Texas Center for Infectious Disease
ELEVATOR MAINTENANCE
SCOPE OF WORK

1.0 GENERAL SERVICE REQUIREMENTS

1.1 Contractor shall maintain Elevator and associated equipment to the original manufacturer's performance specifications (See Attachment A)

1.2 Contractor shall maintain all licenses required by the State of Texas to perform the repairs, maintenance, inspections, and modifications to the elevator equipment

1.3 The facility reserves the right to hire other or establish additional contracts, for major modifications to elevators as deemed necessary by the State. The Contractor will be informed in writing of the State's intention to establish additional contracts that may interfere with scheduled preventative maintenance. The Contractor shall avoid all interference with the work under other contracts. If necessary, the Contractor shall make adjustments or changes in scheduled operations to permit other elevator contractors to accomplish their work. The Contractor will be held harmless under the terms of this Contract for the actions of other contractors and will be given the chance to inspect and approve the major modifications before resuming the preventative maintenance activities under this Contract.

1.4 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, and training required for responsive service. At no additional cost to the State, the Contractor shall either own or have access to all necessary diagnostic equipment, software, and hardware to ensure timely repairs and maintenance of all listed equipment.

1.5 Contractor shall be responsible for assuring that service conducted on or around State property is performed in a safe and courteous manner with proper signs posted. Work area shall be returned to its original state (i.e., the state of the

area at the time of the contractor's arrival for service) and that the elevator is operational once maintenance/service is completed.

1.6 Completion of major repairs will be within twenty-four hours. Should the contractor be unable to complete major repairs within twenty-four hours, the contractor will submit a letter stating the reason(s) why work cannot be completed. Inability to complete repairs within twenty-four hours may be grounds for cancellation of contract.

1.7 For the purpose of this contract, the State facilities normal working hours shall be defined as the hours from 8:00 AM to 5:00 PM., Monday through Friday, with the exception of State observed holidays. After hours emergency service will be required when, in the opinion of the facility, the elevator must be returned to service immediately rather than the next normal working day. Any service call performed after normal working hours in a facility building will be billed at a labor rate per quote price sheet. The awarded contractor must have an office and Technicon's with a 60-mile radius of the Texas Center for Infectious Disease Hospital.

1.8 In order to ensure minimum downtime and elevator malfunction, when requested, the contractor will provide emergency service to the facility to restore the elevators to operational status. Contractor will provide for the State with seven day per week (Monday-Sunday), 24-hour emergency service.

1.9 In case of an entrapment, the contractor shall be on the job site with manpower and materials within 30 minutes of notification. "Entrapment" is defined as any time a person is stranded in an elevator. If a call for entrapment service is not answered within thirty (30) minutes, the State may choose to engage other parties to answer the call. The contractor shall absorb any differences in cost if the State engages another part to respond to a call.

1.10 The contractor shall respond according to the following schedule to service calls from the State Facility Maintenance Manager or authorized designee and shall perform all steps

necessary to protect persons and property from risk of harm due to a problem with an elevator. If a call is not answered in the allotted times listed below, the State Facility may choose to engage other parties to answer the call. The contractor shall absorb any differences in cost if the State engages another party to respond to a call.

Contractor Maximum Reponses Times	
Non-Emergency Service Calls	Within 2 hours
Emergency Service Calls	Within 1 hour
Entrapment Service Calls	Within 30 minutes

1.11 Callback: For the purpose of evaluating performance under this contract, a "callback" is defined as any malfunction of any elevator which is caused by failure or malfunction of a part which is covered by this contract. The contractor shall maintain a complete, orderly written record of all callbacks and repairs. These records shall indicate the time, day, problem reported, and corrective measures taken to eliminate all difficulties.

1.12 Shut Downs:

1.12.1 Any work that requires a unit to be made inoperable anytime from 6:00 AM through 6:00 PM shall be required to be scheduled with and approved by the Facility management.

1.12..2 Any shut downs requiring equipment to be shut down for thirty minutes or more between the hours of 6:00 PM and 6:00 AM must be scheduled with and approved by Facility Management. Contractor must include estimated length of shut down in scheduling the request.

1.12.3 Contractor shall notify the facility if work requiring an approved, scheduled shut down cannot be completed within the approved time frame.

1.13 Hazardous Waste: Contractor shall comply with all Federal, State and Local Environmental Laws and Regulations and Endeavor to reduce generation of waste materials, minimize risks to the environment, the Facility, the general public, and their employees in the performance of its services to the State. The contractor shall properly dispose of all waste materials generated in the normal servicing of the units. Contractor is responsible for the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in the maintenance and repair. For the protection of

the State, a documented audit trail must exist for the disposal of hazardous waste material. Safety Data Sheets (SDS) shall be made available at the State's request for all solvents, cleaners and lubricants used in performing the specific work.

1.14 The contractor shall be completely familiar with and shall comply with all City, State, and Federal OSHA regulations and requirements as applicable for the services performed under this scope of work.

1.15 The contractor shall not require Contractor's employees to work in surroundings that are unsanitary, hazardous, or dangerous to their health, safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA)

1.15.1 Contractor's personnel shall wear applicable personal protective equipment, including but not limited to, safety steel-toed boots at all times

1.15.2 Contractors personnel operating elevator equipment, tools, chemicals, or other materials shall be fully trained in the safe operation and handling of that equipment and material

1.16 The contractor shall maintain all elevators as in accordance with all federal, state and local codes. These include, but are not limited to:

1.16.1 American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection

1.16.2 ADA

1.16.3 American Society of Mechanical Engineers (ASME) A17.1 – Safety Code for Elevators and Escalators

1.16.4 ASME A17.3 – Safety Code for Existing Elevators and Escalators

1.16.5 National Fire Protection Association (NFPA) Supplement 4 – Life Safety Code Handbook

1.16.6 Underwriters Laboratories (UL) Standard 104 – Elevator Door Locking Devices and Contacts

1.16.7 UL Standard 1084 – Outline of Investigation for Hoistway Cables

1.17 In the event of conflict between this Scope of Work, the Manufacture's Literature or any applicable codes, the more

stringent terms or revisions shall apply unless otherwise notified in writing by the State.

1.18 Repair parts and components must conform, or exceed, Manufacture's OEM specifications

1.19 Contractor shall provide a routine preventive maintenance schedule to the Plant Maintenance Department Representative or his designee for all elevators maintained under this contract

1.20 The service mechanics shall upon arrival and departure from the premises must sign in at the Central Plant Maintenance Building 523, report to the Department Representative or department designee. Upon completion of all routine maintenance under this contract, the service mechanic must certify that the work was completed and report the findings to the Contract Manager, or Department Designee. Payment may be withheld on any unit if schedule maintenance is not preformed, incorrectly logged, illegible, or certification is not submitted as specified.

1.21 Contractor shall replace all worn, failed, or broken parts. All replacement parts shall be identical, of equal quality and design, or superior to the parts replaced. Replacement parts must be new.

1.22 Contractor shall be responsible for all replacement parts, including OEM and proprietary parts, as required by this contract. If during the term of the contract, certain elevator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the Contract Manager. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to the original parts and free from defects

1.23 The Contractor shall dispose of all worn or defective parts, oils, and solvents in accordance with all applicable laws, rules, and regulations. Vendor shall handle, transport, and dispose of worn or defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the State. The Contractor shall not store worn or defective parts on State Property. The Contractor shall remove all materials from State Property as soon as each job is completed.

1.24 State required Maintenance Control Plan book must be maintained and up to date in the building for all elevators

1.25 Contractor shall repair or replace equipment when an elevator fails, malfunctions, or has to be reset constantly. The Contractor will absorb the cost of repair maintenance for emergency adjustments and callback service that is required on elevators between routine maintenance periods

1.26 Contractor shall work continuously until the malfunctions are corrected, including providing on-site technician until malfunction is resolved, at no additional cost to the State, regardless of the time or date service is provided such as late night hours, weekends or holidays.

1.27 Only where the Contractor can demonstrate to the Contract Manager's reasonable satisfaction that an inoperable elevator is a result of an accident or vandalism caused by others and not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence, then, the repairs may be billed at the Hourly Labor rate.

1.28 Contractor shall notify the Contract Manager of all equipment failures or malfunctions within (1) one hour of occurrence, and shall notify Facility of corrective actions underway, and the anticipated down time. Contractor shall document the, malfunction and the corrective actions to be taken. Contractor shall again notify the Contract Manager when the repairs are completed and the elevator is returned to operational status. In no instance shall any safety device, either automatic or manual, be bypassed.

1.29 Only repairs due to misuse, vandalism, or request by the State in writing for equipment modernization will be eligible for billing outside the monthly preventive maintenance service.

1.30 Failure of the Contractor to perform all of the service obligations required under this Contract may be considered a material breach of this Contract by the State. In addition to any other remedies it may have, the State may withhold any monies due the Contractor or claimed to be due by him until the terms of the Contract have been fulfilled and the work of the Contractor accepted by the State.

2.0 PREVENTIVE MAINTENANCE (PM) AND SAFETY REQUIREMENTS

2.1 PM inspections shall include, but are not limited to, the following task:

2.1.1 All required Federal, State, and City inspections and test

2.1.2 Routine scheduled service

2.1.3 Replacement or repair of parts that are worn, damaged, destroyed due to normal wear and tear, or from lack of preventive maintenance

2.1.4 Cleaning, repair, and adjustment of elevator components as necessary to maintain maximum operational efficiency

2.2 The Contractor shall develop and maintain preventive maintenance documentation on all elevators and equipment in accordance with this scope of work and detail regular maintenance task and service intervals. The State's Contract Manager shall have the final approval of the contractor's schedules. Samples of the standard PM documents and checklists shall be submitted to, and approved by, the Contract Manager within thirty days of award of this Contract.

2.3 At a minimum, PM documents shall contain the following information:

2.3.1 Name of State Facility and Building

2.3.2 Type or Brand of Elevator

2.3.3 State's elevator reference number

2.3.4 Manufacture's equipment serial number

2.3.5 Maintenance item detail

2.3.6 Frequency of maintenance for each item

2.3.7 Date maintenance preformed

2.3.8 Signature of elevator mechanic

2.4 The Contractor shall inspect each elevator and its component parts. Contractor will adjust, lubricate, clean, repair such parts and mechanisms as necessary to render preventive care and keep the Elevator Equipment in proper and safe operating condition.

2.5 PM program shall include all elevators and related components, equipment, and trim, including, but not limited to the following:

2.5.1 Mechanical, electrical, and electronic components

2.5.2 Appurtenances and systems in related manuals, drawings documents, and bulletins

2.5.3 All electrical and electronic and mechanical systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards

2.6 The Contractor shall maintain the efficiency, safety, and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, floor-to-floor time including door opening and closing time where power door operation exist. These items shall be maintained per the manufacturer's specifications and within the limits of all applicable building, fire, safety, and inspection codes.

2.7 The Contractor shall keep the guide rails clean and properly lubricated. When roller type guide shoes are involved, rail lubricant shall not be used. The Contractor shall check rail bracket and fishplate bolts, to ensure they are tightened properly.

2.8 The Contractor shall brush lint, dirt, and other foreign debris from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment and the floor of the Machine Room which located at the site of each elevator.

2.9 The Contractor shall be responsible for the proper maintenance of all safety equipment associated with the elevators. The Contractor's responsibility for safety includes general safety and the Contractor shall notify the State's department representative, in writing, of any unsafe condition, accident, or injury within (2) hours of the observation or incident.

2.10 The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the levels of performance and service described under this Scope of Work. The Contractor shall provide an inventory list of replacement parts available upon request of the Contract Manager. The listing shall include part number, stock quantities, and shall indicate if parts are available locally, or are stored at another location and anticipated shipping lead time.

2.11 At a minimum, the Contractor must have access to replacements parts required to service and maintain elevators. These parts must be available for installation within 24 hours. Component parts which must be maintained by the Contractor.

2.12 The Contract Manager, or department designee, will provide the Contractor with available elevator operations and maintenance manuals, including the most current drawings and wiring diagrams, in the State's possession. Contractor shall be responsible for obtaining all other information and data necessary to perform required repairs and maintenance within 30 days after the beginning date of this contract.

2.13 All elevator documents, including manufacture's data, wiring controls diagrams, manuals, and manual information regardless of condition, location, or status, existing or in preparation, are property of the State.

2.14 Contractor shall provide Department Contract Manager a SDS (Safety Data Sheet) for every chemical used in the performance of the work or stored on State property.

2.15 Service Log Books be maintained in the facilities machine room, or other designated area, and shall list the following information

2.15.1 Name of State Facility
2.15.2 Elevator Type
2.15.3 Serial number and State Bar Code number
2.15.4 Signature and date of the attending service mechanic
2.15.5 Start time and Duration of visit
2.15.6 Preventive maintenance performed (mechanic may reference PM Checklist)
2.15.7 Information about malfunctions encountered and corrective actions taken
2.15.8 Parts replaced and items which may require special attention on future visits
2.15.9 Additional comments regarding the overall condition of the Equipment and machine room

2.16 The Service Log Book shall be permanently maintained in the Machine Room and shall become the property of the State.

3.0 ELEVATOR MAINTENANCE

3.1 The Contractor shall be required to maintain, test, and repair all Elevator Equipment so it is operational, safe, and

free of defects. The intent of Preventive Maintenance (PM) services, as defined by this contract, requires that ALL components and systems, of every elevator shall be visually inspected and cleaned at each scheduled service interval. Contractors may use a pre-defined Preventive Maintenance Program, if agreed upon by the State's Contract Manager.

3.2 The Contractor shall equalize the tension on all hoisting ropes in order to maintain an adequate factor of safety as per ANSI A17.1 (or most current ANSI protocol). Contractor shall also replace conductor cables, hoist-way, and Machine Room wiring as necessary.

3.3 The Contractor shall maintain the signal system, devices, and components parts. Included as signal equipment are the elevator signal buttons, direction and indicator lights, position indicator, Hall lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.

3.4 The Contractor shall maintain storage cabinets in the Machine Room for the orderly storage of replacement parts and storage of original wiring diagrams with latest changes for each elevator. The State shall furnish wiring diagrams, if available, to the Contractor, which will become part of the Elevator Equipment. All drawings, diagrams, and amendments thereto shall remain the property of the State.

3.5 Contractor shall ensure that the frequency of cleaning, lubrication, and adjustments for all the system components of each elevator shall meet the manufacture's recommended frequency, or at least once per year.

4.0 REPORTING

4.1 The Contractor shall have an electronic record keeping system by which individual records are kept for each elevator showing specific maintenance procedure completed. The system will also log all service calls placed by the State and track the time and date of each occurrence, the response time, and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem.

4.2 Contractor shall archive, throughout the life of the contract, in its possession all maintenance records. At any time at the State's request,
Contractor shall provide the State with on-line electronic media or hard copy of any or all of the records at the Contractors expense. Contractor may retain a copy for is records.

4.3 The Contractor shall provide quarterly reports that shall include a summary of Service Log Book information, status of elevator, and equipment, and parts utilization by elevator. The report shall include the results of inspections and test conducted, general status of the elevator and equipment, list of elevator breakdowns, repair times, schedule of upcoming inspections and tests, and schedule of major elevator shutdowns required for maintenance. Both a hard copy and electronic copy of all reports shall be provided to the Contract Manager or designee.

4.4 The Contractor shall submit Quarterly Maintenance Reports to the Contract Manager within (1) week following the end of the quarter and an Annual Summary Report within 30 days of the end of each annual inspection. The Contractor's signature on all reports certifies that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

4.5 Within one (1) week following the end of the quarter, the Contractor shall schedule a meeting with the State's Contract Manager to provide a quarterly review of a dashboard report (format provided by the Contractor and approved by the State), summarizing meaningful operational data such as:

4.5.1 Quarterly Trend Chart(s) tracking data to demonstrate service contract performance. Examples: number of service call outs, failures, up time %.

4.5.2 Quarterly Trend Chart(s) tracking data to demonstrate service contract cost. Examples: base contract, extra charges, unit cost.

4.5.3 Proactive 3-5 year top concerns or issues look-ahead with recommended solution option(s). Example: end of equipment life, environmental or legal concerns.

4.5.4 Continuous improvement ideas to provide better value in our service contract approach. Example: new technology methods, reduce increase base contract coverage – include cost analysis.

4.6 The Contractor shall develop a routine written schedule for maintenance and cleaning of hydraulic, electrical, elevators to conform to the schedule recommended by the applicable elevator manufacturers. The State will have the final approval of the Contractor's schedule and inspection forms. The Contractor shall submit the format of the form to the State within 30 days of contract award.

5.0 INSPECTIONS

5.1 Inspections included required State inspections; weighted, un-weighted, annual, or periodic inspections; those inspections requiring coordination with third parties, and any other inspections required to operate elevators in a safe and lawful manner.

5.2 The Contractor shall, at no additional expense to the State, identify, schedule, and insure completion of all inspections, test, and operating permits required for compliance. The Contractor shall obtain the necessary information required to determine when inspections, tests, and operating permits are required and shall conduct the five-year full load tests as needed.

5.3 The Contractor shall develop a plan within 30 days of the start date of this contracting outlining procedures, requirements, deadlines, and approximate dates for all inspections and tests, for approval by the Contract Manager.

5.4 The Contractor shall keep a log of all inspections and tests. A report of the test or inspection results shall be included in the monthly maintenance report to the Contract Manager. The Contractor shall also include any corrective measures taken in this report of scheduled inspections and test.

5.5 The Contract Manager shall have the right of inspection during or after any of this works and shall notify the Contractor within seven (7) calendar days of receipt of the Contractor's certified statement of any noted discrepancies.

The Contractor shall correct any discrepancies within ten (10) working days.

5.6 Annual Safety Tests shall be preform in the first quarter of each year, or at a time acceptable by the Contract Manager, on all hydraulic elevators under Contract as per ANSI A17.1, or latest edition, and furnish a copy of the report to the Contract Manager. If an oil leak develops in the buried piping or jack cylinder, the Contractor shall make all necessary efforts to test and determine the location of the leak and advise the Contract Manager in writing.

5.7 The Contractor shall implement and maintain a written Quality Control Plan to ensure proper preventive maintenance and inspections scheduled for all equipment covered under this Contract. The intent of the Quality Control Plan is to insure that the maintenance of all State elevators adhere to the scope of work and all subsequent clarifications, described by this Contract. The Vendor shall submit to the State a State approved Quality Control Plan within 30 days of the contract start date.

5.8 Inspection files must include documentation of all work performed including any deficiencies conducted by the Vendor and the corrective action taken. All inspection files, maintenance documentation, and other quality assurance files must be made available to State employees, within 48 hours of the time they are requested by the State Contract Manager.

5.9 A periodic audit of the Contractor's activities during the term of this Contract may be requested by the State at no additional charge and may include review of preventive maintenance performed, inspection documents, files, parts replaced, charges, labor hours, and repairs completed.

5.10 Prior to the first scheduled Preventive Maintenance at each site, Contractor shall obtain and review the most recent inspection records for that facilities equipment from the State of Texas inspection records online reporting system. During performance of its initial Preventive Maintenance, Contractor shall have the opportunity to perform an in-depth inspection of the equipment, and if necessary, issue a deficiency proposal of items noted during the initial

assessment and in the inspection reports Obtained from the State. If a State Department disagrees with Contractors deficiency proposal for any reason, that State Department may hire an independent inspector at its own expense, or Contractor shall retain an independent third-party inspector, at the request of the State Department and solely at the Contractor's expense, to conduct a physical inspection of the equipment as well as Contractor's deficiency proposal and render an independent opinion. If the third-party inspector disagrees with any part of Contractor's deficiency proposal, then Contractor shall accept the third party inspector's assessment and cost proposal.

6.0 SINGLE POINT OF CONTACT (SPOC)

6.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and has experience with the elevator maintenance, repair, and modernization requirements as listed in this specification. The SPOC shall serve as the main point of contact for all services.

6.2 The SPOC or designee shall be available and on-call 24 hours daily including weekends and Holidays. Contractor shall provide the office number, email address, pager, and cell phone number for direct contact with the SPOC or designee to the Department Contract Manager or designee.

6.3 The SPOC shall have full responsibility for the obligations to be performed under this contract. If a designee is utilized, designee shall be equally as qualified as the SPOC.

6.4 The SPOC shall not be a working technician or mechanic.

7.0 CONTRACTOR REQUIREMENT

7.1 Contractor shall be a registered Vendor with the Texas Department of Licensing and Regulation (TDLR) in accordance with the Texas Health & Safety Code, chapter 754, Subchapter B, Section 754.0171. Contractor shall provide documentation of all suspensions, violations, or investigations by TDLR within the last five years.

7.2 Contractor shall be a commercial elevator business engaged in providing elevator maintenance and repair services for a minimum of ten continuous years.

7.3 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees such as state franchise fees.

7.4 Contractor shall have a minimum of five (5) years of continuous experience in providing elevator maintenance, repair and modernization.

7.5 Contractor shall provide five (5) commercial references for similar work and types of system as outlined in these specifications.

7.6 Contractor shall provide the use of the servicing diagnostic tool required for use in maintaining and troubleshooting elevator controllers.

8.0 PERSONNEL REQUIREMENTS

8.1 The State shall have the right to require that the Contractor shall remove any employee from this contract whose conduct is considered the State as improper, inappropriate, dangerous, or offensive. When an employee has been removed from this contract, they shall not be assigned to provide onsite services for the remainder of the contract term without the written consent of the Contract Manager.

8.2 Personnel assigned to any contract awarded as a result of this solicitation shall have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of elevators. The Contractors Personnel shall meet all applicable certification requirements of all regulatory agencies having jurisdiction and be a permanent employee of the Contractor.

8.3 Upon request by the Contract Manager, the Contractor shall furnish certification papers and documentation of the assigned personnel's qualifications. The Contractor may replace personnel assigned under this contract only with equally classified and qualified personnel.

8.4 Employees of the Contractor shall wear a standard company uniform, safety shoes, and have company issued photo identification clearly displayed. Uniforms, at minimum, shall be clean, consistent in appearance, and have the Contractor's name or logo clearly displayed. Will sign-in when arriving on campus and sign-out at the maintenance office.

9.0 OUT-OF-SERVICE CONDITIONS AND PERFORMANCE REVIEW

9.1 Elevators that are inoperable, out of regulatory compliance, pose a potential threat to users, or are malfunctioning, are considered "Out-Of-Service". Out-Of-Service equipment can cause substantial tangible and intangible harm to State operations, employees, citizens and patrons. The State Contract Manager shall review all Out-Of-Service conditions which persist longer than a twenty-four hour period. The twenty-four hour period shall began when the Contactor notifies the Contract Manager that a unit is out-of-service or when the Contractor receives notification from the Contract Manager or department designee of a unit out of service.

9.2 Contractor shall not be responsible if the equipment is out of service as a result of an accident caused by others, misuse, vandalism, and is not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these terms and conditions or negligence. Scheduled PM work that is not completed and results in an inoperable elevator for longer than a twenty-four hour period will be reviewed by the State's Contract Manager.

9.3 Upon the State's Contract Manager's Review of an Out-Of-Service condition, the Contractor shall be held responsible for the out of service condition persisting longer than a twenty-four hour period that resulted from the Contractor's scheduled PM work that was not complete, scheduled PM work which was not preformed timely, Scheduled PM work which was not performed according to standard and specifications in this Contract, or negligence on behalf of the contractor. The State reserves the right to exercise any and all options under this contract in seeking remedies for any and all losses associated with the out of service equipment.

9.4 The Contractor may not swap parts from one unit to another to avoid an Out-Of-Service condition.

9.5 More than twelve (12) occurrences of out of service conditions that exist for any single elevator in any rolling 12-month period for which the contractor is responsible, as determined in the State's sole and reasonable discretion, shall be cause for termination of this contract. In the event of termination, the State may exercise its rights under the performance bond to obtain required repairs/service without waiving any other rights or remedy the State may have against the Contractor.

9.6 On a yearly basis, the State and the Contractor may conduct a joint inspection to determine whether the Contractor has completed this Agreement. A written record of discrepancies, which are found in such joint inspection, shall be made, and the Contractor shall make corrections within 30 days receipt of written discrepancies. Payment may be withheld for any elevator for which corrections have not been made.

9.7 The State reserves the right to make any test or inspection deemed advisable to ascertain that maintenance requirements are being fulfilled. Should it be found that the standards herein specified herein are not being satisfactorily maintained, the State may immediately require that the Contractor place the elevator in a condition to meet these requirements. The Contractor's failure to comply with such a requirement within ten (10) calendar days shall constitute a material breach of the contract. In the event of such a material breach, the State may terminate the Agreement; obtain a separate Agreement with another Contractor to have such work performed, and charge to and recover from the original Contractor the total cost thereof.

9.8 If an elevator has been out of service for longer than twenty-four hours, and Contractor has not responded as required under this Contract, the State may choose, at its sole discretion, to engage other parties to respond to the out of service condition. The State shall apply as a credit a reduction in payment to future Contractor's invoices the difference in cost if the State engages another party to

address the out of service condition, including overtime charges for the outside service, equipment charges, and any additional fees, customer refunds, or cost incurred by the State and/or State personnel directly related to the elevator being out of service.

10.0 OTHER SERVICES

10.1 Parts, materials, or services provided by the Contractor, outside of this the scope of this Contract, are considered "Other Services". Other services, outside the scope of this Contract, shall be performed in accordance with all provisions of this agreement unless agreed upon, by both parties, in writing.

10.2 The Contractor shall not be responsible for repairs necessitated by the negligence, misuse, or vandalism of equipment. The Contractor shall bear the burden of proof to show that the cause of the elevator malfunction was due to negligence. Misuse, or vandalism of the equipment. The Contractor shall take the elevator out of service until the State's Department Representative or a specialist designated by the State inspects the damages and the State authorizes the work to be completed.

10.3 The Contractor with a percentage discount for parts shall bill repairs not specified in the maintenance portion of this contract on an hourly labor rate. Contractor shall provide materials to the State based on a percentage discount from the manufacture's list price.

10.4 Contractor shall contact the State a team of subcontractors that are qualified to perform the subsidiary and finishing work services. The hourly rate and scope for each subcontractor shall be submitted with the job quote and approved by the State Contract Manager or department designee. The types of subcontracting work include but are not limited to: refinishing, repairing or replacement of car enclosure, fans, gates, finished floor covering, door panels, plenum chambers, hung ceilings, handrails, mirrors, carpeting, Hoistway gates, Hoistway enclosure, frames, doors, sills, jack casing, power feeders, wiring and fusing, hydraulic cylinder, underground piping and smoke or heat sensors.

10.5 Contractor shall identify and submit to the Contract Manager or department designee for written approval subcontracting opportunities on a job-by-job basis. Contractor shall be responsible to provide and/or subcontract all trades required to complete job assignments including proprietary system/equipment per required codes and ordinances and meet the goals and standards set forth in the serve agreement. Subcontracting may be charged bas on % mark-up for proprietary services as listed on the Attachment "A", Revised Price List.

10.6 Vendor shall not make any modifications to existing elevators or components without the Contract Manager's prior written authorization.

10.7 Once a quote by the Contractor has been prepared describing the scope and expected cost, the Contract Manager in writing shall authorize other services. Labor and materials for Other Services shall be provided at rates specified in the Bid Sheet.

10.8 The State may, requests the Contractor perform certain system upgrades and modifications to the elevators. In such event, Contract Manager will issue a written notice to proceed. The Contractor shall provide such upgrades and modifications at the same rate for labor and parts as indicated by the terms of this contract (see Attachment "A", Revised Price List).

10.9 The Contractor shall provide labor and materials to assist independent consultants, engineers, or other professionals to perform special studies or investigations of elevator equipment, maintenance, and/or State requirements.

10.10 The Contractor shall provide labor and materials to modify or upgrade elevators in accordance with revisions to governing regulations, recommendations by consultants, engineers, and/or other professional, and/or State requirements.

10.11 The Contractor may recommend changes to elevators (e.g. additional safety devices to prevent accidents) based on the Vendor's expertise and experience.

10.12 The Contractor may offer onsite stand-by service to be scheduled in advance for special events. Stand-By services will be billed as additional charge per contract rate.