Request for Proposal
UK-2068-20
Proposal Due Date – 06/04/2020

UK Medical Center Physical Plant
Elevator Maintenance
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: UK-2068-20
Issue Date: 04/30/2020
Title: Maintenance
Purchasing Officer: Matt Spalding
Phone: 859-323-5405

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 06/04/2020 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS
1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/cpg.htm, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.330 to .340 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS
In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342
The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES
The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:
NAME OF COMPANY:
DUNS #

PROPOSAL FIRM THROUGH:
ADDRESS:
Phone/Fax:

PAYMENT TERMS:
CITY, STATE & ZIP CODE:
E-MAIL:

SHIPPING TERMS: F. O. B. DESTINATION
PREPAID AND ALLOWED
TYPED OR PRINTED NAME:
WEB ADDRESS:

FEDERAL EMPLOYER ID NO.:
SIGNATURE:
DATE:

Revised 9-10-2019
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Attachment B – Performance Bond Example
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Attachment D – Maintenance Specifications
1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offerors' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

2.2 Background Information

The elevators in this RFP are either under current maintenance contracts or currently coming out of warranty. This contract shall include all known elevators for the Medical Center campus.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of
Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>04/30/2020</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Zoom Meeting)</td>
<td>05/04/2020 at 11 a.m. Eastern Time</td>
</tr>
<tr>
<td>Pre-Proposal Walk Throughs (By Request Only)</td>
<td>05/06/2020 – 05/20/2020</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Eastern Time on 05/21/2020</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 06/04/2020</td>
</tr>
<tr>
<td>Offeror Presentations*</td>
<td>06/08/2020</td>
</tr>
<tr>
<td>Contract Award*</td>
<td>06/19/2020</td>
</tr>
</tbody>
</table>

*Projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Matt Spalding  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 323-5405  
Fax: (859) 257-1951  
E-mail: matthew.spalding@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Pre-Proposal Conference**

A pre-proposal conference will be held via Zoom Meeting ([https://uky.zoom.us/j/92392240313](https://uky.zoom.us/j/92392240313)) on **05/04/2020 at 11:00 AM** to allow prospective contractors an opportunity to ask questions and clarify the University’s expectations. This conference provides offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is not mandatory but highly recommended. At this conference, the scope of services will be discussed in detail.

- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

**Site Walkthroughs**

After the Pre-Proposal Conference the University will schedule walkthroughs of the facilities by request. At this time prospective contractors will have the opportunity to become familiar with the equipment in operation. Please send requests for walkthroughs to Matt Spalding — [matthew.spalding@uky.edu](mailto:matthew.spalding@uky.edu) by the end of day on 05/04/2020.

3.4 **Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.5 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)
3.6 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.

3.7 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and one (1) printed original copy

- **Financial Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and one (1) printed original copy

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 **Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.
3.9 **Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 **Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 **Addenda**

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 **Disclosure of Offeror’s Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date and represent the entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other factors affecting the construction industry or this project.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.
3.13 **Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.14 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 **Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
• A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

• A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

• When was your organization established and/or incorporated?
• Indicate whether your organization is classified as local, regional, national, or international.
• Describe the size of your company in terms of number of employees, gross sales, etc.
• Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
• Include other demographic information that you feel may be applicable to the Request for Proposal submission.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

A. Provide general information as follows:
   1. Number of years your firm has existed:
   2. Number of years your firm has operated in locale of this building:
   3. Number of field employees currently employed by your local office:
      a. Construction/Modernization Mechanics:
      b. Construction/Modernization Supervisors:
      c. Service Mechanics:
      d. Repair Teams:
      e. Maintenance Supervisors:
      f. Number of Maintenance Routes:
      g. Average number of elevator/escalator units maintained by individual Maintenance Mechanic:
      h. Total number of units on service:
   4. Total number of field employees currently employed by your firm in general locale (10 miles) of this building:
      a. Construction/Modernization Mechanics:
      b. Construction/Modernization Supervisors:
      c. Service Mechanics:
d. Repair Teams:
e. Maintenance Supervisors:
f. Number of Maintenance Routes:
g. Average number of elevator/escalator units maintained by individual Maintenance Mechanic:
h. Total number of units on service:

5. Name of the Union of which your Maintenance Mechanics are members:

B. Project Specific Information
1. Primary Technician to service this account:
   a. Years technician with Company
   b. Years in Industry
   c. Other industry companies worked for and number of years:
   d. Describe specific training and experience technician has on the same make/model of elevators in UK RFP Appendix A.
2. Second Technician to service this account:
   a. Years technician with Company
   b. Years in Industry
   c. Other industry companies worked for and number of years:
   d. Describe specific training and experience technician has on the same make/model of elevators in UK RFP Appendix A.
3. Are there any limitations your firm has in service, diagnosing, and providing corrective action to any issues that could arise on this equipment?

C. Reporting Capabilities
1. Confirm your firm can provide electronic reporting specified in 143250 Appendix B
   a. Callback log containing:
      1) Service Provider number
      2) Date and time call was place
      3) Date and time technician arrived
      4) Date and time unit was returned to service
      5) Callback identifier for calls placed due to misuse of equipment or vandalism
      6) Callback identifier for calls placed due to entrapment
   b. Maintenance log containing:
      1) Service Provider number
      2) Date of maintenance action
      3) Description of maintenance
2. Provide a sample report

4.6 Criteria 2 – Services Defined

The scope of work is defined in section 143250. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using “industry best” practices by continuously preserving and maintaining the condition, appearance,
and performance of the elevators and dumbwaiters in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation
2. Maximum operational performance
3. Maximum beneficial usage
4. Maximum life cycle

A. Provide a summary of your approach to managing the required preventative maintenance, call backs, repairs, and safety testing for the elevators listed in Appendix A.
B. Provide a detailed summary of the specific elevators and components included in bidders required pre-maintenance repairs or obsolete components in conjunction with alternate pricing, section 7.2 and 8.2. Do not include pricing in this section. Pricing information is only to be submitted in section 8.0. Identify the elevator, component requiring replacement, and the proposed replacement or upgrade solution.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

A. Provide a list with a minimum of 4 similar projects completed by your firm in the last 6 years in close proximity to building location. List current projects in progress, including start dates and estimated completion dates. Include the following information on each representative project:
   1. Building name
   2. Brief summary of project
   3. Building address
   4. Name of principal contact
   5. Phone number of principal contact
   6. Dates services were performed
   7. Number of units maintained

B. Provide a detailed schedule on activities starting with contract award through the mobilization and any relevant activities upon commencing preventative maintenance responsibilities.

C. Provide a detailed quality assurance plan including milestones and frequencies for Supervisory oversight.

Criteria 5 – Other Additional Information

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**
- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**
- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0  SPECIAL CONDITIONS

6.1  Contract Term

The contract resulting from this RFP shall be effective from the date of award for three (3) years and is renewable for up to five (5) additional one-year renewal periods. The total contract period will not exceed eight (8) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed.

6.2  Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3  Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror’s Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4  Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5  Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.
6.6 ** Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 ** Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror’s response accepted by the University, shall be the entire agreement between the parties.

6.8 ** Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 ** Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
6.10 **Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

If Contractor violates any provision or fails to properly perform services required by this Agreement on any unit, Purchaser shall advise Contractor of deficiencies and shall allow Contractor ten working days unless otherwise agreed, to correct deficiencies at Contractor’s expense and to Purchaser’s sole satisfaction. If Contractor fails to comply or remedy in the allotted time, Purchaser shall have right to cancel Agreement immediately with written notice to Contractor.

Purchaser, after an additional ten calendar days’ written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse Purchaser for any expenses incurred. Purchaser shall deduct said expense from any sum owed to Contractor.

The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.

Purchaser may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any “Alteration” as defined by Code. Any modernization may or will be competitively bid and if the successful bidder is not the current Contractor then the Contractor agrees that the monthly billing and contractual obligations for the modernized units may be cancelled at the sole discretion of the Owner. The Owner is under no obligation to include the Contractor in the bidding process.

If this Agreement Is Cancelled:

Contractor agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.

Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (owned by Purchaser or Owner), access codes, and other materials and documentation related to and required to facilitate services required by this Agreement.
6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days’ written notice of termination under this provision.
6.13 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.

6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.
6.18 **Indemnification**

A. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify Purchaser against any claims during the Term of this Agreement for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Agreement.

B. The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including</td>
<td></td>
</tr>
<tr>
<td>operations/completed operations, products</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>and contractual liability (including defense</td>
<td>(BI &amp; PD combined) $2,000,000 Products</td>
</tr>
<tr>
<td>and investigation costs), and this contract</td>
<td>and Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Automobile Liability covering owned,</td>
<td></td>
</tr>
<tr>
<td>leased, or non-owned autos</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Cyber Liability</td>
<td>(BI &amp; PD combined)</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each occurrence</td>
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</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

6.20 **Method of Award**

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.
6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

| FY Quarter 1 report for purchases dated July 1 through September 30 | Quarterly report due October 20 |
| FY Quarter 2 report for purchases dated October 1 through December 31 | Quarterly report due January 20 |
| FY Quarter 3 report for purchases dated January 1 through March 31 | Quarterly report due April 20 |
| FY Quarter 4 report for purchases dated April 1 through June 30 | Quarterly report due July 20 |

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period.

Reports can be submitted via email to the Category Specialist or other Purchasing Officer responsible for the resultant contract or email to UKPurchasing@uky.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

Contractor shall also provide the reports required in section 142350 including electronic technician service ticket data in a format acceptable by the University’s Elevator Consultant. The data must be formatted to allow for automated Key Performance Indicator reporting identified in section 142350.
6.23 Confidentiality

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.
B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf.

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/prmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ukhealthcare.uky.edu/staff/brand-strategy.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and
shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 **Printing Statutes**

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

6.30 **Payment Terms**

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: [https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form](https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form).

2. Payments by check. Payment terms for check payments are Net-30.

3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.
7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust all the vertical transportation equipment and provide unlimited callback service during regular working hours and, where defined by section 142350 overtime callback service, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer’s published specifications and technical field notes, including those published internally within the manufacturer’s organization, repair or replace all portions of the equipment, except those specifically excluded in section 142350, including but not limited to the work and coverage described hereinafter. Refer to section 142350 for complete scope of work.

Proactive preventive maintenance for all equipment in Appendix A, including full coverage of items listed in 4.6.B and 8.2.C pre-maintenance costs, in full accordance with this RFP and Lerch Bates Maintenance Specification

7.2 Payment Bond, Performance Bond and Affidavit

The successful contractor shall furnish a Payment & Performance Bond in an amount equal to one hundred percent (100%) of the annual contract price as security for the faithful performance of this contract and the payment of all persons performing labor, including the payment of all unemployment contributions, which become due and payable under Kentucky Unemployment Insurance Law and furnishing materials in connection with this contract.

The successful Contractor(s) shall be required to place all insurance coverage’s (Liability and Performance Bond) required by the laws of this State with a licensed resident local agent of Kentucky, who represents insurance companies authorized to do business in the State of Kentucky.

Taxes and Worker’s Compensation, Etc.

1. Kentucky Sales and/or Use Tax – Contractors are informed that construction/service contracts for the Commonwealth of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use tax. All adjustments and allowances for the current sales/use tax shall be provided for in the bid amount and no later adjustments to the contract sum will be permitted and/or made on this basis.

2. Federal Excise Tax – The Commonwealth of Kentucky is entitled to exemption from Federal Excise Tax. All Contractors or Subcontractors shall take this into consideration in their proposal price.

3. Taxes, Workmen’s Compensation, etc. – The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law, including but not limited to old age pension, social security, or annuities, Workmen’s Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. Contractors shall be in full compliance with KRS 341 and required Kentucky Statutes. Contractor shall be in full compliance with KRS 341 and 342.
COMPLIANCE WITH KENTUCKY WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE LAW KRS 45A:480

The successful contractor will be required to assure, by affidavit that all contractor and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

7.3 Optional Services

Proactive preventive maintenance for all equipment in Appendix A, excluding items identified in 4.6.B and 8.2.C. pre-maintenance costs, in full accordance with this RFP and Lerch Bates Maintenance Specification for Year 1.

Provide component replacement pricing in spread sheet 8.2.C. for the replacement of items listed as obsolete/prorated in Appendix A upon execution of the maintenance specification.
8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered using the electronic bid form.

Having examined the Contract Documents prepared by Lerch Bates Inc. dated April 24, 2020 and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the following amounts seen in section See 8.0 Financial Offer Summary:

8.1 Mandatory Services (Section 7.1)

Proactive preventive maintenance for all equipment in Appendix A, including full coverage of items listed in 4.6.B and 8.2.C. pre-maintenance costs, in full accordance with this RFP and Lerch Bates Maintenance Specification for Year 1.

8.1.C Labor and Material Adjustment

8.2 Optional Services (Section 7.2)

Optional Service: Proactive preventive maintenance for all equipment in Appendix A, excluding items identified in 8.2.C. Pre-Maintenance Cost

8.2.A. Monthly Preventative Maintenance Cost excluding components identified in 8.2.C.
8.2.B. Annual Preventative Maintenance Cost excluding components identified in 8.2.C
8.2.C. Pre-Maintenance Costs: Identify pre-maintenance repairs including building, elevator, specific component, cost to repair, and scheduled to repair including downtime.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.
Bond Number: [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project #UK-2068-20 UK Medical Center Physical Plant Elevator Maintenance, with the contract price or amount of $[AMOUNT] (the “Project”);

WHEREAS, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the original contract price or amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.

2. **Definitions:** The following terms are defined for the purposes of this instrument:

   (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

   (b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.
Attachment A

(c) **Contract** means that certain agreement dated [DATE] for the construction of Project #UK-2068-20 UK Medical Center Physical Plant Elevator Maintenance, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

(d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.

4. **Bond Amount:** The bond amount is $[AMOUNT], which shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.

5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.

6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.

7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.
Attachment A

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of [DATE].

ATTEST:
WITNESSES: PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:
WITNESSES: SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION
PERFORMANCE BOND

Bond Number: [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project #UK-2068-20 UK Medical Center Physical Plant Elevator Maintenance, with the contract price or amount of $[AMOUNT] (the “Project”);

WHEREAS, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. Recitations: The recitals above are true and substantive parts of this instrument.

2. Definitions: The following terms are defined for the purposes of this instrument:

   (a) Bond means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

   (b) Contract means that certain agreement dated [DATE] for the construction of Project #UK-2068-20 UK Medical Center Physical Plant Elevator Maintenance, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

   (c) Contract Change means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. Guaranty: The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set
forth in the schedule incorporated into the bid documents unless the Project is exempt from
the prevailing wage requirements of KRS 337.505 through 337.550.

4. **Bond Amount:** The bond amount is $[AMOUNT], which shall be increased automatically
by Contract Changes to the contract price or amount and shall not limit the Surety’s
obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses
incurred by the Owner, which may be in excess of the bond amount as increased.

5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no
obligations under the Bond if the Principal during the original term thereof, any extensions
thereof which may be granted by the Owner with or without notice to the Surety, the
 guaranty period, the warranty period, and other periods limited only by statutes of limitation
(a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c)
satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves
harmless the Owner from all costs, damages, attorney fees, consultant fees, and other
expenses that it may suffer by reason of the Principal’s failure to do so; and (e) reimburses
and repays the Owner all such expenses and outlay, without limitation, which the Owner may
incur in making good any default. The Bond will otherwise remain in full force and effect.

6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed
amended, automatically and immediately without separate or written amendments hereto,
upon any Contract Changes. The Principal and Surety agree to be bound by any Contract
Changes. The Surety waives notice of any Contract Changes.

7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky
law. The Principal and Surety agree that they have taken part in drafting the Bond, which
will not be construed against or in favor of any other party on the basis of drafting. To the
extent that this instrument contradicts the Contract, the Contract will control.

**IN WITNESS WHEREOF,** the Principal and Surety, by their duly authorized
representatives, have executed this instrument, which is effective as of [DATE].

**ATTEST:**
**WITNESSES:**

Witness as to PRINCIPAL

Witness as to PRINCIPAL

**ATTEST:**
**WITNESSES:**

Witness as to SURETY

Witness as to SURETY

**ATTEST:**
**WITNESSES:**

Witness as to SURETY

Witness as to SURETY

PRINCIPAL

By

Title

SURETY

By

Attorney-in-Fact

PB-2
AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by the University of Kentucky on Project # UK-2068-20 UK Medical Center Physical Plant Elevator Maintenance.

2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers’ Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: ____________________________

Title: __________________________

Contractor: __________________________

State of ________________)

County of ________________)

Subscribed and sworn to before me by __________________________ on this __________

day of ____________________, 2020.

My commission expires __________________________

________________________________________
Notary Public, State at Large
UNIVERSITY OF KENTUCKY MEDICAL CENTER PHYSICAL PLANT DIVISION
LEXINGTON, KY

LERCH BATES MAINTENANCE SPECIFICATION 143250
REQUEST FOR PROPOSAL UK-2068-20
APRIL 30, 2020

Prepared For:
Paul Ducharme
Director Facilities Management
University of Kentucky Medical
360 Huguelet Dr.
Lexington, KY 40536

Prepared By:
Spencer Williams
Regional Manager
LB Project № 0100022427

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PART 1 GENERAL

1.1 PARTIES

A. The parties to this Agreement (the “Agreement”) are University of Kentucky Medical Center Physical Plant ("Purchaser") and _______________ ("Contractor"). The contract start date is the date this Agreement is executed by Purchaser or their Designated Representative. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. This agreement covers all elevator and dumbwaiters listed in Section 143250, Appendix A.

1.2 DUTIES OF CONTRACTOR

A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.3 AGREEMENT INTENT

A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using “industry best” practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators and dumbwaiters in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:

1. Safe, consistent, and reliable operation
2. Maximum operational performance
3. Maximum beneficial usage
4. Maximum life cycle

B. Contractor acknowledges Purchaser is relying on Contractor’s professional expertise in performance of Services to achieve and comply with the Agreement intent.

C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to Purchaser, or a mutually agreeable third party consultant, at the termination date.

D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in “as is” condition, in accordance with this Agreement.

E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
2. Site arrival time and departure time clearly identified on technician's time sheet.
3. Service call and work description clearly identified on technician's time sheet.
4. Billable material cost backup.
5. Travel expenses/surcharges shall not be allowed.
6. Contractor's invoice must include clear and concise detail of service call and work complete.
7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.
9. UK Work Order Number
10. Building Name and Number
11. Elevator Number/Name
12. Additional information required specific to Maintenance Billing
   a. Units itemized and subtotaled by building
   b. Unit certificate number to be included on each line
   c. Date of last safety test performed by Unit

1.4 QUALITY ASSURANCE

A. Mechanic Qualifications:
   1. Acceptable Installers shall be regularly engaged in servicing elevators of the type and character herein specified, and with a history of successful production acceptable to THE UNIVERSITY.
      a. Acceptable Installers shall have a staffed service office located in the Lexington, Kentucky area.
      b. Evidence the selected acceptable installers can respond to service calls within (30) minutes or less when the call covers passenger entrapment or other emergency as deemed by THE UNIVERSITY on a 7 day per week 24-hour per day basis.
      c. The service call respondents will be a competent elevator "Journeyman", skilled on the existing and upgraded equipment and a field employee of the selected acceptable installer. Installation and service employee qualifications shall be submitted to The University prior to contract award and updated if and when any personnel changes are made.
      d. Evidence that Installer will utilize an adequate number of work persons ("Journeymen") thoroughly trained, experienced and skilled in the necessary crafts and that all work shall be performed in a skillful and professional manner. All work/services shall be performed by first class Elevator Constructor Journeymen with at least five (5) years' experience with similar vertical transportation equipment. All journeymen shall have a minimum of 5 years’ experience, and shall have, either a current “IUEC journeyman’s card” after successfully passing the journeyman's test of the International Union of Elevator Constructors (IUEC) or shall have a current Certified Elevator Technician (CET) license, after completing the National Association of Elevator Contractors (NAEC) Certified Elevator Technician Education Program. If during this work, the State of Kentucky requires elevator Journeymen to be licensed, Journeymen assigned to this project shall abide by the State licensing requirement. An apprentice worker of fewer qualifications may be utilized, only for assisting an elevator contractor Journeyman.

B. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following codes, laws, and/or authorities, including revisions and changes in effect:
   1. ASME A17.1
2. ASME A17.2
3. ASME A17.5
4. NFPA 70
5. Accessible Design to comply with ANSI A117.1
6. Local Fire Authority
7. Requirements of most stringent provision of local authority having jurisdiction.

C. In addition to complying with all applicable and pertinent regulations of National, State, City and University codes and requirements, comply with current adopted code by the Authority Having Jurisdiction (AHJ) Latest adopted version of 2010 - ASME A17.1 and addenda’s, NFPA 13 - 2016 / NFPA 70 – 2016 / NFPA 72 - 2017, OBC with amendments effective August 1, 2018.

1.5 OBSOLESCENCE

A. Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third party parts supplier or fabricator in the same form, fit and function.

B. Prior to submission of contractor’s proposal to the Purchaser, the contractor will have an opportunity to review all applicable vertical transportation elements as identified in this document. After such review, if the contractor believes there are systems, components or parts which are obsolete or may become obsolete during the term of this agreement, they must identify those components in Appendix A. If no components or systems are listed in Appendix A and approved by the Purchaser, then no components or systems will be considered obsolete through the term of the agreement.

C. Additionally, contractor shall:
   1. Provide base bid proposal response pricing (Bid Form Section 7.1 and 8.1) that includes full maintenance coverages inclusive of full maintenance coverage for all components listed in Bid Form Section 8.2.C. as obsolete or parts requiring repair.
   2. Provide optional services bid proposal response pricing that excludes systems, components or parts requiring repair listed in Bid Form 8.2.C.
      a. Provide Optional Service pricing and schedule to replace all systems, components or parts detailed in RFP Section 7.2 and 8.2, as an extra charge, at the beginning of this agreement for the Purchaser’s consideration.

D. If contractor, third party consultant, or Purchaser receive a notice of “component or part obsolescence” from a third party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the contractor, during the course of this agreement then Purchaser will evaluate a claim of obsolescence. Claim may include only the necessary retro-fit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.

E. No other claim for obsolescence of any kind will be considered by the Purchaser during the course of this agreement.

1.6 CONTRACTOR SERVICES

A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other
work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.

B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.

C. Services shall be performed as follows:
   1. In conformance with all provisions of this Agreement including RFP 2068-20 and Specification 143250.
   2. In conformance with all applicable original equipment manufacturer’s specifications.
   3. In conformance with the written Maintenance Control Program (MCP).
   4. In conformance with Purchaser’s rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
   5. In conformance with Purchaser’s requirements for cleanup using containers supplied by Contractor.
   6. To Purchaser’s satisfaction in conformance with this agreement.
   7. By qualified, careful, and efficient employees in conformity with best industry practices.
   8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
   9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

D. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser’s tenants, Purchaser’s employees, Contractor’s employees, and other persons on or about the Property.

E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.

F. Contractor’s additional services:
   1. Attendance and assistance to facilitate cleaning of the exterior glass surface of observation elevator car enclosures and the interior surface of the glass enclosed hoist ways of observation elevator. This shall be accomplished on an annual basis. Contractor may require certain waivers for third party contractors/employees.
   2. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoist ways, or elevator car tops. Contractor may require certain waivers for third party contractors/employees.
   3. Attendance and assistance to facilitate annual Emergency Power testing.
   4. Performance of Fire Service testing.

1.7 CONTRACTOR COMPLIANCE WITH LAWS

A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.

B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by: inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
C. Contractor must complete all code-mandated testing and work tasks as detailed in Appendix E.

1.8 CONTRACTOR’S EMPLOYEES

A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.

B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor’s agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.

C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days’ notice prior to making changes to site-specific mechanic/employees.

D. If Purchaser, in Purchaser’s sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser’s notice, Contractor shall immediately provide qualified replacement persons.

E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser’s acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor’s duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

1.9 HOURS AND MANNER OF WORK

A. All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the building’s regular hours. These hours are 6:00 a.m. to 8:00 p.m. Purchaser, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours. Emergency callback service requested prior to 7:30 p.m. but answered after 8:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with Article 1.11 D.

1. Elevators listed in Appendix F require overtime call back coverage 24/7 included in the monthly price.

2. If two (2) or more elevators in the same group are out of service due to equipment shutdown or malfunction Purchaser, at its option, may request Emergency callback service at no additional cost.
B. Callback is defined as any request for service or assistance by Purchaser or Purchaser’s Facilities Management UKHC Dispatch representatives when any unit is not available for beneficial usage due to equipment shutdown or malfunction.

C. Response Time for Callback Service:
   1. During regular time hours identified in Article 1.11 A. Contractor shall arrive at Property within 30 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined work day shall not be billed at overtime rates.
      a. Sixty (60) minutes will be given for Eastern Locations.
   2. During the regular time hours identified in Article 1.11 A, Contractor shall arrive at Property in response to passenger entrapment calls within 15 minutes from time of notification by Purchaser.
      a. Thirty (30) minutes will be given for Eastern Locations.
   3. During hours outside those identified in Article 1.11 A. Contractor shall arrive at Property within Two (2) hours from time of notification of equipment problem or failure by Purchaser. For callbacks placed during ‘regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined work day shall not be billed at overtime rates.
      a. Two (2) hours minutes will be given for Eastern Locations.
   4. During hours outside those identified in Article 1.11 A, Contractor shall arrive at Property in response to passenger entrapment calls within 45 minutes from time of notification by Purchaser.
      a. Forty Five (45) minutes will be given for Eastern Locations.
   5. Purchaser, at its sole discretion, shall reduce monthly Agreement amount by $1,000/occurrence for Contractor’s repeated failure to meet callback response time.

D. If additional work within the scope of this Agreement is requested during overtime hours, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated in Bid Form Section 8.1.C.

E. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in Bid Form Section 8.1.C.:

F. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in Bid Form Section 8.1.C..

G. If any unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs.

H. Suspended billing shall be calculated per unit, per day, and will not begin until the 72 hour period is exceeded.

I. During peak passenger traffic times: Purchaser requires all elevators to be in operation. The elevator Contractor shall not remove elevators from service during these times without authorization.

J. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the Purchaser and identified in the MCP, unless removal is necessitated for
emergency repair or adjustment. Purchaser agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 1.11, A., to perform Services.

1.10 MINIMUM MANPOWER AND MAINTENANCE HOURS REQUIREMENTS

A. Contractor shall provide a one (1) 1st shift mechanic from 6:00 a.m. to 2:30 p.m. and one (1) 2nd shift mechanic from 10:30 a.m. to 8:00 p.m.; Monday through Friday, excluding union holidays. Contractor shall provide one (1) mechanic for 8 hours during union holidays during regular working hours. Contractor is to provide at least the minimum amount of labor called for during the specified hours, however, additional labor resources will be added as needed without charge to help remedy temporary/unusual circumstances of an urgent nature. If changes in long-term staffing are desired or required, pricing will be negotiated to reflect permanent or semi-permanent changes.

B. These minimum manpower requirements in no way restrict the upper limit on the staffing requirements of this project to these minimums. Depending on the circumstances, the University fully expects that at times the number will need to be exceeded, and Contractor shall supply manpower as conditions warrant at no additional cost to Purchaser.

C. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Section 143250 Appendix A (see detailed scheduled hours).

D. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Section 143250 Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter’s Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.

E. Contractor’s Employees Shall:
   1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser’s location: UHMC Dispatch. In addition, Purchaser requires Contractor’s employees to check in and check out with designated personnel each time they enter the building.
      a. Purchaser’s location may be subject to change.
   2. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor’s inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance log book is in Appendix I and a sample of the callback log is in Appendix J.
   3. When departing the property, Contractor’s personnel shall sign the maintenance log book indicating as listed above under item C. 2. Purchaser requires Contractor’s employees to check out with designated personnel.
   4. In addition, Contractor’s employees who perform billable work shall leave time tickets after each visit when leaving the property.
   5. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser, or supplied by Contractor.

F. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a
schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.

G. Quarterly, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
1. A review of the previous quarter’s callbacks
2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
3. A review of any reported complaints
4. Such other elevator-related items as may be appropriate
5. A review of on-site spare equipment or parts for the elevators
6. A review of maintenance hours
7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.

H. Overtime travel time in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of two hours per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated and identified as a flat rate in Bid Form Section 8.1.C.

1.11 SCHEDULING OF WORK

A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators within the initial 90 days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meeting referenced in Article 1.12 E.

B. Pre-Maintenance Repairs: All work detailed and accepted by Purchaser at award of Agreement as pre-maintenance repairs must be completed per the schedule agreed upon between Contractor and Purchaser.

1.12 ELEVATOR CALLBACK FREQUENCY

A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.

B. Total callbacks for equipment failure on any elevator shall not be more than 1 per unit per one quarter, as indicated in Appendix B.

C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.13 PERFORMANCE REQUIREMENTS

A. Contractor agrees to maintain the following minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators designated in table located in Section 143250 Appendix A:
1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors
or 1/2 open for side opening doors, per Section 143250 Appendix A. Times shown are ±0.2 seconds.

2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Section 143250 Appendix A. Times shown are ±0.1 seconds.

3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ±0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.

4. Stopping accuracy shall be measured under all load conditions and maintained per Section 143250 Appendix A. Standards shown are maximum allowable from no load to full load.

5. Variance from rated speed, regardless of load, shall not exceed the following:
   a. 3% for closed loop equipment.
   b. 5% for open loop equipment.
   c. +10% up/-20% down, no load, for hydraulic equipment.

6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.

7. Acceleration and deceleration shall be smooth, with no noticeable “steps” or bumps to increase or reduce speed, and no objectionable vibrations.

8. Elevator cars shall travel smoothly and quietly through the hoistways.

9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor’s performance.

1.14 REMOVAL OF UNITS FROM SERVICE

A. Removal of elevators from service during peak hours shall be coordinated with and approved by Purchaser. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

1.15 PURCHASER’S RIGHT TO INSPECT AND REQUIRE WORK

A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections or tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor.

1. If said deficiencies are not corrected at the time of the follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of $250/hour portal to portal.

2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Purchaser or their representative subject this agreement to cancellation as noted in Section 1.7.

B. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.

C. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days’ written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by
Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

D. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant’s fees equally.

E. A qualified vertical transportation consultant may be retained by Purchaser to perform any of Services and mediate disputes noted in 1.17 or elsewhere in this agreement.

1.16 EXCLUSIONS

A. Contractor shall NOT be responsible for the following:
   1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor’s control except ordinary use and wear.
   2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
   3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
   4. Lamps for car, machine room and pit illumination. Contractor shall replace machine room and pit lamps if such items are provided by Purchaser.
   5. Smoke and heat sensors and related life safety equipment.
   6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
   7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
   8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
   9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
   10. Access Control Equipment, Software, Hardware, Programming:
        a. Exclusive of elevator traveling cables
        b. Termination points within elevator systems in control room and car
   11. Upgrades to Control/Dispatching systems: (not to include software updates).
   12. Below ground hydraulic cylinders and piping.

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

1.17 REMOVAL OF PARTS

A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.
1.18 MACHINE ROOMS

A. Contractor shall place and keep in the machine rooms Underwriter’s Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.

B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

1.19 WIRING DIAGRAMS

A. Wiring diagrams, as provided by Owner, shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.

B. For each elevator, Contractor shall maintain Property’s complete set of straight-line wiring diagrams, showing “As-Built” conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Purchaser’s set of drawings or manuals cannot be located at that time.

1.20 MAINTENANCE CONTROL PROGRAM

A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 2013, or the AHJ Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1 2013. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by Purchaser, Contractor’s preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Section 143250 Appendix H to this Agreement.

B. Contractor, on Purchaser’s behalf, shall conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Purchaser via manual log with web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor’s inspection. Entries shall include date work is completed, Mechanic’s or Supervisor’s name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.21 SPECIAL CONDITIONS

A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Section 143250 Appendices A and B.
   1. Callback frequency
   2. Callback response time
   3. Mean time between callbacks
   4. Availability
5. Maintenance actions
6. Annual repair time accrued

B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor’s expense.

C. Equipment manufacturer’s electronic diagnostic devices required to facilitate services, including fixed and hand held devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser’s property at the expiration or cancellation of the contract.

D. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor’s failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.

E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
   1. To treat, and to obligate Contractor’s employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
   2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser’s written approval, except to the extent necessary in connection with performing Services or when required by law.

F. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager’s name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as applicable.

1.22 PURCHASER’S RESPONSIBILITIES

A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.

B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters’ Control Room.

C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90°F, non-condensing.

D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.

E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.

F. Maintain standby power generator systems and related switch gear and feeders.

G. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.
H. Coordinate with Contractor in regard to Purchaser’s required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.

I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.
PERFORMANCE REQUIREMENTS

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<tr>
<th>SPEED (FPM)</th>
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<th>SPEED (FPM)</th>
<th>ACCEL RATE (FPS2)</th>
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*Values are based on 7'-0" to 7'-6" high doors. For 7'-5" to 8'-6" high doors, add following factor: .5 second for widths up to 42" and 1 second for widths over 42".

**Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.

Hydraulic Floor to Floor Times

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*Values are based on 7'-0" to 7'-6" high doors. For 7'-5" to 8'-6" high doors, add following factor: .5 second for widths up to 42" and 1 second for widths over 42".
### Door Times

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*Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor: 0.5 second to close time for widths up to 42" and 1.0 second close time for widths over 42". This is to maintain closing force and kinetic energy within code limits. Theoretically, there are no limits on door open time. Times are from closed to fully open or fully open to fully closed.*
## Low Speed Door Times

<table>
<thead>
<tr>
<th>Door Width</th>
<th>HYDRAULIC ELEVATORS LOW SPEED, 1.5 F.P.S</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SIDE OPENING</td>
</tr>
<tr>
<td></td>
<td>OPEN</td>
</tr>
<tr>
<td>30”</td>
<td>2.3</td>
</tr>
<tr>
<td>32”</td>
<td>2.5</td>
</tr>
<tr>
<td>34”</td>
<td>2.7</td>
</tr>
<tr>
<td>36”</td>
<td>2.8</td>
</tr>
<tr>
<td>38”</td>
<td>2.9</td>
</tr>
<tr>
<td>40”</td>
<td>3.0</td>
</tr>
<tr>
<td>42”</td>
<td>3.1</td>
</tr>
<tr>
<td>44”</td>
<td>3.2</td>
</tr>
<tr>
<td>46”</td>
<td>3.3</td>
</tr>
<tr>
<td>48”</td>
<td>3.5</td>
</tr>
<tr>
<td>50”</td>
<td>3.6</td>
</tr>
<tr>
<td>52”</td>
<td>3.7</td>
</tr>
<tr>
<td>54”</td>
<td>3.7</td>
</tr>
<tr>
<td>60”</td>
<td>4.1</td>
</tr>
<tr>
<td>66”</td>
<td>4.3</td>
</tr>
<tr>
<td>72”</td>
<td>4.7</td>
</tr>
</tbody>
</table>
APPENDIX B -
KEY PERFORMANCE INDICATORS

<table>
<thead>
<tr>
<th>Measured unit or building performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 4 Callbacks per unit per year</td>
</tr>
<tr>
<td>≥90 days Mean Time Between Callbacks</td>
</tr>
<tr>
<td>≥99.5% Equipment Availability</td>
</tr>
<tr>
<td>&gt;24 team hours Accrued repairs hours per unit per year</td>
</tr>
<tr>
<td>≤1 Not more than 1 entrapment per unit per quarter</td>
</tr>
</tbody>
</table>

The Contractor must provide the following information in an electronic format acceptable to the Purchaser on a monthly basis.

J. Callback log containing:
   1. Service Provider number
   2. Date and time call was placed
   3. Date and time technician arrived
   4. Date and time unit was returned to service
   5. Callback identifier for calls placed due to misuse of equipment or vandalism
   6. Callback identifier for calls placed due to entrapment

K. Maintenance log containing:
   1. Service Provider number
   2. Date of maintenance action
   3. Description of maintenance
APPENDIX C - DEFINITIONS

The words or phrases shown below, which appear in this Agreement, are defined as follows.

A. AHJ: Authority Having Jurisdiction

B. Pro-Active: Acting in anticipation of future problems, needs, or changes.

C. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.

D. Preventive: To anticipate or act ahead of; to keep from happening.

E. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.

F. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.

G. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.

H. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a “callback.”

I. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.

J. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.

K. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as “maximum availability - down time/maximum availability - 100” and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.

L. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.

M. Rebuild: To repair, especially to dismantle, rewind, machine and or reassemble with new parts.

N. Fabricate: To construct or manufacture from prepared, standard, or custom components.
APPENDIX D -
EXTENT AND SCOPE OF SERVICES

A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer’s published specifications and technical field notes, including those published internally within the manufacturer’s organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.

B. Elevators:
   1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
      a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
      b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
      c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
      d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors’ jaws, and all other related components or parts;
      e. Rope brake devices, secondary braking devices,
      f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
      g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gib, inductors, cams, tapes and all other related components and parts;
      h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, astragals, and all other related components and parts;
      i. Car and hoistway door gib, including their attachments to the door panels.
      j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
      k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), astragals, and all other related components and parts;
      l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave
assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Purchaser), and all other related components and parts;

m. Alarm bells, emergency stop switches, emergency car lights, and batteries;

n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;

o. Hoist, compensating, and governor ropes or belts and their fastening means, and all other similar or related components and parts;

p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.

q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, hydraulic oil replacement, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery.

2. Additional Elevator Scope of Work:

a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.

b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.

c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.

d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.

e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.

f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.

g. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½” high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½” is not available.

h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser’s responsibility when accessibility is possible using standard hand tools from inside elevator cab.

j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.

k. 24/7 monitoring of the emergency communication devices per code requirements.

l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the
Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.

m. Maintain, in fully operational condition, Elite type elevator position indicators.

n. Any panel that includes integral elevator information within the display.

o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.

p. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.

3. Additional Services:

a. Cleaning:

1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.

2) Contractor shall clean hoistways, brackets, rails, pit structures and car structure areas.

3) Contractor shall clean sills in locations which are not typically accessible to cleaning crews and between entrances at all floors quarterly to prevent the accumulation of trash, direct, and debris. Sills should be kept in a like new condition.

4) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or “build-out” in the building may be reviewed with Purchaser to determine responsibility for cleaning.

b. Painting:

1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive “Deck Gray” or other suitable color if approved by Purchaser.

2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.

c. Lubrication:

1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.

d. Adjustment: Adjust the equipment as necessary:

1) To the specifications found in this agreement.

2) When required to maintain performance standards specified in this Agreement.

3) When necessary to preserve the useful life of a part or assembly.
4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building’s tenants.

5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.

e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to “as new” condition. Parts or components shall be replaced:
   1) When worn beyond normal adjustment limits.
   2) When necessary to ensure continued normal operation.
   3) When necessary to extend the useful life of the elevators or any of their components.
   4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
   5) When necessary to continue performance of the equipment in accordance with its original design.
   6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
   7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.

f. Manufacturers’ Parts and Lubricants: In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Purchaser.

g. Adequate Parts and Parts Storage:
   1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
   2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.

h. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor’s responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor’s responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Purchaser within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Purchaser, regardless of scope of responsibility, and make a prompt written report to Purchaser.
APPENDIX E -
CODE-MANDATED TESTS

A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests including but not limited to:

B. Annual no load slow speed test of car and counterweight safeties (where applicable), governors, and buffers.
   1. Five-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
   2. Monthly firefighters’ service operational tests.
   3. Annual pressure relief tests on hydraulic elevators.
   4. Annual standby power operation tests on elevators.
   5. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.

C. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.

D. Contractor shall make “Periodic Inspections and Tests” in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.

E. Contractor shall provide not fewer than five business days’ prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all “Periodic” tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.

F. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Bid Form Section 8.1.C Item 1.7 of this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Section 143250 Appendix A of this Agreement.

G. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section Bid Form Section 8.1.C.

H. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.

I. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.

J. Contractor is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.
K. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.

L. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.

M. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section L above.
   1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
   2. Interior finishes are EXCLUDED from the contractor's responsibility.
APPENDIX F - ELEVATORS WITH OVERTIME 24/7 CALLBACKS

IN ADDITION TO OVERTIME PROVIDED IN 1.9.2.A THE FOLLOWING UNITS REQUIRE 24/7 COVERAGE FOR SERVICE CALLS

<table>
<thead>
<tr>
<th>Bldg</th>
<th>Elevator</th>
<th>Vendor</th>
<th>EqCtl#</th>
<th>BldgCd</th>
<th>Cert#</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRISC/ Pav WH</td>
<td>MRISC Elev. #1 (old-Front)</td>
<td>Oracle</td>
<td>4044</td>
<td>98</td>
<td>11533</td>
</tr>
<tr>
<td>PavA</td>
<td>#25 Visitor/Glass. Grd, 1st Fl only.(N Lobby)</td>
<td>Oracle</td>
<td>25784</td>
<td>602</td>
<td>21842</td>
</tr>
<tr>
<td>PavA</td>
<td>Pt #27 Pat.(NE crr 2Bk, R) Gp7.</td>
<td>Oracle</td>
<td>25797</td>
<td>602</td>
<td>20866</td>
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<tr>
<td>*PavA</td>
<td>#30- Food Svc./Kitchen Gp9</td>
<td>Oracle</td>
<td>56880</td>
<td>602</td>
<td>25406</td>
</tr>
<tr>
<td>PavA</td>
<td>#47- SVC Construction unit (A00022 Corr West R2 Bk) Gp3</td>
<td>Oracle</td>
<td>56885</td>
<td>602</td>
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<tr>
<td>RB2</td>
<td>D Elev (Svc Elevator) G-7th fl PH -warranty until 1/9/2022</td>
<td>Thyssen</td>
<td>61293</td>
<td>679</td>
<td>27610</td>
</tr>
<tr>
<td>Roach/ Pav CC</td>
<td>Atrium Car- Passenger #1</td>
<td>Oracle</td>
<td>21008</td>
<td>93</td>
<td>6369</td>
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<tr>
<td>SB</td>
<td>Old Addtn Passenger</td>
<td>Oracle</td>
<td>2511</td>
<td>230</td>
<td>5326</td>
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<tr>
<td>SB</td>
<td>New Addtn Passenger</td>
<td>Oracle</td>
<td>8591</td>
<td>230</td>
<td>13936</td>
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<tr>
<td>UKSam Hos</td>
<td>Elev C (3) (E-Central 71). Dietetics.</td>
<td>Oracle</td>
<td>G4716</td>
<td>8633</td>
<td>2794</td>
</tr>
<tr>
<td>UKSam Hos</td>
<td>Elev D (4) Single. (54 Bldg.)</td>
<td>Oracle</td>
<td>G4717</td>
<td>8633</td>
<td>2795</td>
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<tr>
<td>UKSam Hos</td>
<td>Elev J (Frt by C106) Freight Dock.</td>
<td>Oracle</td>
<td>G5127</td>
<td>8633</td>
<td>ng</td>
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<tr>
<td>UKSam Hos</td>
<td>Elev K (Frt byB109) Trash Dock.</td>
<td>Oracle</td>
<td>G5128</td>
<td>8633</td>
<td>ng</td>
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<tr>
<td>UKSam PS</td>
<td>Hosp Parking Structure Elevator</td>
<td>Oracle</td>
<td>G4711</td>
<td>613</td>
<td>6197</td>
</tr>
<tr>
<td>University INN</td>
<td>Univeristy INN #2 (Waller Annex #2)</td>
<td>Oracle</td>
<td>59021</td>
<td>699</td>
<td>16104</td>
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<tr>
<td>Amb(Pav H)</td>
<td>Ambulant #8 (C Elevator)</td>
<td>Oracle</td>
<td>2506</td>
<td>293</td>
<td>14332</td>
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<tr>
<td>BioPharmC</td>
<td>Elev. A _Freight/(East/Center- Single car)</td>
<td>Oracle</td>
<td>21668</td>
<td>596</td>
<td>20371</td>
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<tr>
<td>CCC/ Pav HA</td>
<td>Pav HA #56 NICU (Single car)</td>
<td>Oracle</td>
<td>60378</td>
<td>293</td>
<td>26732</td>
</tr>
<tr>
<td>Combs</td>
<td>Basement to 3rd #1</td>
<td>Oracle</td>
<td>2549</td>
<td>96</td>
<td>10352</td>
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<tr>
<td>CON</td>
<td>Bridge passenger on Hosp Side of Rose.</td>
<td>Oracle</td>
<td>2516</td>
<td>232</td>
<td>5043</td>
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<tr>
<td>EasternSt</td>
<td>Elevator 7 Tower 1 - Squad</td>
<td>Oracle</td>
<td>45813</td>
<td>9921</td>
<td>22208</td>
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<tr>
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<td>Elevator 1 PCH1</td>
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<td>22156</td>
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<td>Elevator 4 PCH4</td>
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<td>45817</td>
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<td>HospUK/Pav H</td>
<td>Elev. #4 (Pt transport) Behind 9,10.</td>
<td>Oracle</td>
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<td>293</td>
<td>13988</td>
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<tr>
<td>HospUK/Pav H</td>
<td>Children's Hosp #16</td>
<td>Oracle</td>
<td>9513</td>
<td>293</td>
<td>13250</td>
</tr>
<tr>
<td>HospUK/Pav H</td>
<td>PCA #11 (D elevator)</td>
<td>Oracle</td>
<td>2526</td>
<td>293</td>
<td>11527</td>
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<tr>
<td>KyClinic</td>
<td>Ky Clinic #6 at PS-3</td>
<td>Oracle</td>
<td>2484</td>
<td>284</td>
<td>11745</td>
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</tbody>
</table>
APPENDIX G -
CONTRACTOR’S PREVENTIVE MAINTENANCE
SCHEDULE AND MAINTENANCE CONTROL PROGRAM
Contractor to insert MCP Here
APPENDIX H - SAMPLE MAINTENANCE LOG
<table>
<thead>
<tr>
<th>Date</th>
<th>Mechanic</th>
<th>Time of Arrival</th>
<th>Time of Departure</th>
<th>Description of Service</th>
</tr>
</thead>
<tbody>
<tr>
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APPENDIX I -
SAMPLE CALLBACK LOG
<table>
<thead>
<tr>
<th>Date</th>
<th>Unit №</th>
<th>Time of Call</th>
<th>Person Reporting Issue</th>
<th>Time Mech. Arrived</th>
<th>Date/Time Unit Back into Service</th>
</tr>
</thead>
</table>

**Description of the Problem:**

**Resolution Description from Mechanic:**

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<tr>
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**Description of the Problem:**

**Resolution Description from Mechanic:**