

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7550042
Solicitation Title: ELEVATOR MAINTENANCE & REPAIR SERVICES - CANNON BLDG, - DOA (33 PGS)

**Bid Proposal Submission
Deadline Date & Time:** 12/4/2015 11:00 AM

RIVIP Vendor ID #: 8802
Bidder Name: ThyssenKrupp Elevator
Address: 44 Albion Rd
Suite 103
Lincoln , RI 02865
USA

Telephone: 401-258-8381
Fax: 866-223-1880
Contact Name: Sarah Martin
Contact Title: Account Manager
Contact Email: sarah.martin@thyssenkrupp.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
- 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

THYSSENKRUPP ELEVATOR CORPORATION
UNANIMOUS CONSENT OF DIRECTORS
(Election of Officers)

The undersigned, being all of the directors of ThyssenKrupp Elevator Corporation (the "Company"), do hereby waive all required notice and consent to the following:

WHEREAS, the undersigned acknowledge the retirement of William Barry Pletch and his resignation as President of the Company, effective December 31, 2010.

WHEREAS, the undersigned deem it in the Company's best interest to elect officers.

NOW, THEREFORE, IT IS:

RESOLVED, that the following persons are elected to the offices of the Company set opposite their respective names:

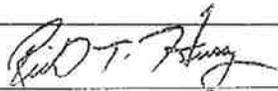
<u>Name</u>	<u>Office</u>
Richard T. Hussey	President
James Harrison	Executive Vice President and CFO
Stuart Prior	Executive Vice President
David Turnage	Vice President – Tax
Eric Scrudders	Executive Vice President and General Counsel
Lawrence C. Paulson	Secretary
Alan S. Weisser	Assistant Secretary
Joseph Braman	Assistant Secretary
Charles Califf	Assistant Secretary
Scott J. Silitsky	Vice President–Contracts and Assistant Secretary

RESOLVED, that such persons shall constitute all of the Company's officers, to serve in that capacity until their respective successors are duly elected and shall qualify, or until their resignation or removal.

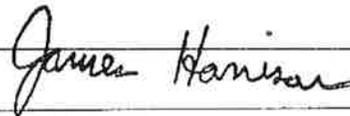
RESOLVED, that this consent may be executed in separate written counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the undersigned, being all the directors of ThyssenKrupp Elevator Corporation, have executed this consent effective as of the 1st day of January, 2011.

DIRECTORS:



Richard T. Hussey



James Harrison



Eric Scrudders





Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

CREATION DATE : 10-NOV-15
 BID NUMBER: 7550042
 TITLE: Elevator Maintenance & Repair Services, Cannon Bldg., DOA
 BLANKET START : 01-JAN-16
 BLANKET END : 31-DEC-18
 BID CLOSING DATE AND TIME: 04-DEC-2015 11:00:00

BUYER: Ohara 2nd, John F
 PHONE #: 401-574-8125

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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DOA CENTRAL SERVICES
 ONE CAPITOL HILL, 2ND FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
 US

Requisition Number: 1418885

Line	Description	Quantity	Unit	Unit Price	Total
1	Blanket Requirement: January 1, 2016 - December 31, 2018. Location: Cannon Building 3 Capitol Hill Providence, RI 02908 1/1/16 - 6/30/16 CANNON ELEVATOR MONTHLY SERVICE	6.00	Month	700	4200.00
2	7/1/16 - 6/30/17 CANNON ELEVATOR MONTHLY SERVICE	12.00	Month	721	8652.00
3	7/1/17 - 6/30/18 CANNON ELEVATOR MONTHLY SERVICE	12.00	Month	743	8916.00
4	7/1/18 - 12/31/18 CANNON ELEVATOR MONTHLY SERVICE	6.00	Month	765	4590.00
5	1/1/16 - 6/30/16 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	290	290/hr
6	7/1/16 - 6/30/17 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	295	295/hr
7	7/1/17 - 6/30/18 RATE PER HR ON SITE WORK NOT COVERED	60.00	Hour	300	300/hr
8	7/1/18 - 12/31/18 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	305	305/hr
9	1/1/16 - 6/30/16 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	435	435/hr
10	7/1/16 - 6/30/17 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	445	445/hr
11	7/1/17 - 6/30/18 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	455	455/hr

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
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DOA CENTRAL SERVICES
ONE CAPITOL HILL, 2ND FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

Requisition Number: 1418885

Line	Description	Quantity	Unit	Unit Price	Total
12	7/1/18 - 12/31/18 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	465	465/hr
13	1/1/16 - 6/30/16 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	230	230/hr
14	7/1/16 - 6/30/17 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	235	235/hr
15	7/1/17 - 6/30/18 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	240	240/hr
16	7/1/18 - 12/31/18 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	245	245/hr
17	1/1/16 - 6/30/16 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	345	345/hr
18	7/1/16 - 6/30/17 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	355	355/hr
19	7/1/17 - 6/30/18 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	365	365/hr
20	7/1/18 - 12/31/18 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	375	375/hr
21	1/1/16 - 12/31/18 COST FOR ANNUAL TEST, IF NEEDED	3.00	Each	∅	∅
22	1/1/16 - 12/31/18 COST FOR THREE (3) YEAR FULL LOAD (NO SEPARATE CHARGE FOR ANNUAL TEST ANY YEAR THAT THE 3 YEAR TEST IS COMPLETED) 1/1/16 - 12/31/18 PARTS AT MANUFACTURERS LIST PRICE LESS <u>10</u> %	1.00	Each	∅	∅

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

Specifications for Elevator Maintenance

I. General Requirements

- A. The Contractor shall be responsible for insuring that all work performed as scheduled maintenance or under separate order, not included in the maintenance service monthly cost as a result of inspection recommendations, is completed in compliance with chapter 23-33 of the General Laws of the State of Rhode Island as Amended, and The National Elevator Code Section 8.6 ASME A17.1 must be complied within its entirety. He shall also pay for all permit fees required.
- B. If, at any time during the contract period, the Rhode Island Department of Labor, Division of Occupational Safety determines that the completed work has not been done in compliance with previously cited portions of Rhode Island Law, the Contractor shall correct the work to insure compliance, at no additional cost to the Department of Administration/Division of Central Services.
- C. Emergency Service
 1. The Contractor shall provide emergency call back service at any hour, at no additional cost over and above the monthly cost. This is a full service maintenance contract to include all emergencies and intervening services call in the monthly cost. This service shall consist of a prompt response to a request for services and such adjustments and/or repairs as may be required to restore the elevator to safe and satisfactory operation. Response times shall be: 1 hour during regular business hours; 2 hours during non-business hours; 20 minutes for entrapments; and 30 minutes to aid those with disabilities.
 2. Call back service shall be initiated by the Division of Central Services Office of Property Management during regular business hours or the Capitol Police during non-business hours. Service request from other sources must be verified before responding. The Contractor will respond immediately, regardless of the origin of the call, if someone is trapped in an elevator.
 3. The Contractor may invoice on a time and material basis, for authorized call backs in which the service requirement results from vandalism, negligence, abuse or misuse of the elevator by persons other than the Contractor, his agents or employees, or damages resulting from a cause other than normal wear and tear.

4. Invoices for billable call back service as required and described in paragraph 3 must include the date and time of the call and the name of the authorized caller. Also included shall be a copy of the technician's time sheet or service report clearly showing the time of arrival and departure, the nature of the service problem and its resolution, materials used, and a statement of the operation status of the elevator. It shall be the Contractor's responsibility to insure that his employees and agents maintain sufficient records to provide the Authority with all documentation required by this paragraph.
- D. Contractor personnel working in state building sign in and out at the Building Manager's office.

II Scope of Service

- A. During regularly schedule maintenance the following services will be performed as required and/or as may be dictated by monthly inspections and the national Elevator Code Section 8.6 ASME A17-1 must be complied with in its entirety.
1. Clean the elevator machine, including motor and brake; control equipment including controller, selector, hoist way and car operating devices; safety equipment including car safeties, over speed governor, safety linkages, releasing devices, interlock and automatic door protective devices; door operator equipment including linkage, drive motor, speed reduction units and electro-mechanical or motor operated cam devices. In addition, contractor will brush down and vacuum the hoist way, divider beams, door hangers, car top and bottom, and doorsills (beyond opening). Elevator pits shall be kept clean and dry. Water or other liquids shall be pumped out.
 2. Lubricate bearings, gear reduction unit, selector, governor, tension frame, sheaves, hoist ropes, cam equipment, door operator, hangers, interlocks, safety and door operator linkages, roller guides and guide rails.
 3. Adjust associated equipment and devices including the following, providing the adjustment can be performed by the examiner as part of examiner's normal routine:
Operating switches and relays on the following: controller, selector, brake, governor, leveling device, car safety systems, door operator system including door protective device, car and hall button operating stations, and the hoist way and pit.
Mechanical and electro-mechanical devices (not requiring disassembly for adjustments) including brake, machine, safety

shoe and door operator linkages, hangers, interlocks, pit equipment, cams and rollers, roller guides and guide shoes.

4. Provide Parts and Supplies as Follows:

Lubricating oils and greases; cleaning materials; operating switch and relay components (including metal and carbon contacts, insulators, springs, connectors, holders, arc deflectors and barriers, and distance pieces); motor brushes; special lamps for cars and hall signal fixtures; and fuses (Except main line disconnect).

B **Parts, Inventory and Wiring Diagrams:** Contractor will, during the term of this contract, maintain for the performance of routine preventive maintenance, either in each elevator machine room or as part of their inventory, a supply of frequently used replacement parts and lubricants selected by Contractor to meet the specific requirements of the units. Any parts replaced under this contract will be with new parts, manufactured or selected by Contractor or with parts refurbished to Contractor's standards. All replacement parts will be furnished by Contractor in exchange for the parts replaced. Contractor further agrees to maintain a supply of replacement parts in their local parts warehouse, available for express delivery in case of emergencies. Contractor, during the term of the contract must, obtain and maintain all original wiring diagrams for the units

C **Safety Tests**

1. Rhode Island General Law requires that car safety and speed governor devices be tested annually in the presence of a State Elevator Inspector or other authorized inspectors. The elevator Contractor shall schedule all tests to be completed no later than the last working day in May of each year.
2. Three-year full load safety test shall be performed on all hydraulic elevators and a five-year full load safety test shall be performed on all cable elevators in accordance with Rhode Island General Law.
- 2A. Hydraulic elevators must be maintained according to new regulations pertaining to underground cylinders
3. The State Building and Grounds Coordinator shall be notified, by letter, when the testing date is established.
4. The Contractor shall furnish all necessary labor, tools, and weights required for the test. All necessary retests, as may be required by the State Elevator Inspector, will be made at no cost to the Division of Central Services.

III Reports

- A Service Personnel shall leave a written copy of a report of the condition of the elevators, which he has inspected, with the Building Manager when he signs out at the end of each monthly inspection.
- B The State Buildings & Grounds Coordinator shall be immediately notified by service personnel of any elevator found in to be in unsafe operating condition. This notification shall be confirmed in a special report. The Contractor shall, within seven (7) calendar days, submit a report to the State Buildings and Grounds coordinator advising him of the problem, cost to repair, shutdown time, and if parts are required, the elapsed time required to obtain the parts

IV Vendor Requirements

- A Bidders must visit the agency to review the work required and the equipment to be serviced.
- B Vendors must ask questions and satisfy themselves that they fully understand this requirement. After the bids are opened, there will be no opportunity to change your bid price or negotiate the terms because of a misunderstanding of this requirement.
- C Any objection to the specifications must be filed in writing with the Purchasing Agent at least 96 hours before the bid opening. This equipment is and has been, under a maintenance service type contract.
- D Three successive one year contracts annually renewable at the discretion of the State. Termination may be affected by the State based upon determining factors such as unsatisfactory performance of the determination by the State to discontinue the service, or to revise the scope and need of the type of service; also, management-owner determinations that may preclude the need for service and subject to availability of funds. Termination will be effective thirty (30) days after notification by the State to discontinue service

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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**MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES**

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

HOURLY RATE SPECIFICS

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES

EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

HOURS - BIDDING PURPOSES

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
ThyssenKrupp Elevator

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
44 Albion Road Suite 103

City, state, and ZIP code
Lincoln, RI 02865

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

6	2	-	1	2	1	1	2	6	7
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sarah Martin* Date ▶ *7/27/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.