — U.S Government.....	928,976,332	Reserve for Claims and Claims Expense.....	15,450,806,243
*Other Bonds.....	12,269,586,768	Funds Held Under Reinsurance Treaties.....	1,764,193,716
*Stocks.....	8,410,330,089	Reserve for Dividends to Policyholders.....	4,776,435
Real Estate.....	280,897,925	Additional Statutory Reserve.....	89,441,297
Agents' Balances or Uncollected Premiums.....	2,971,477,549	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	156,129,412	Other Liabilities.....	<u>2,126,508,564</u>
Other Admitted Assets.....	<u>10,888,871,535</u>	Total.....	<u>\$22,938,257,314</u>
		Special Surplus Funds.....	\$1,218,426,655
		Capital Stock.....	10,000,000
		Paid in Surplus.....	7,731,965,815
		Unassigned Surplus.....	4,802,898,559
		Surplus to Policyholders.....	<u>13,763,291,029</u>
Total Admitted Assets.....	<u>\$36,701,548,343</u>	Total Liabilities and Surplus.....	<u>\$36,701,548,343</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

T. Mikolajewski

Assistant Secretary

MARSH**Insurance Certificate-- Supplemental Information**

Due to the number of insurance policies that have application to the employer's workers compensation obligations across multiple states, and space limitations on the face of the Acord certificate of insurance form, the complete policy number(s) and description of states to which such policies apply can not be accommodated. The table below is intended to supplement / expand upon the detail of the named employer's workers compensation coverage.

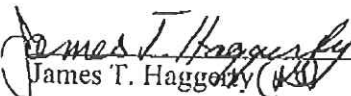
Workers Compensation Insurance

Issuing Company	Policy Period	Policy Number	States Applicable
New Hampshire Insurance Company	4/1/2011 to 4/1/2012	WC 061967374	NJ
Illinois National Ins. Co.	4/1/2011 to 4/1/2012	WC 061967371	TX
New Hampshire Insurance Company	4/1/2011 to 4/1/2012	WC 061967375	MN
Chartis Casualty Company	4/1/2011 to 4/1/2012	WC 061967368	AR, DC, GA, HI, IL, IN, KS, KY, LA, MD, MO, MS, NC, NM, OK, PA, SC, SD, TN, VA
Insurance Company of the State of PA	4/1/2011 to 4/1/2012	WC 061967369	CA
New Hampshire Insurance Company	4/1/2011 to 4/1/2012	WC 061967367	MA
New Hampshire Insurance Company	4/1/2011 to 4/1/2012	WC 061967372	NV, NY, UT, WI (ND, OH, WA, WY-employer liab only)
New Hampshire Insurance Company	4/1/2011 to 4/1/2012	WC 061967373	AK, AL, AZ, CO, DE, IA, ID, ME, MI, MT, NE, NH, OR, RI, VT, WV
Illinois National Insurance Co	4/1/2011 to 4/1/2012	WC 061967370	FL
National Union Fire Insurance Co.	4/1/2011 to 4/1/2012	XWC 1192382 Employer is a qualified self insurer	CT - excess of self insured retention of \$2,500,000

Producer:

Marsh USA Inc
One State Street
Hartford, CT 06103-3187

By:


James T. Haggerty (USA)