



November 14, 2013

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT: AWARD A CONTRACT TO KONE, INC. AND THYSSENKRUPP
ELEVATOR AMERICAS FOR ELEVATOR MAINTENANCE AND
REPAIR, REQUEST FOR QUOTATION NO. 901121;
AMOUNT: \$1,000,000**

RECOMMENDATION:

- A. Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901121, Procurement Contract No. 9617, with Kone, Inc. (Principal: Don Schellenberg; Location: San Leandro) for elevator maintenance and repair services, for the term of 12/01/13 – 11/30/16, in the amount of \$465,960.
- B. Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901121, Procurement Contract No. 9618, with ThyssenKrupp Elevator Americas, (Principal: Brandon Fosson; Location: San Leandro) for elevator maintenance and repair services, for the term of 12/01/13 – 11/30/16, in the amount of \$197,568.
- C. Approve an additional \$336,472 for non-routine maintenance work allowance for parts and minor upgrades and emergency repairs for the term of the contract to be distributed between vendors.

DISCUSSION/SUMMARY:

General Services Agency (GSA) Building Maintenance Department (BMD) requires maintenance and repair services for approximately 82 elevators in 29 buildings owned or maintained by Alameda County. Services include Preventive Maintenance Agreements (PMA) for monthly maintenance inspections and service calls, elevator Phone Monitoring Maintenance Agreements (PMMA), and State required elevator tests. Preventive maintenance varies based on the age, type, usage, and condition of an elevator. Contractors

were required to submit a bid per building. Each contractor's preventive maintenance contract is for a fixed monthly cost for each awarded building. Additionally, each contractor will provide 24 hour, 7 days per week emergency response services and repairs, as well as non-routine work as requested for the elevators under their contract. Since non-routine and emergency repairs are unpredictable and varies by elevator, a separate work allowance authorization is being requested to be managed by BMD as required. The amounts requested for each vendor includes load and fire testing required by the State.

SELECTION CRITERIA/PROCESS:

The GSA BMD worked with GSA Purchasing to develop and issue a Request for Interest (RFI). The RFI was released April 19, 2013 to approximately 2,713 subscribers to GSA Goods and Services – Current Contract Opportunities mailing services via E-Gov, including certified Small Local Emerging Businesses (SLEB) and emailed to two additional vendors. The RFI was posted on the GSA Current Contracting Opportunities website for approximately 27 days and resulted in three responses. Subsequently, a Request for Quotation (RFQ) was issued on May 16, 2013; posted on the website for 77 days; sent to the three responders and 2,717 subscribers to the E-Gov Goods Services – Current Contract Opportunities mailing service. Site visits and two networking/bidders conferences were held and were attended by five vendors. On July 31, 2013, four bids to the RFQ were received.

The RFQ stated that contracts would be awarded per building to the lowest priced qualified bidder. Kone, Inc., a local business, will service 52 elevators in 16 County buildings. ThyssenKrupp Elevator Americas, a local business, will service 30 elevators in 13 County buildings. Both bidders have favorable references.

The elevator maintenance repair and services will only be performed by qualified technicians. There are no certified SLEBs providing the services and no SLEB subcontracting opportunities were available. Therefore, a waiver was granted by the Office of Acquisition Policy (OAP) for each of the vendors: Kone, Inc., SLEB Waiver No. 2837 dated October 21, 2013; and ThyssenKrupp Elevator Americas, SLEB Waiver No. 2838 dated October 21, 2013.

EVALUATION SUMMARY

Vendor	Location	Certified Local, Small or Emerging	Three-Year Bid Amount
<i>Kone, Inc.</i>	<i>San Leandro, CA</i>	<i>N</i>	<i>\$351,684</i>
<i>ThyssenKrupp Elevator Americas</i>	<i>San Leandro, CA</i>	<i>N</i>	<i>\$351,168</i>
<i>Star Elevator Inc.</i>	<i>San Carlos, CA</i>	<i>N</i>	<i>\$800,345</i>
<i>OTIS Elevator Co.</i>	<i>Oakland, CA</i>	<i>N</i>	<i>\$930,924</i>

FUNDING:

Appropriations for this contract are included in the GSA BMD FY 2013-14 Approved Budget, and will be requested in subsequent years. There will be no increase in net County cost.

Respectfully submitted,



Aki K. Nakao
Director, General Services Agency

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Attachment

cc: Susan S. Muranishi, County Administrator
Patrick J. O'Connell, Auditor-Controller
Donna R. Ziegler, County Counsel

ATTACHMENT

ELEVATOR MAINTENANCE AND REPAIR
 REQUEST FOR QUOTATION NO. 901121
 December 1, 2013 – November 30, 2016

Vendor	Location	Estimated Dollar Value of Contract
Kone, Inc.	15021 Wicks Boulevard San Leandro, CA 94577	\$465,960
ThyssenKrupp Elevator Americas	14400 Catalina Road, San Leandro, CA 94577	\$197,568

Additional \$336,472 for non-routine maintenance work allowance for parts and minor upgrades and emergency repairs for the term of the contract to be distributed between vendors.

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2013, is by and between the County of Alameda, hereinafter referred to as the “County”, and Kone, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain elevator maintenance and repair services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Elevator Maintenance and Repair Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Contractors Qualifications and Specific Requirements
- Exhibit A-2 Description of Services
- Exhibit A-3 Deliverables/Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2013 through November 30, 2016.

The compensation payable to Contractor hereunder shall not exceed four hundred twenty one thousand eight hundred dollars (\$465,960) for the term of this Agreement.

In addition to the routine maintenance to be performed under this agreement, the need for non-routine repairs, minor upgrades, and parts may arise. An additional ‘not to exceed’ \$324,592 has been allocated for non-routine maintenance repair, minor upgrades, and parts for all County elevators. A portion of this allotment may be allocated as needed, however the total allocated between all Contractors servicing County elevators is not to exceed the total amount of \$324,592 for the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

KONE, INC.

By: _____
Signature

By: _____
Signature

Name: John Glann
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Entire paragraph applies only to the extent such bodily injury or property damage was caused by the negligence of this Contractor, and not to the extent caused by others.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
General Services Agency
Building Maintenance Department
1401 Lakeside Drive, 6th Fl.,
Oakland, CA 94612
Attn: Debbie Bender, (510) 667-3047

To Contractor: Kone, Inc.
15021 Wicks Blvd.,
San Leandro, CA 94577

Attn: Don Schellenberg, (925) 895-3947

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its elevator maintenance and repair services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**
Contractor has been approved by County to participate in contract without SLEB participation (SLEB waiver #2837). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
 35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
 36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide elevator maintenance and repair with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Contractor's Qualifications and Specific Requirements

Exhibit A-2 Description of Services

Exhibit A-3 Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901121, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Don Schellenberg – Account Manager

Donovan McKeever – Service Supervisor

Cliff Woo – Service Technician

Jeremy Paskevich – Service Technician

Jennifer Sutton – Service Supervisor Assistant

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

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EXHIBIT A-1

CONTRACTORS QUALIFICATIONS AND SPECIFIC REQUIREMENTS

1. Contractors Qualifications
 - a. Contractor is regularly and continuously engaged in the business in servicing elevators and escalators for at least five (5) years.
 - b. Contractor's repair personnel are certified by the State of California as an elevator Certified Competent Conveyance Mechanic (CCCM).
 - c. Contractor's repair personnel are licensed journeymen elevator/escalator mechanics who are in compliance with all governing laws and regulations regarding elevator maintenance;
 - d. Contractor will provide competent, licensed, and qualified service people on site, in a timely manner, fully equipped with all tools and parts necessary to maintain and repair the specified unit(s).
 - e. Contractor will be able to respond to emergencies by having a service person on-site within thirty (30) minutes for a stuck, occupied elevator, or within two (2) hours for an unoccupied elevator during normal business hours, after receiving a request.
 - f. Contractor possesses all permits, licenses and professional credentials necessary to supply product and perform services as specified under this contract. Refer to ATTACHMENT B-6, photocopies of licenses.
2. Specific Requirements
 - a. Elevator Preventive Maintenance
 - (1) Refer to ATTACHMENT B-1, a Comprehensive Maintenance Schedule for Elevator Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) for each location. The schedule includes a schedule routine inspection, frequency of the inspection and the details of the work to be done during the inspection.
 - (2) Maintenance visit for each location should not be less than one hour.
 - (3) Refer to ATTACHMENT B-2, a Preventive Maintenance Agreement (PMA) and shall include a comprehensive list of all parts, services and remote diagnostics that are **included** in the PMA and PMMA at **no**

additional charge to the County, indicating how often these diagnoses are performed, and the checkpoints that will be inspected.

- (4) Refer to Exhibit B Bid Form, Section A through C, monthly rate for Year One, Year Two, and Year Three. Rates include all preventive maintenance services as specified in the Contractor's Standard Preventative Maintenance Agreement (SPMA) and cost of the five year load test per traction and hydraulic elevators and cost of fire recall testing.
- (5) Refer to ATTACHMENT B-3, a comprehensive description of additional programs, services, and parts **not included** in a PMA and PMMA being quoted for the elevator cars, machine rooms, elevator pits, and communication systems. This list includes how often these diagnoses are performed. Contractor will not add additional services, diagnostics or parts to the list of those not included in the PMA and PMMA.
- (6) All rates quoted include travel time and mileage. No additional charges for travel, time or mileage will be acknowledged or paid for by the County.
- (7) After any emergency or regular repair, contractor will immediately call the assigned GSA-BMD Shop Supervisor to notify of the status of repair.
- (8) Contractor and their employees must successfully pass the Alameda County Sheriff's Office (ACSO) Site Security Clearance prior to performing any work in ACSO detention facilities. This is an individual clearance. Once obtained, this clearance must be renewed on an annual basis by attending a mandatory 8- hour training class for all site-cleared personnel. The ID Badge issued by ACSO must also be worn above the waist at all times while within any ACSO detention facility.
- (9) The GSA-BMD will be asking the Alameda County Sheriff's Office (ACSO) to issue civilian ID badges to each qualified elevator technician. Unless otherwise pulled, these ID badges will stay with the technician for the life of this contract; self-renewing on an annual basis. Contractor technicians will show these badges at the gate or other passage point and will then check in with staff at the GSA-BMD Combined shop, which is on-site at each of the detention facility locations. It will therefore not be required for elevator technicians to check in at the gate each time they come to perform work. The contractor is responsible for informing GSA – BMD in writing of any lost/stolen badges and employees who are no longer within their employee within 24 hours of the occurrence.

- (10) Contractor will maintain an on-site log containing the day, date, time, printed name, and written signature of the service person for all units and all site visits. Refer to ATTACHMENT B-7, sample log.
- (11) The elevators will be maintained in accordance with the manufacturer's recommendations and must conform to the most recent adopted edition of the following codes:
 - (a) ANSI/ASME, A17, the American National Standard Safety Code for Elevators and Escalators.
 - (b) California Code of Regulations, Title 8, Elevator Safety Orders.
 - (c) All other laws, regulations, codes rules and procedures, etc.
- (12) The Contractor will provide all labor, supervision, tools, equipment, materials (except as specified) and transportation:
 - (a) Perform maintenance services visits to examine, maintain, adjust, and lubricate all components.
 - (b) Perform all fire-related inspections, code-mandated safety/mechanical inspections and tests (including "call out" phone testing) on all specified equipment.
 - (c) Replace all worn and defective consumable parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.
- (13) Equipment Performance

At a minimum, the elevators will be adjusted to meet the following performance standards and will be maintained using these standards for the term of the agreement.

 - (a) Floor-to-floor time will be measured from the time a car leaves a floor, travels one floor up or down, and the doors are $\frac{3}{4}$ open.
 - (b) Door times will be in accordance with current standards.
 - (c) Leveling accuracy under load conditions will be $\pm \frac{3}{8}$ of an inch.

- (d) Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. Elevator and door operation will be quiet. Stop made under operation of Emergency Stop Switch will be more rapid than a routine stop, but not violent.
 - (e) Door pressure will be maintained below 30 pounds in closing.
- (14) Notification to County and Service Records
- (a) The bidder must notify the assigned General Services Agency-Building Maintenance Department (GSA-BMD) Shop Supervisor on the elevator site/building 24 hours before coming on site to perform any work.
 - (b) The bidder must keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment and listing all tasked completed in that visit.
 - (c) The bidder must notify the assigned GSA-BMD Supervisor any lapse on “Permits to Operate an Elevator” and any additional annual tests required by ANSI/ASME A17 for the elevators included in the contract.
 - (d) The bidder must maintain a history of inspection performed by the Contractor and the State for all equipment in the contract.
 - (e) Any condition found affecting the immediate safety of the passengers or elevator equipment must be reported immediately. Within 12 hours, a written report clearly listing the defects found and the action recommended must be emailed to the assigned GSA-BMD Shop Supervisor.
- (15) The Contractor shall not be responsible for:
- (a) Rebuilding or replacement of major elevator components, such as elevator machines, motor-generator sets and ropes.
 - (b) New construction or modification of existing elevator equipment.
 - (c) Repair of damage caused by fire, flood or other disaster.

b. Phone Monitoring and Maintenance

- (1) Phone monitoring and maintenance includes inspection and service is included as part of the elevator PMA.
- (2) Telephone Monitoring:
 - (a) 24-hour monitoring of all elevator telephones.
 - (b) Verbal acknowledgement within 10 minutes.
 - (c) Regularly testing that the phones in the elevator works by making an outgoing call to the appropriate party and confirming a response during routine monthly maintenance.
 - (d) Documenting the tests results and agreeing to report failed calls to GSA-BMD immediately (even if it is the vendor's job to get the phone fixed and they do it, GSA-BMD should be notified on what elevators have a non-working phones).
- (3) Doing an initial survey of all elevators to document the phone numbers on elevator phones, how each elevator phone dials out and where the calls go to when someone needs help. (Answering service, automatic dialer etc.) Forwarding said document in MS Excel format to GSA-BMD within the first 30 days of the newly executed contract.

c. Service Hours and Service Rates

- (1) A single unscheduled service response shall include all visits to a site from the time a unit is taken out-of-service until service resumes. Bidder shall provide unscheduled service responses in addition to routine scheduled preventive maintenance visits. Bidder shall specify the annual number of unscheduled service responses, included per site in the PMA at no additional cost, as ATTACHMENT B-5, **Annual Service of Unscheduled Services Responses, included in PMA at no additional cost.**
- (2) Refer to Exhibit B, Payment Terms, Item "F", **Urgent Hourly Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled service for an unoccupied elevator during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m.

- (3) Refer to Exhibit B, Payment Terms, Item “**G**”, **Urgent Hourly Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled service for an unoccupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (4) Refer to Exhibit B, Payment Terms, Item “**H**”, **Emergency Hourly Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled service for an occupied elevator during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m.
- (5) Refer to Exhibit B, Payment Terms, Item “**I**”, **Emergency Hourly Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled service for an occupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (6) Refer to Exhibit B, Payment Terms, Item “**J**”, **Hourly Repair Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled repair service for an unoccupied elevator during the hours on Monday through Friday from 8:00 a.m. - 5:00 p.m.
- (7) Refer to Exhibit B, Payment Terms, Item “**K**”, **Hourly Repair Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled repair service for an unoccupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (8) Refer to Exhibit B, Payment Terms, Item “**L**”, **Hourly Rate: Weekends and Holidays** a rate of pay that applies to service hours on weekends and holidays, beginning at 5:00 p.m. the last business day and ending at 8:00 a.m. the following business day.

d. Required Response and Repair Times

Contractor will respond by having a service person on site within the following required response times, after receiving a service request:

- (1) Emergency response time for an occupied, non-operable elevator will be within thirty (30) minutes.
- (2) Urgent response time for an unoccupied, non-operable elevator will be within two (2) hours.
- (3) Response time for repairs, to complete the repair if possible or begin repair process will be within twenty-four (24) hours of notification.

e. Holidays

- (1) Refer to ATTCHMENT B-4, County Holidays as follows: New Year's Day, Martin Luther King Jr's Birthday, Lincoln's and Washington's Birthdays, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- (2) Holiday rates begin at 5:00 p.m. on the last business day and end at 8:00 a.m. on the following business day.

f. Materials and Parts

Refer to Exhibit B, Payment Terms, Item 34, the percentage over Bidder's cost the County shall pay for materials and parts not routinely covered by the PMA and PMMA.

EXHIBIT A-2

DESCRIPTION OF SERVICES

1. Refer to Exhibit B-2 for the description of services.
2. Required response times - Contractor is committed to comply with the specified times.
3. Contractors Quality Assurance Program will meet or exceed the expectation of the County thru the following methods:
 - a. One of the agenda in the Weekly Supervisors Meeting is to discuss the "sick lifts" utilizing Exception Reporting. A lists of units with repeat or excessive service callouts is generated for review and action. The logout service callouts allow the supervisors to run the Sick Lift Report.
 - b. Exception Reporting allows the frontline supervision and management to identify and take action on deviations between reported service and planned service.
 - c. Safety Locator application allows frontline supervision and management to identify deviations between reported work and actual work. The reporting graph compares time on-site vs. the acquired geo-position information of the filed technician. Red lines represent the technical location relative to the site, and with the exception travel, should be within the established accuracy threshold.
 - d. End User Safety program. The cornerstone of the policy is an equipment and service process audit regimen that touches the technician, direct supervision and field leadership as well.
 - e. Contractor's supervisors are required to perform twenty equipment audits and process audits to ensure that all field technicians are maintain the equipment to Contractors and customer standards.
 - f. Kone Maintenance Method (KMM). The Kone Maintenance Methods program is designed to deliver performance and maintenance quality. Kone defines quality within the following standards:
 - (1) Safe
 - (2) Functionally correct
 - (3) Properly lubricated
 - (4) Clean, neat and organized
 - (5) Customer acceptable

To deliver performance and maintenance quality, Contractor must provide the correct maintenance at the correct interval.

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EXHIBIT A-3

DELIVERABLES/REPORTS

1. Contractor will provide copies of all relevant certifications held for both the company and any individuals expected to perform the services requested herein upon request.
2. Contractor will maintain and provide, upon request, annual logs showing the amount of downtime accrued for each County unit commencing from the start date of any contract which may be entered into as a result of this contract.
3. Contractor will provide a quarterly report of all maintenance performed per unit.
4. Contractor will include elevator ID number, address of the elevator, work completed and/or recommendations on all reports and payments (invoice) request submitted to the County.

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EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and signed acceptance of the following services listed below, using its best efforts to pay within thirty (30) days, upon receipt of invoice.
2. Invoices will be approved by the County, General Services Agency, Building Maintenance Dept.
3. Total payment under the terms of this Agreement will not exceed the total amount of _____ . This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

Master Contract No. 901121, Procurement Contract No. 9617

	Location	Description (Brand/Use/Model/Mode)	Unit CA ID#	(A) Number of Annual Service Response Requested	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year One (12/01/13 – 11/30/14) Monthly Cost</u>	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two (12/01/14 – 11/30/15) Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three (12/01/15 – 11/30/16) Monthly Cost</u>
1	Lakeside Plaza 1401 Lakeside Dr., Oakland 94612	Four (4) U.S. Elevator passenger elevators (three (3) overhead traction, one (1) hydraulic)	076691, 076692, 076693, 076694	12	\$491	\$506	\$521
2	Superior Court Rene C. Davidson Courthouse 1225 Fallon St., Oakland 94612	Four (4) Otis passenger traction elevators and one (1) Otis inmate traction elevator	021530, 021526, 021527, 021528, 021529	12	\$705	\$726	\$748
3	County Administration Building 1221 Oak St., Oakland 94612	Three (3) Otis Passenger elevators, one (1) Tax elevator, and one (1) San Francisco Elevator Co. sidewalk freight elevator	038383, 039433, 039434, 039436, 055868	12	\$435	\$448	\$462
5	Jackson Bldg. 1111 Jackson St., Oakland 94607	Three (3) Otis Traction passenger elevators (one rated for freight as well)	124601, 124602, 124603	12	\$455	\$469	\$483
6	Alco Park Garage 165 13 th St. Oakland 94612	Two (2) US Elevator geared traction passenger elevators	039089, 039088	12	\$290	\$299	\$308
8	Family Support Services 393 13 th St., Oakland 94612	Two (2) Otis geared traction passenger elevators	028423, 028424	12	\$290	\$299	\$308

Master Contract No. 901121, Procurement Contract No. 9617

	Location	Description (Brand/Use/Model/Model)	Unit CA ID#	(A) Number of Monthly Service Response Required	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year One</u> (12/01/13 – 11/30/14) <u>Monthly Cost</u>	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two</u> (12/01/14 – 11/30/15) <u>Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
14	Public Works 399 Elmhurst, Hayward 94544	One (1) Independent hydraulic passenger elevator and one (1) 3-Stop Minnesota Hydraulic Elevator	043226, 129391	12	\$152	\$157	\$162
17	Eden Township Station 15001 Foothill Boulevard, San Leandro 94578	One (1) Otis overhead traction passenger elevator	029204	12	\$165	\$170	\$175
19	Social Services 2000 San Pablo Ave., Oakland 94612	Four (4) Otis Traction Passenger elevators	124456, 124457, 124458, 124459	12	\$580	\$597	\$615
20	Social Services 630 Thomas L Berkeley Way, Oakland 94612	One (1) National hydraulic elevator (located in the garage behind the bldg. of 2000 San Pablo Ave)	137639	12	\$81	\$83	\$85

Master Contract No. 901121, Procurement Contract No. 9617

	Location	Description (Brand/Use/Model/Model)	Unit CA ID#	(A) Number of Annual Service Response Requested	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year One</u> (12/01/13 – 11/30/14) <u>Monthly Cost</u>	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two</u> (12/01/14 – 11/30/15) <u>Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
21	Glenn E Dyer Jail 550 Sixth St., Oakland 94607	Six (6) Otis passenger elevators (four (4) electric and two (2) hydraulic), one (1) Otis hydraulic freight elevator, and one (1) Otis dumbwaiter	073781, 073782, 073783, 073784, 073785, 073786, 073787, 073788	12	\$970	\$999	\$1,029
22	Health Care Services 499 5th St., Oakland 94607	Two (2) Montgomery electric passenger elevators	034465, 034466	12	\$290	\$299	\$308
23	Parking Garage 585 7th St., Oakland 94607	Three (3) Dover electric passenger elevators	073923, 073956, 073957	12	\$415	\$427	\$440
24	Berkeley Bldg., 2015 Shattuck Ave., Berkeley 94704	Two (2) Traction Passenger elevators	073756, 073757	12	\$320	\$330	\$340

	Location	Description (Brand/use/Model/Mode)	Unit CA ID#	(A) Number of Annual Service Response Requested	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year One</u> (12/01/13 – 11/30/14) <u>Monthly Cost</u>	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two</u> (12/01/14 – 11/30/15) <u>Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
25	Probation Headquarters 400 Broadway, Oakland 94607	Four (4) Dover Passenger elevators (three (3) electric traction, one (1) hydraulic) and two (2) dumbwaiters	043201, 043202, 043204, 030581, 030582, 043203	12	\$525	\$541	\$557
26	Social Services 401 Broadway, Oakland 94607	Two (2) Otis electric passenger elevators and one (1) Otis hydraulic freight elevator	037070, 037250, 037225	12	\$386	\$398	\$410

Master Contract No. 901121, Procurement Contract No. 9617

Note:

Please see below start date of the contract for Ashland Youth Center

	Location	Description (Brand/use/Model/Mode)	Unit CA ID#	(A) Number of Annual Service Response Requested	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two</u> (03/01/15 – 11/30/15) <u>Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
18	Ashland Youth Center 16335 E. 14 th St., San Leandro 94578	One (1) Schindler hydraulic elevators	163652, 145366	12	\$157	\$162
					<u>Year Two</u> (04/01/15 – 11/30/15) <u>Monthly Cost</u>	<u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
18	Ashland Youth Center 16335 E. 14 th St., San Leandro 94578	One (1) Schindler hydraulic elevators	163652,	12	\$157	\$162

HOURLY RATES FOR URGENT RESPONSE, EMERGENCY RESPONSE, AND REPAIRS							
		YEAR 1		YEAR 2		Year 3	
		Mechanic	Team	Mechanic	Team	Mechanic	Team
F	Hourly Rate: Urgent Response Monday - Friday 8:00 a.m. – 5:00 p.m.	\$315	\$575	\$330	\$605	\$345	\$635
G	Hourly Rate: Urgent Response Monday -Friday 5:00 p.m. – 8:00 a.m.	\$530	\$970	\$555	\$1,020	\$580	\$1,070
H	Hourly Rate: Emergency Response Mon-Friday 8:00 a.m. – 5:00 p.m.	\$315	\$575	\$330	\$605	\$345	\$635
I	Hourly Rate: Emergency Response Monday-Friday 5:00 p.m. – 8:00 a.m.	\$530	\$970	\$555	\$1,020	\$580	\$1,070
J	Hourly Rate: Repairs Monday-Friday 8:00 a.m. – 5:00 p.m.	\$315	\$575	\$330	\$605	\$345	\$635
K	Hourly Rate: Repairs Monday-Friday 5:00 p.m. – 8:00 a.m.	\$530	\$970	\$555	\$1,020	\$580	\$1,070
L	Hourly Rate: Week-ends and Holidays New Year’s Day, Martin Luther King Jr’s, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day,	\$630	\$1,050	\$660	\$1,210	\$690	\$1,270

Master Contract No. 901121, Procurement Contract No. 9617

	Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day						
31	Cost of a five (5) year load test per traction elevator once during the life of the contract: \$2,500						
32	Cost of a five (5) year load test per hydraulic elevator during the life of the contract: \$ 1,700						
33	Cost of Fire Recall Testing as per elevator as prescribed by the State of California as part of the Preliminary orders for permitting. \$ 330 per year.						
34	Percentage (%) over Bidder's cost the County shall pay for materials and parts not routinely covered by the PMA and/or PMMA: 20%						

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EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- Does not have a proposed debarment pending; and**
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: KONE, INC.

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

ATTACHMENT B-1

Comprehensive Maintenance Schedule for Elevator Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA)

Preventative Maintenance - Module Descriptions

Abbreviation	Module Name	Description
B	Basic	Ride Quality, Stopping Accuracy, Door Operation, Door Edge Protection, Examine Pit, Car Top and Hoistway, Machine Room, Hoistway Interlock, Phone Monitoring
S	Shaft	Car Top Equipment, Junction Boxes, Troughs, Rollers, Rails, Counterweights and Sheaves, Directional Limit Switch and Final Limit Switches, Fascia Panels, Car Safety, Hoist Ropes and Compensating Ropes, Rope Shackles, Buffers
M	Machinery	Machine, Drive Sheave, Bearings, Grooves, Machine Roller and Ball Bearings, Gear Case Oil, Worm Gears, Worm Shaft packing Gland, Bearing Housing, Tachometer, Generators, Armature, Brushes, Brush Rigging, Brush, Length, Brush Pigtails, Brush Holders, Brush Spring Tension, Brakes, Brake Pins, Brake Linings, Couplings, Pulley Surface, Governor Rope, Traction Sheave Grooves
C	Control Panel	Switches/Contacts, Residual Guards and Shading Coils, Pivot Points or Pins, Fuses, Safety Circuits, Relay Contacts, Coil Armature, Controller, Fuses, Contactors
Z	Signals	Hall Fixtures, Face Plates, Fastening Screws, Buttons and Key Switches, Indicator Lamps, Audible Devices, Car Emergency Lights
D	Door Operator	Car Door Operator, Electrical Components, Circuit Boards, Door Operator Fasteners, Door Open and Close Speeds, Gear Backlash, Belts, Motor Brushes, Belt Tension, Retiring Cams, Gate Switch, Hoistway Door Interlocks, Photocell, Clutch, Clutch Vanes, Cams, Microswitches, Door Close Limit
L	Landing Doors	Shorting Bars, Interlock Case, Electrical Connections, Door Hangers, Up Thrust Roller, Door Relating Cables, Door Sheaves, Door Closers, Pick Up Rollers and Lift Rod, Hanger Sheaves, Sills, Zone Switches, Retiring Cam
MX	MX Brake Check	Brakes, Brake pines, cores, linings, pivots, flexible couplings, pully surface, brake switch
ST	Standards	Ride Quality, Doors & Door Operation, COP, Cab Side Exit Panels, Car Tops, Fascia, Travel cables, Pit Equipment, Machine Room

Equipment number: Hydro Passenger Relay Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection				x			x			x		
Basic Module	x											
Shaft Module				x								
Landing door Module							x					
Door Operator Module				x								
Control panel Module										x		
Machine Module										x		
Signalisation Module	x											
Fire Service Module (if equipped)	x	x	x	x	x	x	x	x	x	x	x	x

Equipment number: Hydro Passenger Solid State Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection				x			x			x		
Basic Inspection												
Basic Module	x											
Shaft Module				x								
Landing door Module							x					
Door Operator Module				x								
Control panel Module										x		
Machine Module										x		
Signalisation Module	x											
Fire Service Module (if equipped)	x	x	x	x	x	x	x	x	x	x	x	x

Equipment number: Hydro Freight Relay Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection				x			x			x		
Basic Inspection												
Basic Module	x											
Shaft Module				x								
Landing door Module							x					
Door Operator Module				x								
Control panel Module										x		
Machine Module										x		
Signalisation Module	x											
Fire Service Module (if equipped)	x	x	x	x	x	x	x	x	x	x	x	x

Equipment number: Geared Traction Passenger Relay Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection		x	x	x	x	x	x	x	x	x	x	x
Basic Module	x											
Shaft Module			x									
Landing door Module					x							

Door Operator Module								X					
Control panel Module										X			
Machine Module										X			
Signalisation Module												X	
Fire Service Module (if equipped)	X	X	X	X	X	X	X	X	X	X	X	X	X

Equipment number: Geared Traction Passenger Solid State Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection			X		X		X		X		X	
Basic Inspection												
Basic Module	X											
Shaft Module			X									
Landing door Module					X							
Door Operator Module							X					
Control panel Module									X			
Machine Module									X			
Signalisation Module											X	
Fire Service Module (if equipped)	X	X	X	X	X	X	X	X	X	X	X	X

Equipment number: Gearless Traction Passenger Relay Control

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Basic Module	X											
Shaft Module			X									
Landing door Module					X							
Door Operator Module							X					
Control panel Module									X			
Machine Module									X			
Signalisation Module											X	
Fire Service Module (if equipped)	X	X	X	X	X	X	X	X	X	X	X	X

Equipment number: Wheelchair I

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection	X			X			X			X		

Equipment number: Dumbwaiter

	VISITING MONTH											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Basic Inspection	X			X			X			X		

ATTACHMENT B-2
Preventative Maintenance Agreement

Purchaser ("Purchaser"):

County of Alameda
1401 Lakeside Dr, Suite 907
Oakland, CA 94612

Service Location ("Premises"):

County of Alameda
Various Locations

KONE Inc. ("KONE")

San Francisco
15021 Wicks Boulevard
San Leandro, CA 94577

KONE Agreement for Vertical Transportation
("Agreement")

County of Alameda
(Signature of Authorized Representative)

(Print Name)
Title
Date

Respectfully submitted,
Don Schellenberg
KONE Inc.
(Approved by) Authorized Representative

Title
Date

EQUIPMENT DESCRIPTION ('Equipment')

See Exhibit B for List of Equipment

TENDER DATE: _____
12/01/2013

EFFECTIVE DATE:

PRICE

See Exhibit B for Pricing

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

For components not listed below, if KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature.

RELAY LOGIC CONTROL SYSTEM

Only controller relays, contacts, coils and shunts.

MICROPROCESSOR CONTROL SYSTEM

Only controller relays, contacts, coils and shunts. This excludes drives and circuit boards.

HYDRAULIC SYSTEM ACCESSORIES

Jack packing, hydraulic fluid

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

RAILS AND GUIDES

Guide shoe gibs, and rollers.

DOOR EQUIPMENT

Hoistway and car door hangers, hoistway and car door contacts, hoistway door interlock contacts, door gibs, and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators. Re-lamping of signal fixtures is included only during KONE's

maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

~~In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.~~

~~If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.~~

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of

government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

Repair or replacement of major elevator components, such as elevator machines, motor-generator sets and ropes, new construction or modification of existing elevator equipment, repair of damage caused by fire, flood or other disaster. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data

related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE ~~or its subcontractors, if any~~. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement,

Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re- work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. This Agreement ~~will thereafter automatically~~ has the option to renew for successive terms of TWO (2) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent TWO (2) year term. ~~by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.~~

~~If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.~~

CANCELLATION

~~If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with~~

~~the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

ASSIGNMENT

~~Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.~~

PAYMENT TERMS

~~Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1-1/2%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

SUSPENSION OF SERVICE

~~If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.~~

~~Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.~~

~~If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.~~

~~Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.~~

TAXES

~~Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.~~

INDEMNIFICATION

~~To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.~~

LIMITATION OF LIABILITY

~~Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.~~

~~In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.~~

~~Purchaser will name KONE as an additional insured in its insurance policy.~~

~~Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.~~

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared),

civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

PROPERTY RIGHTS

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement.

Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect.

Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of

default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A 17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

Purchaser will pay KONE a one-time activation fee of \$ 0.00. Purchaser will also pay a service fee of \$0.00 per annual installment.

The price is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	

Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

ATTACHMENT B-3

Parts and Services

Contractor will not add additional services, diagnostics, or parts to the list of those not included in the Preventative Maintenance Agreement and Phone Monitoring and Maintenance Agreement.

ATTACHMENT B-4
List of Holidays

There are not additional holidays to add.

ATTACHMENT B-5
Annual Number of Unscheduled Service Responses

Contractor will include zero (0) service responses. All service responses will be invoiced.

ATTACHMENT B-6
Photocopies of Certifications and/or Licenses

Licenses of:

- a) General Certificate: State of CA – Certified Qualified Conveyance Company
- b) Certificate: State of CA – Contractors State License Board
- c) License: State of CA – Contractors State License Board
- d) Seller's Permit: California State board of Equalization

ATTACHMENT B-7
Sample of PMA Inspection Log



Service Record

Customer Name _____

KONE Service Office _____

24 hr. Service Telephone Number 877-276-8691

Site Identification _____

Site Location _____

Contract Number _____ Unit ID _____

Date this guide Started ___ / ___ / ___ CB Code _____

Special instructions for servicing, or checking in and out of building:



Service Record

Contract Number _____ Building Name _____ Date _____
 Equipment I.D. _____ Location _____

Date									
Service Task									
By									
Date									
Service Task									
By									
Date									
Service Task									
By									
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Service Task									
By									

WF-SEB-0029 (9/2003)



Service Record

SAFETY TESTS	
Complete Form 1657	Next due date / /

CALLBACKS, REPAIRS AND OTHER ACTIVITIES				
Date	Time	C/O Code	Action Taken	Initials

Enter Hoistway Landings & Date Serviced *										
01		11		21		31		41		51
02		12		22		32		42		52
03		13		23		33		43		53
04		14		24		34		44		54
05		15		25		35		45		55
06		16		26		36		46		56
07		17		27		37		47		57
08		18		28		38		48		58
09		19		29		39		49		59
10		20		30		40		50		60

* For rear openings, insert "R" and date serviced



Service Record – Oil Use Log

DATE	AMT ADDED	OIL LEVEL IN TANK	VISUAL LEAKAGE YES/NO	INITIALS

WF-SEB-0029 (9/2003)

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2013, is by and between the County of Alameda, hereinafter referred to as the “County”, and ThyssenKrupp Elevator Americas hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain elevator maintenance and repair services which are more fully described in Exhibit A hereto (Description of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide elevator maintenance and repair services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Contractors Qualifications and Specific Requirements
- Exhibit A-2 Description of Services
- Exhibit A-3 Deliverables/Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2013 through November 30, 2016.

The compensation payable to Contractor hereunder shall not exceed one hundred ninety seven thousand five hundred sixty eight (\$197,568) for the term of this Agreement.

In addition to the routine maintenance to be performed under this agreement, the need for non-routine repairs, minor upgrades, and parts may arise. An additional ‘not to exceed’ three hundred thirty six thousand four hundred seventy dollars (\$336,472) has been allocated for non-routine maintenance repair, minor upgrades, and parts for all County elevators. A portion of this allotment may be allocated as needed, however the total allocated between all Contractors servicing County elevators is not to exceed the total amount of \$336,472 for the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

**THYSSENKRUPP ELEVATOR
AMERICAS**

By: _____
Signature

By: _____
Signature

Name: John Glann
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
General Services Agency
Building Maintenance Department
1401 Lakeside Drive, 6th Flr.,
Oakland, CA 94612
Attn: Debbie Bender, (510) 667-3047

To Contractor: ThyssenKrupp Elevator Americas
14400 Catalina Road,
San Leandro, CA 94577
Attn: Brandon Fosson, (510) 932-4343

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its elevator maintenance and repair services shall not exceed \$197,568 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor has been approved by County to participate in contract without SLEB participation (SLEB waiver #2838). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

- *To be used as necessary (i.e. “Delete #31, General Terms and Conditions – does not apply).*
- *Additional Provisions must be approved by County Counsel.*
- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: _____

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide elevator maintenance and repair with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Contractor's Qualifications and Specific Requirements

Exhibit A-2 Description of Services

Exhibit A-3 Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901121, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Brandon Fosson – Business Development Manager

Bob Koch – Account Manager

Monika Hanson – Account Manger

Mark Sharp – Service Manager

Mike Clark – Repair Manager

Ena Lopez – State Compliance Specialist

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

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EXHIBIT A-1

DEFINITION OF SERVICES AND QUALIFICATIONS

1. Contractors Qualifications
 - a. Contractor is regularly and continuously engaged in the business in servicing elevators and escalators for at least five (5) years.
 - b. Contractor's repair personnel are certified by the State of California as an elevator Certified Competent Conveyance Mechanic (CCCM).
 - c. Contractor's repair personnel are licensed journeymen elevator/escalator mechanics who are in compliance with all governing laws and regulations regarding elevator maintenance;
 - d. Contractor will provide competent, licensed, and qualified service people on site, in a timely manner, fully equipped with all tools and parts necessary to maintain and repair the specified unit(s).
 - e. Contractor will be able to respond to emergencies by having a service person on-site within thirty (30) minutes for a stuck, occupied elevator, or within two (2) hours for an unoccupied elevator during normal business hours, after receiving a request.
 - f. Contractor possesses all permits, licenses and professional credentials necessary to supply product and perform services as specified under this contract. Refer to ATTACHMENT B-6, photocopies of licenses.
2. Specific Requirements
 - a. Elevator Preventive Maintenance
 - (1) Refer to ATTACHMENT B-1, a Comprehensive Maintenance Schedule for Elevator Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) for each location. The schedule includes a schedule routine inspection, frequency of the inspection and the details of the work to be done during the inspection.
 - (2) Maintenance visit for each location should not be less than one hour.
 - (3) Refer to ATTACHMENT B-2, a Preventive Maintenance Agreement (PMA) and shall include a comprehensive list of all parts, services and remote diagnostics that are **included** in the PMA and PMMA at **no**

additional charge to the County, indicating how often these diagnoses are performed, and the checkpoints that will be inspected.

- (4) Refer to Exhibit B Bid Form, Section A through C, monthly rate for Year One, Year Two, and Year Three. Rates include all preventive maintenance services as specified in the Contractor's Standard Preventative Maintenance Agreement (SPMA) and cost of the five year load test per traction and hydraulic elevators and cost of fire recall testing.
- (5) Refer to ATTACHMENT B-3, a comprehensive description of additional programs, services, and parts **not included** in a PMA and PMMA being quoted for the elevator cars, machine rooms, elevator pits, and communication systems. This list include how often these diagnoses are performed.
- (6) All rates quoted include travel time and mileage. No additional charges for travel, time or mileage will be acknowledged or paid for by the County.
- (7) After any emergency or regular repair, contractor will immediately call the assigned GSA-BMD Shop Supervisor to notify of the status of repair.
- (8) Contractor and their employees must successfully pass the Alameda County Sheriff's Office (ACSO) Site Security Clearance prior to performing any work in ACSO detention facilities. This is an individual clearance. Once obtained, this clearance must be renewed on an annual basis by attending a mandatory 8-hour training class for all site-cleared personnel. The ID Badge issued by ACSO must also be worn above the waist at all times while within any ACSO detention facility.
- (9) The GSA-BMD will be asking the Alameda County Sheriff's Office (ACSO) to issue civilian ID badges to each qualified elevator technician. Unless otherwise pulled, these ID badges will stay with the technician for the life of this contract; self-renewing on an annual basis. Contractor technicians will show these badges at the gate or other passage point and will then check in with staff at the GSA-BMD Combined shop, which is on-site at each of the detention facility locations. It will therefore not be required for elevator technicians to check in at the gate each time they come to perform work. The contractor is responsible for informing GSA - BMD in writing of any lost/stolen badges and employees who are no longer within their employee within 24 hours of the occurrence.

- (10) Contractor will maintain an on-site log containing the day, date, time, printed name, and written signature of the service person for all units and all site visits. Refer to ATTACHMENT B-7, sample log.
- (11) The elevators will be maintained in accordance with the manufacturer's recommendations and must conform to the most recent adopted edition of the following codes:
 - (a) ANSI/ASME, A17, the American National Standard Safety Code for Elevators and Escalators.
 - (b) California Code of Regulations, Title 8, Elevator Safety Orders.
 - (c) All other laws, regulations, codes rules and procedures, etc.
- (12) The Contractor will provide all labor, supervision, tools, equipment, materials (except as specified) and transportation:
 - (a) Perform maintenance services visits to examine, maintain, adjust, and lubricate all components.
 - (b) Perform all fire-related inspections, code-mandated safety/mechanical inspections and tests (including "call out" phone testing) on all specified equipment.
 - (c) Replace all worn and defective consumable parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.
- (13) Equipment Performance

At a minimum, the elevators will be adjusted to meet the following performance standards and will be maintained using these standards for the term of the agreement.

 - (a) Floor-to-floor time will be measured from the time a car leaves a floor, travels one floor up or down, and the doors are $\frac{3}{4}$ open.
 - (b) Door times will be in accordance with current standards.
 - (c) Leveling accuracy under load conditions will be $\pm \frac{3}{8}$ of an inch.

- (d) Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. Elevator and door operation will be quiet. Stop made under operation of Emergency Stop Switch will be more rapid than a routine stop, but not violent.
 - (e) Door pressure will be maintained below 30 pounds in closing.
- (14) Notification to County and Service Records
- (a) The bidder must notify the assigned General Services Agency-Building Maintenance Department (GSA-BMD) Shop Supervisor on the elevator site/building 24 hours before coming on site to perform any work.
 - (b) The bidder must keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment and listing all tasked completed in that visit.
 - (c) The bidder must notify the assigned GSA-BMD Supervisor any lapse on “Permits to Operate an Elevator” and any additional annual tests required by ANSI/ASME A17 for the elevators included in the contract.
 - (d) The bidder must maintain a history of inspection performed by the Contractor and the State for all equipment in the contract.
 - (e) Any condition found affecting the immediate safety of the passengers or elevator equipment must be reported immediately. Within 12 hours, a written report clearly listing the defects found and the action recommended must be emailed to the assigned GSA-BMD Shop Supervisor.
- (15) The Contractor shall not be responsible for:
- (a) Rebuilding or replacement of major elevator components, such as elevator machines, motor-generator sets and ropes.
 - (b) New construction or modification of existing elevator equipment.
 - (c) Repair of damage caused by fire, flood or other disaster.

b. Phone Monitoring and Maintenance

- (1) Phone monitoring and maintenance includes inspection and service is included as part of the elevator PMA.
- (2) Telephone Monitoring:
 - (a) 24-hour monitoring of all elevator telephones.
 - (b) Verbal acknowledgement within 10 minutes.
 - (c) Regularly testing that the phones in the elevator works by making an outgoing call to the appropriate party and confirming a response during routine monthly maintenance.
 - (d) Documenting the tests results and agreeing to report failed calls to GSA-BMD immediately (even if it is the vendor's job to get the phone fixed and they do it, GSA-BMD should be notified on what elevators have a non-working phones).
- (3) Doing an initial survey of all elevators to document the phone numbers on elevator phones, how each elevator phone dials out and where the calls go to when someone needs help. (Answering service, automatic dialer etc.) Forwarding said document in MS Excel format to GSA-BMD within the first 30 days of the newly executed contract.

c. Service Hours and Service Rates

- (1) A single unscheduled service response shall include all visits to a site from the time a unit is taken out-of-service until service resumes. Bidder shall provide unscheduled service responses in addition to routine scheduled preventive maintenance visits. Bidder shall specify the annual number of unscheduled service responses, included per site in the PMA at no additional cost, as ATTACHEMENT B-5, **Annual Service of Unscheduled Services Responses, included in PMA at no additional cost.**
- (2) Exhibit B, Item "F", **Urgent Hourly Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled service for an unoccupied elevator during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m.

- (3) Exhibit B, Item “G”, **Urgent Hourly Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled service for an unoccupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (4) Exhibit B, Bid Form, Item “H”, **Emergency Hourly Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled service for an occupied elevator during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m.
- (5) Exhibit B, Item “I”, **Emergency Hourly Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled service for an occupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (6) Exhibit B, Item “J”, **Hourly Repair Rate: Mon.-Fri. 8:00 a.m. - 5:00 p.m.** a rate of pay that applies to unscheduled repair service for an unoccupied elevator during the hours on Monday through Friday from 8:00 a.m. - 5:00 p.m.
- (7) Bidder shall specify on Exhibit A, Bid Form, Item “K”, **Hourly Repair Rate: Mon.-Fri. 5:00 p.m. - 8:00 a.m.** a rate of pay that applies to unscheduled repair service for an unoccupied elevator during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m.
- (8) Exhibit B, Item “L”, **Hourly Rate: Weekends and Holidays** a rate of pay that applies to service hours on weekends and holidays, beginning at 5:00 p.m. the last business day and ending at 8:00 a.m. the following business day.

d. Required Response and Repair Times

Contractor shall respond by having a service person on site within the following required response times, after receiving a service request:

- (1) Emergency response time for an occupied, non-operable elevator must be within thirty (30) minutes.
- (2) Urgent response time for an unoccupied, non-operable elevator must be within two (2) hours.
- (3) Response time for repairs, to complete the repair if possible or begin repair process must be within twenty-four (24) hours of notification.

e. Holidays

- (1) Refer to Attachment B-4, County Holidays as follows: New Year's Day, Martin Luther King Jr's Birthday, Lincoln's and Washington's Birthdays, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- (2) Holiday rates begin at 5:00 p.m. on the last business day and end at 8:00 a.m. on the following business day.

f. Materials and Parts

Refer to Exhibit B, Item 35, the percentage over Bidder's cost the County shall pay for materials and parts not routinely covered by the PMA and/or PMMA.

EXHIBIT A-2

DESCRIPTION OF SERVICES

- a. The contract is not a full maintenance agreement but does cover monthly service visits to include inspection and lubrication of key elevator components. The monthly maintenance visits are anticipated to take 1 – 4 hours per site, based on unit type and quantity. Contractor's response times to service call will comply with the requirement of the contract.
- b. Contractor performs preventative maintenance in accordance with their written Maintenance Control Program. The program meets or exceeds any all requirements of ASME A17/1-2007 Code, Section 8.6.
- c. As part of the Contractor's maintenance Control Program, they have established and adopted BEEP (Basic Elevator and Escalator Procedures). This program includes the method and intervals in which Contractor expect their technicians to perform maintenance on various components, quality audit program, acceptable callback ratios per unit, and required visual inspection by management to ensure that the program is being adhered to four te County's satisfaction.
- d. 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 include all components in all elevator equipment spaces. In addition, equipment will be adjusted for optimum operation. In the event that items are not covered under the scope of the contract are in need of attention, Contractor will bring the same to the County's attention and work closely with the Management for resolution.
- e. Contractor offers comprehensive elevator maintenance with their International Technical Services (ITS Americas) Center. ITS offers the latest diagnostic tools, troubleshooting support, PC board repair and technical training. In addition to ThyssenKrupp brand elevators, Contractor's ITS-trained technicians can service a variety of manufacturer's units.

EXHIBIT A-3

DELIVERABLES/REPORTS

1. Contractor will provide copies of all relevant certifications held for both the company and any individuals expected to perform the services requested herein upon request.
2. Contractor will maintain and provide, upon request, annual logs showing the amount of downtime accrued for each County unit commencing from the start date of any contract which may be entered into as a result of this contract.
3. Contractor will provide a quarterly report of all maintenance performed per unit.
4. Contractor will include elevator ID number, address of the elevator, work completed and/or recommendations on all reports and payments (invoice) request submitted to the County.

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EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and signed acceptance of the following services listed below, using its best efforts to pay within thirty (30) days, upon receipt of invoice.
2. Invoices will be approved by the County, General Services Agency, Building Maintenance Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of _____ . This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

Master Contract No. 901121, Procurement Contract No. 9618

	Location	Description (Brand/Use/Model/Mode)	Unit CA ID#	(A) Number of Annual Service Response Requested	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) Year One (12/01/13 – 11/30/14) Monthly Cost	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) Year Two (12/01/14 – 11/30/15) Monthly Cost	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) Year Three (12/01/15 – 11/30/16) Monthly Cost
4	Law Library 125 12th St., Oakland 94612	Three (3) Montgomery hydraulic passenger elevators	108571, 108575, 108585	12	\$240	\$248	\$257
7	Madison Building 1106 Madison St., Oakland 94612	Two (2) Otis passenger elevators and one (1) Otis dumbwaiter	115594, 115717, 115718	12	\$213	\$220	\$228
9	Niles Veterans Building 37154 2 nd St., Fremont 94538	One (1) Wheel-O-Vator Chair lift	124277	12	\$53	\$54	\$56
10	Behavioral Health 409 Jackson St., Hayward 94544	One (1) Hydraulic passenger elevator	162345	12	\$80	\$82	\$85
11	Parking Garage 24360 Amador St., Hayward 94544	Two (2) Dover hydraulic passenger elevators	097045, 097046	12	\$160	\$165	\$171
12	Courthouse Square 24085 Amador St., Hayward 94544	Two (2) Otis Hydraulic passenger elevators	080355, 080405	12	\$160	\$165	\$171
13	Winton Building 224 West Winton Ave., Hayward 94544	One (1) Independent hydraulic passenger elevator	031329	12	\$80	\$82	\$85
15	Juvenile Justice Center 2500 Fairmont Dr., San Leandro 94578	Nine (9) Veterans hydraulic passenger elevators	145131 (A1), 145132 (A2), 145133 (C3), 145134 (C1), 145135 (C2), 145136 (A3), 145137 (C4), 145138 (C5), 145139 (C6)	12	\$720	\$745	\$771

Master Contract No. 901121, Procurement Contract No. 9618

	Location	Description (Brand/Use/Model/Mode)	Unit CA ID#	(A) Number of Annual Service Response Requested	(B) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year One</u> (12/01/13 – 11/30/14) <u>Monthly Cost</u>	(C) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Two</u> (12/01/14 – 11/30/15) <u>Monthly Cost</u>	(D) Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA) <u>Year Three</u> (12/01/15 – 11/30/16) <u>Monthly Cost</u>
16	Eden Mental Health 2045 Fairmont Dr., San Leandro 94578	One (1) National hydraulic passenger elevator	097379	12	\$80	\$82	\$85
27	Family Justice Center 470 27 th St., Oakland 94609	One (1) Otis passenger elevator and One (1) DA Matot dumbwaiter	047269, 062212	12	\$133	\$137	\$142
28	Social Services 8477 Enterprise Way, Oakland 94621	One (1) U.S. Elevator hydraulic passenger elevator	059960	12	\$80	\$82	\$85
29	Environmental Health 1131 Harbor Bay Parkway, Alameda 94502	One (1) Otis passenger hydro-electric elevator	076884	12	\$80	\$82	\$85
30	Santa Rita Jail 5325 Broder Boulevard, Dublin 94568	Two (2) Dover passenger elevators and one (1) Dover freight elevator	091715, 091716, 091717	12	\$240	\$248	\$257

Master Contract No. 901121, Procurement Contract No. 9618

HOURLY RATES FOR URGENT RESPONSE, EMERGENCY RESPONSE, AND REPAIRS							
		YEAR 1		YEAR 2		Year 3	
		Mechanic	Team	Mechanic	Team	Mechanic	Team
F	Hourly Rate: Urgent Response Monday - Friday 8:00 a.m. – 5:00 p.m.	\$348	\$626	\$366	\$658	\$385	\$691
G	Hourly Rate: Urgent Response Monday -Friday 5:00 p.m. – 8:00 a.m.	\$591.60	\$1252	\$622	\$1315	\$654	\$1381
H	Hourly Rate: Emergency Response Mon-Friday 8:00 a.m. – 5:00 p.m.	\$348	\$626	\$366	\$658	\$385	\$691
I	Hourly Rate: Emergency Response Monday-Friday 5:00 p.m. – 8:00 a.m.	\$591.60	\$1252	\$622	\$1315	\$654	\$1381
J	Hourly Rate: Repairs Monday-Friday 8:00 a.m. – 5:00 p.m.	\$348	\$626	\$366	\$658	\$385	\$691
K	Hourly Rate: Repairs Monday-Friday 5:00 p.m. – 8:00 a.m.	\$591.60	\$1252	\$622	\$1315	\$654	\$1381
L	Hourly Rate: Week-ends and Holidays New Year’s Day, Martin Luther King Jr’s, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day	\$696	\$1252	\$731	\$1315	\$768	\$1381

Master Contract No. 901121, Procurement Contract No. 9618

31	Cost of a five (5) year load test per traction elevator once during the life of the contract: <u>\$2,900</u>
32	Cost of a five (5) year load test per hydraulic elevator during the life of the contract: <u>\$ 1,650</u>
33	Monthly Cost of Fire Recall Testing per elevator as prescribed by the State of California as part of the Preliminary orders for permitting. <u>\$ 25 per month</u>
33.a	Yearly Cost of Fire Recall Testing per elevator as prescribed by the State of California as part of the Preliminary orders for permitting. <u>\$ 400 per elevator</u>
34	Percentage (%) over Bidder's cost the County shall pay for materials and parts not routinely covered by the PMA and/or PMMA: <u>48 %</u>

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EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: **THYSSENKRUPP ELEVATOR AMERICAS**

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

ATTACHMENT B-1

Comprehensive Maintenance Schedule for Elevator Preventive Maintenance Agreement (PMA) and Phone Monitoring and Maintenance Agreement (PMMA)

Please refer to the attached “Maintenance Tasks & Records” documents for Hydraulic and Traction elevators. This document is to check chart that the Contractors technicians will leave in each machine room and for each unit and will be followed for every matching unit type (hydro or traction).

The “Maintenance Tasks & Records” lists each component that the Contractor will adjust, inspect and lubricate and at what intervals that action will take place. The top section for both unit types will be done on a monthly basis.

Note: Will insert the Maintenance Task & Records” submitted in the original proposal

ATTACHMENT B-2

Preventative Maintenance Agreement (PMA/PMMA)

Limited Preventative Maintenance Program

We will service your elevator equipment described in this agreement 12 times per year. These service visits will be performed during normal business working days and hours, as defined in this bid (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime",

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
 - o Controller
 - o Machine
 - o Motor
 - o Interlocks

- Lubricate guide rails

- Make minor adjustments at the time of the regular examinations

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

ThyssenKrupp Communications®

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts; Local Emergency Services at phone numbers provided by Purchaser; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

ATTACHMENT B-3

Detailed list of any additional services, diagnostics, or part not included in the PMA/PMMA

- a) **Parts Repair and Replacement**
Repair and/or replacement parts and labor are not included in this agreement without an additional charge. Contractor will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

- b) **Overtime Service Requests**
Contractor will respond to County's overtime service requests and County will agree to pay the costs for any necessary replacement parts and all labor costs including time spent on the job. Such costs will be invoiced at the Contractors overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

**ATTACHMENT B-4
List of Holidays**

No additional holidays listed.

**ATTACHMENT B-5
Annual Number of Unscheduled Service Responses**

No unscheduled responses are included in the PMA/PMMA.

ATTACHMENT B-6
Photocopies of Certifications and/or Licenses

- a) General Certificate: State of CA – Certified Qualified Conveyance Company
- b) Certificate: State of CA – Contractors State License Board
- c) Certification of Certified Competent Conveyance Mechanic

ATTACHMENT B-7 Sample of PMA Inspection Log

Hydraulic Elevators

TEAMService
Hydraulic Elevator
Maintenance Tasks
& Records

JOBSITE INFORMATION

Job No: _____
Address: _____
City: _____ State: _____ Zip: _____
Elevator No: _____
Elevator Description: _____
Elevator Type: _____

TECHNICAL DATA

Elevator Manufacturer: _____
Elevator Model: _____
Elevator Capacity: _____
Elevator Speed: _____
Elevator Drive Type: _____
Elevator Power Source: _____
Elevator Control System: _____

Hydraulic Elevator
Elevator

Hydraulic Test Records

Job No: _____
Elevator No: _____
Elevator Description: _____

Test No.	Date	Tester	Test Results	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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28				
29				
30				

HYDRAULIC MAINTENANCE TASKS

Job No: _____
Elevator No: _____
Elevator Description: _____

Task No.	Date	Tester	Test Results	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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29				
30				

Hydraulic Test Records

Job No: _____
Elevator No: _____
Elevator Description: _____

Test No.	Date	Tester	Test Results	Remarks
1				
2				
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