

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for an Elevator Maintenance and Service Contract.

Please submit 4 copies of your proposal no later than 5 p.m. on April 12, 2006 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attn: Sharon E. Pearl
Real Property Operations
415-538-2340
sheri.pearl@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“ the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. In accordance with statute and the State Bar's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding. As a governmental agency, the State Bar regularly is granted favorable governmental pricing and contract terms.

The State Bar is seeking proposals for preventive maintenance service, repairs and 24/7 on-call service for 4 passenger and one freight elevator at The State Bar of California's 180 Howard Street facility in San Francisco. The State Bar will host a vendor pre-bid conference on March 28, 2006, at 2:30PM in the State Bar conference room 4E at 180 Howard Street, San Francisco CA 94105. Attendance is mandatory for all vendors intending to submit a proposal. The State Bar is seeking a 2-year agreement, with an additional 2-year renewal option which will commence on May 1, 2006.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project
8. Acceptance of service requirements outlined in Vertical Transportation Maintenance Specifications prepared on behalf of The State Bar of California by Newby Elevator dated September 1999. Attachment A is a description of work to be performed.
9. A detailed cost proposal, including any travel costs and other expenses. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

C. Evaluation Process and Highest Scored Bidder

An evaluation team will review in detail all proposals that are received to determine the Highest Scored Bidder ("HSB").

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.

1. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
2. Agreement with the State Bar's contracting requirements (10%).
3. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (40%).
4. The financial viability of the bidder as evidenced by standard financial reports (10%).
5. The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (30%).

If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as a finalist and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about April 15, 2006 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by April 22, 2006. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals

submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Sharon E. Pearl at sheri.pearl@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail **and** either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in person at the vendor pre-bid conference on March 28, 2006, at 2:30PM in the State Bar conference room 4E at 180 Howard Street, San Francisco CA 94105. Questions after this date may be addressed in writing to Sharon E. Pearl at sheri.pearl@calbar.ca.gov. All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Procurement Supervisor, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

III. STATEMENT OF WORK

Location, equipment description, maintenance specifications, exclusions, and general coverage conditions are detailed in Attachment A.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

D. Indemnity Obligations of Vendor

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Vendor defends the State Bar.

E. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Procurement Supervisor, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

F. Termination

1. **At Will.** The agreement will be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.

3. **Default by Vendor.** This agreement may be terminated by the State Bar upon thirty (30) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

G. Confidentiality and Publicity

The Vendor will retain all confidential information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without

the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

H. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 *et seq.*) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 *et seq.*). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

I. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

J. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Arbitration.** Any question, claim or dispute arising out of or in connection with this agreement in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Francisco, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law, without regard to its conflict of laws principles, unless the alleged claim or dispute is otherwise pre-empted by federal law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this agreement. Each party will be solely responsible for payment of its own pro rata share of any expenses and fees incurred during the course of arbitration. In no event will the arbitrator have the power or authority to award consequential damages, indirect or special damages, lost profits, loss of goodwill, punitive, or speculative damages. Disputes of Seven Thousand Five Hundred Dollars (\$7,500.00) or less shall be handled in Small Claims Court in the City and County of San Francisco.
5. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
6. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services

pursuant to the agreement.

VERTICAL TRANSPORTATION

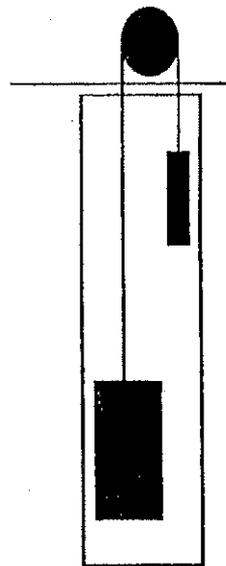
MAINTENANCE SPECIFICATION

For:

The State Bar of California

180 Howard St.

San Francisco, CA 94105-1639



September, 99

ELEVATOR MAINTENANCE SPECIFICATIONS

180 Howard

LOCATION & DESCRIPTION OF EQUIPMENT

LOCATION

Building Name: 180 Howard
Building Address: 180 Howard St.
San Francisco, CA 94105-1639

DESCRIPTION

Passenger Elevator(s) #1 - #5

Type: geared traction #38
Duty: 3,000 pounds at 350 feet per minute
Floors: L, 1 - 12

ELEVATOR MAINTENANCE SPECIFICATIONS

180 Howard

EXTENT OF COVERAGE (TRACTION ELEVATORS)

CONTRACTOR'S SERVICE

The Contractor will maintain the traction elevators under this agreement as follows:

1. Furnish all material, labor, tools and equipment necessary to render complete preventative maintenance service on equipment described.
2. Utilize only personnel directly employed, trained and supervised by the Contractor. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment.
3. Ensure supervision of maintenance and service personnel by providing at least semi annual inspections by Contractor's supervisory staff. The supervisor shall schedule the inspection with the Owner's representative.
4. Maintain the specifications of the equipment, notwithstanding any exceptions noted and agreed upon by both parties.
5. Provide computer generated traffic studies as may be deemed necessary from time to time at Owner's request.

The Contractor will provide routine and methodical examinations, adjustments and lubrication as required. If conditions warrant, the Contractor will repair or replace:

- Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, brake contact, linings and component parts.
- Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
- Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
- Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
- Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- Deflector or secondary sheave, bearings, car and counterweight guide rails, car and counterweight buffers, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, compensating chain, counterweight and counterweight guide shoes including rollers or gibs.

ELEVATOR MAINTENANCE SPECIFICATIONS

180 Howard

- Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.
- Seismic actuating and derailment devices, and collision switches.
- Fire related elevator controls.

The Contractor will also:

- Periodically examine all safety devices and governors, conduct annual no-load test, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Contractor will check the balance of the car, set the governor, and if required, calibrate and seal the governor at the proper tripping speed.
- Calibrate load weighing devices after annual and five year safety tests.
- Renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
- Repair or replace conductor cables and hoistway and machine room elevator wiring.
- Complete monthly Fire Fighters testing of both Phase I and Phase II.
- Furnish lubricants compounded to the manufacturer's rigid specifications.

The Contractor shall be required to perform Municipal and State Inspections, make corrections, and complete on-site certificates and submit Test Reports to the Owner for his use in filing and obtaining operating certificates.

The Contractor shall make other safety tests (fire service, derailment devices, seismic switches) recommended or directed by governmental authorities in force at the signing of this contract. Owner and Contractor shall schedule these tests at a mutually agreeable time. Contractor will provide Owner with a written report of the results of the tests. Any malfunctions, corrections, repairs or adjustments made will be included in the report. All tests will be conducted in accordance with prevailing code requirements.

Contractor shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities. Contractor still must provide replacement parts of a different design should they be unable to comply with SPARE PARTS INVENTORY. "The Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory."

ELEVATOR MAINTENANCE SPECIFICATIONS

180 Howard

Parts providing the same or greater performance standards as the original equipment may be used.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

1. Emergency lighting, bulbs, batteries, trickle charger and related wiring and components.
2. Systems and devices directly related to Elevator Communication such as; intercom system, master stations, speakers, latch-in system, emergency batteries wiring and components.
3. Fire Emergency Operation and elevator operating devices.
4. Emergency Power Operation and elevator operating devices.
5. All handicap devices.
6. All elevator related earthquake devices.

The Contractor shall maintain the original contract speed and the minimum performance standards listed below.

ELEVATOR	START TO STOP TIME	DOOR OPEN TIME	DOOR CLOSE TIME	LEVELING ACCURACY
Geared	5.5 sec.	1.8 sec.	2.8 sec.	3/8"
Gearless	5.0 sec.	1.8 sec.	2.8 sec.	3/8"
Hydraulic	10.0 sec.	2.5 sec.	3.5 sec.	3/8"

- "Start to Stop Time" is measured from the moment the car begins motion till the time it stops for a single floor run of between 12 and 14 feet.
- "Door Open Time" is measured from the fully closed door position to a fully open stopped position.
- "Door Close Time" is measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.
- "Leveling Accuracy" is measured from car sill to landing sill at a fully stopped position under all load conditions.
- "Rated Speed" shall be that noted in the Description of Equipment List and shall not vary by more than 5% regardless of direction or load.

The Contractor shall maintain:

- Smooth ride quality without swaying or vibration, smooth acceleration, deceleration, and stops, and accurate leveling operation;

ELEVATOR MAINTENANCE SPECIFICATIONS

180 Howard

- Positive and quiet door operations with rapid and smooth checking at limits of travel.

The following Elevator Group System Performance Characteristics shall be maintained.

- **INTERVAL:** The average time between the departure of cars from the Lobby floor during Up-Peak traffic shall be 26 - 28 seconds. The range of intervals shall be 10 - 40 seconds.
- **DOWN PEAK WAITS:** The average time from registration of a down hall call till the arrival of the elevator during Down-Peak traffic shall be 18 - 24 seconds. The range of waiting times shall be 10 - 40 seconds.
- **NORMAL WAITS:** The average time from registration of an up or down hall call till the arrival of the elevator during normal NON-PEAK traffic shall be 14 - 20 seconds. The range of waiting times shall be 10 - 20 seconds.
- **CARRYING CAPACITY:** Ability of the system to move people stated as a percentage of the group population handled in a five minute period shall be 14 - 17%. This shall be evidenced by the observation that not more than 12 persons shall remain in the Lobby upon the dispatch of an elevator during Up-Peak.

Exceptions to the above criteria shall not exceed 2%.

The above requirements are predicated on a maximum of 150 corridor calls registered during a five minute period with all cars in the rise in Group Operation.

EXCLUSIONS

The Contractor shall have no responsibility for the following items of elevator equipment

- Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirrors, carpets, finishes);
- Hoistway enclosure; hoistway gates, doors, frames and sills, main line disconnects or power supply feeders;
- Product of combustion detectors for fire recall
- Repairs necessitated by negligence or misuse of the equipment, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.
- New attachments recommended or directed by insurance companies or by any government authority.

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GENERAL COVERAGE

PARTS AND STORAGE

Contractor shall provide sufficient and suitable cabinets for the storage of replacement parts, tools, equipment, prints, drawings, manuals, lubricants, paints and solvents, and approved waste receptacles.

Contractor shall keep in each machine room sufficient stock of relays, contacts, switches, coils, fuses, springs, brushes, holders, lamps condensers, tubes, transformers, buss wires, operating buttons, cotton wipes and similarly required maintenance items.

Contractor shall retain in its warehouse parts accessible within 24 hours:

- Applicable generator bearings, brushes and holders, control switch contacts;
- Applicable door operator motors, door hangers, rollers, two door interlock assemblies, door protective device parts;
- Selector tapes, hoistway limit switches;
- Brake magnets, brake linings, control boards, applicable relays and coils, and solid state devices.

WIRING DIAGRAMS AND PRINTS

All wiring diagrams and prints are the property of the Owner. A complete set of wiring diagrams will be kept in cabinets in the respective machine rooms. Any changes made to the diagrams will be duly noted signifying the type of change, the date the change was made, and the name of the person making the change. Prints and diagrams will not be copied or removed without the written permission of the Owner.

SCHEDULES AND RECORDS

Contractor shall provide in each machine room a schedule of proposed maintenance. The schedule will conform to the manufacturer's requirements and reflect elevator type, such as geared, gearless and hydraulic, and will indicate frequency of adjustments, maintenance and lubrication procedures. Contractor shall also provide repair and call back records indicating reason for call back, repairs made, and status. Dates and initials of service technicians and repair personnel are required for all

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work. Schedules and records will be kept in the machine room and made available to the Owner at all times. Electronic maintenance records are permissible as long as the above requirements are met.

PERSONNEL

All service will be performed by personnel directly employed, trained and supervised by the Contractor. The Owner reserves the right to request the replacement of any personnel deemed by the Owner to be unsatisfactory.

HOURS OF SERVICE

Contractor shall perform all work during regular working hours of regular working days of the elevator trade unless otherwise specified.

Contractor shall provide emergency minor adjustment call back service during regular working hours on all elevators and escalators.

If overtime examinations, repairs or emergency minor adjustment call back service are not included in this agreement and are later requested, the Contractor will absorb the worked hours at single time rates and will be reimbursed by the Owner's representative for the overtime bonus hours only at regular hourly billing rates.

PERFORMANCE

The Contractor shall maintain the original contract speed in feet per minute and the original performance time as designed and installed by the manufacturer. Contractor shall adjust the equipment as required to maintain original door operating times, within the limits of the applicable codes. Contractor may be required by the Owner's Representative to revise performance and operating times.

CLEANING AND PAINTING

The Contractor shall, in the course of routine maintenance, clean all components and remove all dust, grease and debris from machine rooms, hoistways, car tops and pits. Such cleaning shall be performed not less than once every six months on all components and in all elevator equipment spaces.

The Contractor shall keep all equipment properly painted. All major components including controllers, machines, generators or motor drives, governors and buffers must be identified with appropriate car numbers. Municipal or state identification shall also be provided as applicable.

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Insulating compounds shall be applied to major electrical components, particularly motor armatures and field coils, not less than once during the initial term and once during subsequent terms of this agreement.

Machine room floors shall be painted not less than once every two years with high grade deck enamel.

Non-conductive mats shall be provided around and between all elevator controllers.

GROUP SUPERVISORY SYSTEM

The Contractor shall maintain group dispatching systems and perform tests to insure the proper operation of all functions and time settings. Contractor shall adjust the system as required so that the system performs as designed and installed by the manufacturer. Contractor may be required to adjust system settings per Owner's representative.

PATENTS

Contractor further agrees to protect, indemnify and save the Owner from harm and against all claims, demands and causes of action of every kind and character arising on account of any patented or unpatented invention, process, article, device, appliance or system software manufactured or used in the performance of the contract maintenance, including its use by the Owner and including all cost associated with the defense of suits brought specifically or jointly against the Owner.

INDEPENDENT MAINTENANCE SURVEY

The Owner may elect to utilize the services of an independent elevator consultant to provide a maintenance evaluation of the equipment. If areas of non-compliance with this agreement exist, the Contractor, after being duly notified, shall respond in writing and begin corrective procedures of non-compliance items within thirty days.

The Owner may solicit competitive bids to remedy non-compliance issues and deduct the cost of said remedy from money owed to the Contractor.

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PARTIAL OCCUPANCY PROVISION:

If there is less than normal occupancy in the building a monthly discount will be provided based on the following table:

<u>OCCUPANCY*</u>	<u>DISCOUNT</u>
Below 24.9%	40%
25% to 34.9%	35%
35% to 44.9%	30%
45% to 54.9%	20%
55% to 64.9%	15%
65% to 79.9%	10%
80% to 120%	0%

*Occupancy shall be based on actual building population versus design population of 200 sq. ft./person based on a total building net rentable area of _____ sq. ft.

The discount shall be adjusted at the beginning of each calendar year based on the previous year end building population.