



Amendment No. 13
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 28, 2019 through April 27, 2020. No options will remain.
- 2.0 The total contract amount is increased by \$1,366,416.00 by this extension period. The total contract authorization is recapped below:

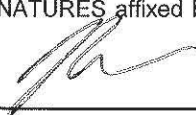
Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & corrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 - Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 04/12/2018	\$0.00	\$11,747,464.00
Amendment No. 9: Option 2 – Extension 04/28/2018 – 04/27/2019	\$1,366,416.00	\$13,113,880.00
Amendment No. 10: Exhibit A: Aviation addition 05/04/2018	\$0.00	\$13,113,880.00
Amendment No. 11: Exhibit B: New Central Library addition 08/01/2018	\$59,000.00	\$13,172,880.00
Amendment No. 12: Add locations for Aviation 02/01/2019	\$0.00	\$13,172,880.00
Amendment No. 13: Option 3 – Extension 04/28/2019 – 04/27/2020	\$1,366,416.00	\$14,539,296.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 3/13/19

Sign/Date:

Printed Name: Kevin K'samore
Authorized Representative District Manager
Schindler Elevator, Corp.
42961 Park Central, Suite 1460
San Antonio, Texas 78216-1851
(210) 490-7000
michael.shelburne@us.schindler.com

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

2020 Centimeter Circle
Austin, TX 78758
512-410-9526

Kevin. K'samore@Schindler.com

Please remove Michael Shelburne from
your system. Thank You.



Amendment No. 12
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

1.0 The City hereby adds locations for Austin Bergstrom International Airport to this contract:

Location	Number of Elevators
Fedex Cargo Building - 9301 Cargo Avenue	1
Cargo Building Suite #100 - 9501 Cargo Avenue	1

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & corrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 – Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 04/12/2018	\$0.00	\$11,747,464.00
Amendment No. 9: Option 2 – Extension 04/28/2018 – 04/27/2019	\$1,366,416.00	\$13,113,880.00
Amendment No. 10: Exhibit A: Aviation addition. 05/04/2018	\$0.00	\$13,113,880.00
Amendment No. 11: Exhibit B: New Central Library addition and Admin Increase. 08/01/2018	\$59,000.00	\$13,172,880.00

Amendment No. 12: Add locations for Aviation	\$0.00	\$13,172,880.00
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- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 1/31/19

Printed Name: Kevin K'samore

Authorized Representative

Schindler Elevator, Corp.

12961 Park Central, Suite 1460

San Antonio, Texas 78216-1851

(512) 521-3044

Sign/Date: _____

Kim Larsen, CPPB

Procurement Specialist II

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701

Approved by

Cyrenithia Ellis 2/1/19

Signature & Date

Cyrenithia Ellis, Procurement Manager

City of Austin

Purchasing Office



Amendment No. 11
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0 The City hereby adds Exhibit B to this contract.
- 1.1. The City administratively increases the contract by \$59,000.00
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & corrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 – Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 04/12/2018	\$0.00	\$11,747,464.00
Amendment No. 9: Option 2 – Extension 04/28/2018 – 04/27/2019	\$1,366,416.00	\$13,113,880.00
Amendment No. 10: Exhibit A: Aviation addition. 05/04/2018	\$0.00	\$13,113,880.00
Amendment No. 11: Exhibit B: New Central Library addition and Admin Increase. 08/01/2018	\$59,000.00	\$13,172,880.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

Printed Name: Kevin Kisamore

Authorized Representative

Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, Texas 78216-1851
(512) 521-3044

Digitally signed by Kevin Kisamore
DN: cn=Kevin Kisamore, o=Schindler Elevator
Corporation, ou=HQ,
email=Kevin.Kisamore@schindler.com, c=US
Date: 2018.06.04 12:19:48 -0700

Sign/Date: _____

Marty James
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Approved by

Signature & Date

Cyrenthia Ellis, Procurement Manager
City of Austin
Purchasing Office

Cyrenthia Ellis 8/9/18

Schindler Elevator Corporation Addendum

Date: 7.18.2018

To:
City of Austin
Austin, Texas

RE: ADD: 6 KONE
Gearless Traction Units

Attn: Mr. Todd Smith

This addendum, when signed by authorized representatives of the owner and Schindler Elevator, will serve to modify the existing agreement previously executed.

Pursuant to the understanding reached in the Agreement the following individual location maintenance agreement is revised:

Central Library
710 W. Cesar Chavez
Austin, Texas

This agreement is modified to add 6 Kone Gearless Traction Elevators to the existing agreement per the following schedule of values:

Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
Central Library	710 W. Cesar Chavez	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40

The effective date of this change is August 1, 2018.

The terms and conditions of the Agreement remain in full force and effect, except as specifically modified herein. Upon approval by an authorized official of both parties, this Addendum shall be incorporated into and become a part of the Agreement.



Amendment No. 10
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0 The City hereby adds Exhibit A to this contract.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & corrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 - Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 04/12/2018	\$0.00	\$11,747,464.00
Amendment No. 9: Option 2 - Extension 04/28/2018 – 04/27/2019	\$1,366,416.00	\$13,113,880.00
Amendment No. 10: Exhibit A 05/04/2018	\$0.00	\$13,113,880.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Kevin Kisamore
Authorized Representative Kevin Kisamore
Schindler Elevator, Corp. Branch Manager
12961 Park Central, Suite 1460
San Antonio, Texas 78216-1851
(512) 521-3044
kevin.kisamore@schindler.com

Digitally signed by Kevin Kisamore
DN: cn=Kevin Kisamore, o=Schindler Elevator
Corporation, ou=HQ,
email=kevin.kisamore@schindler.com, c=US
Date: 2018.06.17 11:03:34 -0700

Sign/Date:

Marty James
Procurement Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Approved by

Signature & Date

Cyrenthia Ellis, Procurement Manager
City of Austin
Purchasing Office

ADDENDUM

ADDENDUM TO ADD 1 Hydraulic Unit TO ABIA CONRAC Agreement

This addendum, when signed by authorized representatives of ABIA CONRAC and Schindler Elevator Corporation, will serve to modify the Elevator and Escalator Maintenance Contract ("Contract") previously executed by both parties signed October 25, 2016.

Pursuant to the understanding reached in the Contract, the following individual location shall be added to the Contract as detailed below on the dates as indicated.

4100090084 – ABIA CONRAC 3819 Presidential Boulevard, Austin, TX 78719
One (1) Schindler 3500lb units- 330A hydraulic elevators. \$250.00 per month.
Start date: 3/19/2018

This addendum shall have a duration in term to coincide with the conditions for term in the Contract unless cancelled in accordance with the conditions in the Contract.

Any existing Schindler individual maintenance agreement in effect at the time of signature of this addendum shall terminate and the units detailed above will become part of the Agreement.

The monthly price for this service is as detailed above. This price will be adjusted per the terms of the Contract.

It is understood and agreed upon signature of this addendum that the property will be subject to the terms and conditions as well as the scope of work of the Contract between ABIA CONRAC and Schindler Elevator Corporation.

Except as hereby amended or otherwise specifically modified in writing by the parties, the contract shall remain in full force and effect.

Approved for ABIA CONRAC:

This 26th day of JUNE, 2018

By: [Signature]

Name: MARTY JAMES

Title: PROCUREMENT SPECIALIST III

Approved for Schindler Elevator Corporation:

This ____ day of _____, 20____

By: Kevin Kisamore
Digitally signed by Kevin Kisamore
DN: cn=Kevin Kisamore, o=Schindler Elevator Corporation,
email=kkisamore@se.com, c=US
Date: 2018.06.21 15:02:21 -0700

Name: _____

Title: _____



Amendment No. 9
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

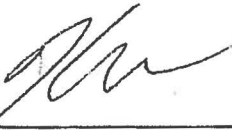
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 28, 2018 through April 27, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$1,366,416.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
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Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 - Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 04/12/2018	\$0.00	\$11,747,464.00
Amendment No. 9: Option 2 - Extension 04/28/2018 – 04/27/2019	\$1,366,416.00	\$13,113,880.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 4/17/18

Printed Name:

Kevin Kisamore

Authorized Representative

Schindler Elevator, Corp.

12961 Park Central, Suite 1460

San Antonio, Texas 78216-1851

(512) 521-3044

kevin.kisamore@schindler.com

Sign/Date:

 4.19.18

Cyrenthia Ellis

Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701



Amendment No. 8
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the following elevators to Exhibit B, Group A (Building Services Department), and will become effective on March 12, 2018.

Location	Description	Annual Qty	Cost per Vislt
Health South	Car 1 – EA9845 TDLR Decal: 13804	12	\$174.25
Health South	Car 2 – EA9846 TDLR Decal: 13803	12	\$174.25
Health South	Car 3 – EA9847 TDLR Decal: 13802	12	\$174.25
Health South	Car 4 – EA9848 TDLR Decal: 13801	12	\$174.25

- 2.0 The total contract authorization is recapped below:

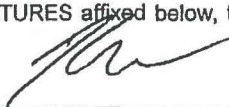
Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & orrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 - Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00
Amendment No. 8: Add elevators BSD 03/12/2018	\$0.00	\$11,747,464.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 3-13-18

Printed Name:

Kevin Kisamore
Authorized Representative

Schindler Elevator, Corp.

12961 Park Central, Suite 1460

San Antonio, Texas 78216-1851

(210) 490-7000 512-410-9526

~~michael.shelburne@us.schindler.com~~

Kevin.Kisamore@schindler.com

Sign/Date:

 3.13.18

Cyrenthia Ellis

Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701

ATTACHMENT A COMPARISON PRICE PROPOSAL FORM RFP PAX0107							
Note: The City reserves the right to award by group/department(s) or by line items to one or more Contractors, whichever is most beneficial to the City. The Vendor shall propose pricing on all items in a group per Attachment A, Price Proposal Form, to be considered for group award. Locations maybe added or deleted at any time. New locations will be priced at the same price as similar Elevator Description already on the contract. This contract is estimated annually at \$1,700,000.00 for year one, \$1,200,000.00 for the remaining years							
LABOR							
GROUP A - BUILDING SERVICES DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Austin Parking Enforcement	1111 Rio Grande	Dover EM3728, hydraulic, 2100 lb. passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Municipal Building	124 West 8th	Hollister Whitney, passenger, electric	Monthly	12	\$ 348.50	\$ 4,182.00
	Municipal Building	124 West 8th	Otis, passenger, electric	Monthly	12	\$ 348.50	\$ 4,182.00
	Austin Police Department North	12425 Lamplight Village Ave	Dover, EP6020A, EE5903	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	RBJ Health Center	15 Waller Street	Motion Control, passenger, 4030/TXE 2	Monthly	12	\$ 174.25	\$ 2,091.00
	RBJ Health Center	15 Waller Street	Motion Control, passenger, TXE-28361	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 1	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 2	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus - Bldg 4	1520 Rutherford Lane	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 174.25	\$ 2,091.00
	Arthur DeWitty VTC	2209 Rosewood	General, passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	Public Safety Training Center	4800 Shawn Lane	Otis, Hydraulic Passenger Elevator	Monthly	12	\$ 174.25	\$ 2,091.00
	Transfer Center	3810 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 174.25	\$ 2,091.00
	South Austin Svc.Ctr.	4108 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 174.25	\$ 2,091.00
	Technicenter	4201 Ed Bluestein	Dover, Hydraulic, Model#EP6020	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Service Center #8	4411 Meinardus Dr.	Dover, DMC hydraulic	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Fire Prevention and Training	517 S. Pleasant Valley Rd	Dover, E55577	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	EMS # 33	4514 James Wheat St	Thyssen Krupp	Monthly	12	\$ 174.25	\$ 2,091.00
	Municipal Court - Jail Elevator	700 East 7th	Dover, hydraulic, DP70E15, S/N 33546	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, hydraulic, F00305, S/N 33547	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, passenger, S/N E72759	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32920	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32921	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, oildraulic, freight, S/N E-62929	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052304, 10984	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052305, 109894	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, E87128, AP-180-44	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Access Industries/ Wheelchair Lift 56980	Monthly	12	\$ 104.58	\$ 1,254.96
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp, passenger	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp TAC 20 S/N E-P5826	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	African American Cultural Heritage Facility	912 East 11th Street	S/N G3508 Decal 80094	Monthly	12	\$ 592.45	\$ 7,109.40
	Health South	1215 Red River St	Car 1 - EA9845 TDLR Decal 13804	Monthly	12	\$ 174.25	\$ 2,091.00
	Health South	1215 Red River St	Car 2 - EA9846 TDLR Decal 13803	Monthly	12	\$ 174.25	\$ 2,091.00
	Health South	1215 Red River St	Car 3 - EA9847 TDLR Decal 13802	Monthly	12	\$ 174.25	\$ 2,091.00
	Health South	1215 Red River St	Car 4 - EA9848 TDLR Decal 13801	Monthly	12	\$ 174.25	\$ 2,091.00
TOTAL							\$ 136,751.76
GROUP B - LIBRARY DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48548	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48549	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48550	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin History Center	810 Guadalupe	Dover, passenger, oildraulic, S/N 500010926	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Yarborough Branch Library	2200 Hancock Dr.	Dover, passenger, oildraulic, S/N 20W882	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Zaragoza Warehouse	651 N. Pleasant Valley Rd.	Dover, passenger, oildraulic, S/N 20Y979	Bi-Weekly	24	\$ 104.55	\$ 2,509.20
	Austin History Center	810 Guadalupe	WC #1 Access WL48, Serial 096628N	Monthly	12	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #2 Access WL48, Serial 09818N	Monthly	12	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #3 Access WL48, Serial 096638N	Monthly	12	\$ 104.55	\$ 1,254.60
TOTAL							\$ 23,001.00
GROUP C - PARKS AND RECREATION DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Parks and Recreation	1500 W. Riverside Dr.	Dover, passenger, 1500 lb., S/N E-48617	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1200 Montopolis Dr.	Dover, passenger, 2000 lb., mfr #EG0035	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	2300 Rosewood Ave.	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 174.25	\$ 2,091.00

Amend #2- added

Amend #6- added

Amend #6- moved from A/C to BSD

Amend #8- add location to BSD

\$11,395.98
monthlv

	Parks and Recreation	1006 Congress	General, passenger, 2500 lb , S/N 63082T	Monthly	12	\$ 174.25	\$ 2,091.00	
	Parks and Recreation	301 Nature Center Dr.	Custom, olddraulic, 2100 lb , S/N 63482T	Monthly	12	\$ 174.25	\$ 2,091.00	
	Parks and Recreation	1110 Barton Springs	Dover, passenger, 2000 lb., mfr. #EC3045	Monthly	12	\$ 174.25	\$ 2,091.00	
	Parks and Recreation	2100 East 3rd St.	Thyssen Krupp, passenger, 2100 lb., Model#TAC20	Monthly	12	\$ 174.25	\$ 2,091.00	
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, freight, 7500 lbs, S/N EP9155-139328	Monthly	12	\$ 174.25	\$ 2,091.00	
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, passenger 2500 lbs, S/N EP9154-B0306180263	Monthly	12	\$ 174.25	\$ 2,091.00	
	Washington Carver Cultural Arts Center	1165 Angelina St.	Wheel Chair Lift, Decal # 63234	Monthly	12	\$ 174.25	\$ 2,091.00	
	Mexican American Cultural Center	600 River St	Thyssen Krupp TAC-20 - EV9332	Monthly	12	\$ 174.25	\$ 2,091.00	Amend #1- added
TOTAL							\$ 23,001.00	
GROUP D - AUSTIN WATER UTILITY								
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)	
	ULRICH WTP	1000 Forest View	Dover, freight, electric 8000 lb., S/N C21801	Monthly	12	\$ 348.50	\$ 4,182.00	
	ULRICH WTP	1000 Forest View	Dover, passenger, hydraulic, 2500 lb., S/N 063-EG-7613	Monthly	12	\$ 174.25	\$ 2,091.00	
	ULRICH WTP	1000 Forest View	ThyssenKrupp Elevator (TKE) Model TAC 20 S/N FT3562 Installed 2005 2500 lbs. capacity	Monthly	13	\$ 174.25	\$ 2,265.25	
	DAVIS WTP	3500 West 35th St.	Hunter Hayes, freight, electric, 4000 lb., S/N C10469	Monthly	12	\$ 348.50	\$ 4,182.00	
	DAVIS WTP	3500 West 35th St.	Schlinder, 330A hydraulic 2100 lb., B0582, S690005-01	Monthly	12	\$ 174.25	\$ 2,091.00	
	WALNUT CREEK	7113 E. Martin Luther King	Dover, hydraulic, freight, 2000 lb., DP12020, S/N E-45732	Monthly	12	\$ 174.25	\$ 2,091.00	
	S. Austin WWTP - Lift Station #1	13009 Fallwell Lane	Montgomery, 2500 lb., S/N CT 53698	Monthly	12	\$ 592.45	\$ 7,109.40	
	Water Treatment Plant #4	6800 RM 620	Schlinder 330 MRL - G7548-01	Monthly	12	\$ 592.45	\$ 7,109.40	Amend #3- added
	PAXTON SE SERVICE CENTER	3907 S. Industrial Ctr.	Montgomery Kone, hydraulic, 250 lb., S/N CP83158	Monthly	12	\$ 174.25	\$ 2,091.00	
	Webberville Service Center	2600 Webberville Road	Hydraulic Passenger Elevator	Monthly	12	\$ 174.25	\$ 2,091.00	Amend #2- moved from PSD to AW11
	Waller Creek Center	625 E 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00	
	Waller Creek Center	625 E 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00	
	Waller Creek Center	625 E 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00	
	Waller Creek Center	625 E 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00	
	Waller Creek Center	625 E 10th St Waller Creek Ctr	US Elevator, passenger, hydraulic,	Monthly	12	\$ 348.50	\$ 4,182.00	
TOTAL							\$ 56,213.05	
GROUP E - AVIATION DEPARTMENT								
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover # 040079	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040074	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040075	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040076	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040077	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040078	Monthly	12	\$ 174.25	\$ 2,091.00	
			Schlinder 3300 Passenger Elevator- 87288	Monthly	12	\$ 592.45	\$ 7,109.40	Amend #4- added
			Schlinder 9300 Escalator - 87289	Monthly	12	\$ 1,129.00	\$ 13,548.00	Amend #4- added
			Schlinder400A Traceton Pass Elevator - 89648	Monthly	12	\$ 700.00	\$ 8,400.00	Amend #4- added
	CONRAC Facility		Schlinder Elevator #6 91606 s/n H3474-06	Monthly	12	\$ 300.00	\$ 3,600.00	Amend #5- added
	CONRAC Facility		Schlinder Elevator #7 91607 s/n H3474-07	Monthly	12	\$ 300.00	\$ 3,600.00	Amend #5- added
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053049 s/n C088438	Monthly	12	\$ 348.50	\$ 4,182.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053054 s/n C088439	Monthly	12	\$ 348.50	\$ 4,182.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053059 s/n C088440	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053064 s/n C088441	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053070 s/n C088442	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053076 s/n C088443	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053081 s/n C088444	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053086 s/n C088445	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053091 s/n C088446	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053096 s/n C094970	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053101 s/n C088436	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053106 s/n C088437	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-01	Monthly	12	\$ 174.25	\$ 2,091.00	
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-02	Monthly	12	\$ 174.25	\$ 2,091.00	
TOTAL							\$ 82,259.40	
GROUP F - CONVENTION CENTER DEPARTMENT								
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)	
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	

	Convention Center	500 East Cesar Chavez	Montgomery Freight Elevator	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Convention Center	500 East Cesar Chavez	Matot Dumbwaiter	Monthly	12	\$ 104.55	\$ 1,254.60	
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60	
	Convention Center	500 East Cesar Chavez	Portable wheel chair lift	Monthly	12	\$ 104.55	\$ 1,254.60	
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center 2nd St. Garage	601 East 5th Street	Fixed Wheelchair lift	Monthly	12	\$ 104.55	\$ 1,254.00	
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00	
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Palmer Events Center	900 Barton Springs	Minnesota Freight Elevator	Monthly	12	\$ 174.25	\$ 2,091.00	
	Palmer Events Center	900 Barton Springs	Portable wheel chair lift	Monthly	12	\$ 104.55	\$ 1,254.60	
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00	
						TOTAL	\$ 206,172.00	

GROUP G - AUSTIN ENERGY

[illegible]

OTHER LABOR RATE

	Charge for each Full Load 5-year Inspection	\$	
	Standby Service	Hourly Rate	
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.	\$	155.00
	After hours, weekends, and holidays	\$	250.00
	Entrapment Service Calls	Hourly Rate	
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.	no charge	
	After hours, weekends, and holidays	\$	250.00

None-Maintenance Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.			Hourly Rate
	Lead Technician		\$ 155.00
	Elevator Technician		\$ 155.00
	Elevator Helper		\$ 125.00
None-Maintenance Calls - After hours, weekends, and holidays			Hourly Rate
	Lead Technician		\$ 250.00
	Elevator Technician		\$ 250.00
	Elevator Helper		\$ 175.00
Emergency Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.			Hourly Rate
	Lead Technician		no charge
	Elevator Technician		no charge
	Elevator Helper		no charge
Emergency Calls - After hours, weekends, and holidays			Hourly Rate
	Lead Technician		\$ 250.00
	Elevator Technician		\$ 250.00
	Elevator Helper		\$ 175.00
Billing Rate Modernization - Monday thru Friday, 6:00 AM - 6:00 PM			Hourly Rate
	Lead Technician		\$ 153.45
	Elevator Technician		\$ 125.10
	Elevator Helper		\$ 111.80
Preventative Maintenance Inspection		Quantity	Bi-Weekly Rate Monthly Rate
	Hydro Pass	1	\$ no charge
	Hydro Freight	1	\$ no charge
	Traction Pass	1	\$ no charge
	Traction Freight	1	\$ no charge
	Escalator	1	\$ no charge
SUBCONTRACTING			
ITEM	PROPRIETARY ITEMS		Percentage
	% mark-up for proprietary services		<u>20</u> %
MATERIAL			
ITEM	MATERIAL		Percentage
	% discount from manufacturer's price list		<u>20</u> %
GRAND TOTAL			
FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL PROPOSER IN THE FUTURE. PLEASE PROVIDE THE PRICING STRUCTURE YOU WILL OFFER THE CITY FOR ANY NON-SPECIFIED ITEM OR SERVICE DURING THE COURSE OF THE RESULTING CONTRACT.			
JOB CLASSIFICATION (add more lines, if necessary)		NORMAL BUSINESS HOURLY RATE	AFTER HOUR, WEEKEND, AND HOLIDAY HOURLY RATE



Amendment No. 7
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 28, 2017 through April 27, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$1,366,416.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center & corrected a PARD address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD & move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators & escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 1/30/2017	\$0.00	\$10,381,048.00
Amendment No. 7: Option 1 - Extension 04/28/2017 – 04/27/2018	\$1,366,416.00	\$11,747,464.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

2/23/17 [Signature]

Printed Name: Kevin Kisamore
Authorized Representative

Sign/Date:

[Signature] 4/12/17

Danielle Lord
Contract Compliance Manager

Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, Texas 78216-1851
(210) 490-7000
michael.shelburne@us.schindler.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
to
Contract No. NA140000085
for

Elevator Maintenance, Repair, and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to modify Exhibit B, moving the African American Cultural Heritage Facility from Group F - Convention Center Department to Group A – Building Services Department effective 2/1/2017.
- 2.0 The City hereby amends the above referenced contract to add to Exhibit B, Group A – Building Services Department effective 2/1/2017.

<u>Location</u>	<u>Description</u>	<u>Annual Qty</u>	<u>Cost per Visit</u>
Austin Police Department	Access Industries, Wheelchair Lift Equip. #56980	12	\$104.58

- 3.0 The total contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center, corrected a PARD elevator address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD and move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators and escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00
Amendment No. 6: Add/Modify elevators for BSD 2/1/2017	\$0.00	\$10,381,048.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:  2/17/17

Printed Name:
Authorized Representative

Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851

Signature:  2/21/17

Danielle Lord, Corporate Purchasing Manager
City of Austin
Purchasing Office

ATTACHMENT A COMPARISON PRICE PROPOSAL FORM RFP PAX0107							
Note: The City reserves the right to award by group/department(s) or by line items to one or more Contractors, whichever is most beneficial to the City. The Vendor shall propose pricing on all items in a group per Attachment A, Price Proposal Form, to be considered for group award. Locations maybe added or deleted at any time. New locations will be priced at the same price as similar Elevator Description already on the contract. This contract is estimated annually at \$1,700,000.00 for year one, \$1,200,000.00 for the remaining years							
LABOR							
GROUP A - BUILDING SERVICES DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Austin Parking Enforcement	1111 Rio Grande	Dover EM3728, hydraulic, 2100 lb. passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Municipal Building	124 West 8th	Hollister Whitney, passenger, electric	Monthly	12	\$ 348.50	\$ 4,182.00
	Municipal Building	124 West 8th	Otis, passenger, electric	Monthly	12	\$ 348.50	\$ 4,182.00
	Austin Police Department North	12425 Lamplight Village Ave	Dover, EP6020A,EE5903	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	RBJ Health Center	15 Waller Street	Motion Control, passenger, 4030/TXE 2	Monthly	12	\$ 174.25	\$ 2,091.00
	RBJ Health Center	15 Waller Street	Motion Control, passenger,TXE-28361	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 1	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 2	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus - Bldg 4	1520 Rutherford Lane	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 174.25	\$ 2,091.00
	Arthur DeWitty VTC	2209 Rosewood	General, passenger	Monthly	12	\$ 174.25	\$ 2,091.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 592.45	\$ 7,109.40
	Public Safety Training Center	4800 Shawn Lane	Otis, Hydraulic Passenger Elevator	Monthly	12	\$ 174.25	\$ 2,091.00
	Transfer Center	3810 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 174.25	\$ 2,091.00
	South Austin Svc.Ctr.	4108 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 174.25	\$ 2,091.00
	Technicenter	4201 Ed Bluestein	Dover, Hydraulic, Model#EP6020	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Service Center #8	4411 Meinardus Dr.	Dover, DMC hydraulic	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Fire Prevention and Training	517 S. Pleasant Valley Rd	Dover, E55577	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	EMS # 33	4514 James Wheat St	Thyssen Krupp	Monthly	12	\$ 174.25	\$ 2,091.00
	Municipal Court - Jail Elevator	700 East 7th	Dover, hydraulic, DP70E15, S/N 33546	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, hydraulic, F00305, S/N 33547	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, passenger, S/N E72759	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32920	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32921	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, oildraulic, freight, S/N E-62929	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052304, 10984	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052305, 109894	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, E87128, AP-180-44	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Access Industries/ Wheelchair Lift 56980	Monthly	12	\$ 104.58	\$ 1,254.96
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp, passenger	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp TAC 20 S/N E-P5826	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	African American Cultural Heritage Facility	912 East 11th Street	Schindler Elevators	Monthly	12	\$ 592.45	\$ 7,109.40
TOTAL							\$ 128,387.76
GROUP B - LIBRARY DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48548	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48549	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48550	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Austin History Center	810 Guadalupe	Dover, passenger, oildraulic, S/N S00010926	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Yarborough Branch Library	2200 Hancock Dr.	Dover, passenger, oildraulic, S/N 20W882	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Zaragoza Warehouse	651 N. Pleasant Valley Rd.	Dover, passenger, oildraulic, S/N 20Y979	Bi-Weekly	24	\$ 104.55	\$ 2,509.20
	Austin History Center	810 Guadalupe	WC #1 Access WL48, Serial 096628N	Monthly	12	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #2 Access WL48, Serial 09818N	Monthly	12	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #3 Access WL48, Serial 096638N	Monthly	12	\$ 104.55	\$ 1,254.60
TOTAL							\$ 23,001.00
GROUP C - PARKS AND RECREATION DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Parks and Recreation	1500 W. Riverside Dr.	Dover, passenger, 1500 lb., S/N E-48617	Monthly	12	\$ 174.25	\$ 2,091.00

	Parks and Recreation	1200 Montopolis Dr.	Dover, passenger, 2000 lb., mfr.#EG0035	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	2300 Rosewood Ave.	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1006 Congress	General, passenger, 2500 lb., S/N 63082T	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	301 Nature Center Dr.	Custom, oildraulic, 2100 lb., S/N 63482T	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1110 Barton Springs	Dover, passenger, 2000 lb., mfr. #EC3045	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	2100 East 3rd St.	Thyssen Krupp, passenger, 2100 lb., Model#TAC20	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, freight, 7500 lbs., S/N EP9155-139328	Monthly	12	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, passenger 2500 lbs., S/N EP9154-B0306180263	Monthly	12	\$ 174.25	\$ 2,091.00
	Washington Carver Cultural Arts Center	1165 Angelina St.	Wheel Chair Lift, Decal # 63234	Monthly	12	\$ 174.25	\$ 2,091.00
	Mexican American Cultural Center	600 River St	Thyssen Krupp TAC-20 - EV9332	Monthly	12	\$ 174.25	\$ 2,091.00
TOTAL							\$ 23,001.00
GROUP D - AUSTIN WATER UTILITY							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	ULRICH WTP	1000 Forest View	Dover, freight, electric 8000 lb., S/N C21801	Monthly	12	\$ 348.50	\$ 4,182.00
	ULRICH WTP	1000 Forest View	Dover, passenger, hydraulic, 2500 lb., S/N 063-EG-7613	Monthly	12	\$ 174.25	\$ 2,091.00
	ULRICH WTP	1000 Forest View	ThyssenKrupp Elevator (TKE) Model TAC 20 S/N FT3562 Installed 2005 2500 lbs. capacity	Monthly	13	\$ 174.25	\$ 2,265.25
	DAVIS WTP	3500 West 35th St.	Hunter Hayes, freight, electric, 4000 lb., S/N C10469	Monthly	12	\$ 348.50	\$ 4,182.00
	DAVIS WTP	3500 West 35th St.	Schlinder, 330A hydraulic 2100 lb., B0582, S690005-01	Monthly	12	\$ 174.25	\$ 2,091.00
	WALNUT CREEK	7113 E. Martin Luther King	Dover, hydraulic, freight, 2000 lb., DP12020, S/N E-45732	Monthly	12	\$ 174.25	\$ 2,091.00
	S. Austin WWTP - Lift Station #1	13009 Fallwell Lane	Montgomery, 2500 lb., S/N CT 53698	Monthly	12	\$ 592.45	\$ 7,109.40
	Water Treatment Plant #4	6800 RM 620	Schindler 330 MRL - G7548-01	Monthly	12	\$ 592.45	\$ 7,109.40
	PAXTON SE SERVICE CENTER	3907 S. Industrial Ctr.	Montgomery Kone, hydraulic, 250 lb., S/N CP83158	Monthly	12	\$ 174.25	\$ 2,091.00
	Webberville Service Center	2600 Webberville Road	Hydraulic Passenger Elevator	Monthly	12	\$ 174.25	\$ 2,091.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	US Elevator, passenger, hydraulic,	Monthly	12	\$ 348.50	\$ 4,182.00
TOTAL							\$ 56,213.05
GROUP E - AVIATION DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover # 040079	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040074	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040075	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040076	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040077	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040078	Monthly	12	\$ 174.25	\$ 2,091.00
			Schindler 3300 Passenger Elevator- 87288	Monthly	12	\$ 592.45	\$ 7,109.40
			Schindler 9300 Escalator - 87289	Monthly	12	\$ 1,129.00	\$ 13,548.00
			Schindler400A Traceton Pass Elevator - 89648	Monthly	12	\$ 700.00	\$ 8,400.00
	CONRAC Facility		Schindler Elevator #6 91606 s/n H3474-06	Monthly	12	\$ 300.00	\$ 3,600.00
	CONRAC Facility		Schindler Elevator #7 91607 s/n H3474-07	Monthly	12	\$ 300.00	\$ 3,600.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053049 s/n C088438	Monthly	12	\$ 348.50	\$ 4,182.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053054 s/n C088439	Monthly	12	\$ 348.50	\$ 4,182.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053059 s/n C088440	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053064 s/n C088441	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053070 s/n C088442	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053076 s/n C088443	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053081 s/n C088444	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053086 s/n C088445	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053091 s/n C088446	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053096 s/n C094970	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053101 s/n C088436	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053106 s/n C088437	Monthly	12	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-01	Monthly	12	\$ 174.25	\$ 2,091.00

	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-02	Monthly	12	\$ 174.25	\$ 2,091.00
TOTAL							\$ 82,259.40
GROUP F - CONVENTION CENTER DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Freight Elevator	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Matot Dumbwaiter	Monthly	12	\$ 104.55	\$ 1,254.60
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Portable wheel chair lift	Monthly	12	\$ 104.55	\$ 1,254.60
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center 2nd St. Garage	601 East 5th Street	Fixed Wheelchair lift	Monthly	12	\$ 104.50	\$ 1,254.00
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 348.50	\$ 4,182.00
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Palmer Events Center	900 Barton Springs	Minnesota Freight Elevator	Monthly	12	\$ 174.25	\$ 2,091.00
	Palmer Events Center	900 Barton Springs	Portable wheel chair lift	Monthly	12	\$ 104.55	\$ 1,254.60
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 174.25	\$ 2,091.00
TOTAL							\$ 206,172.00
GROUP G - AUSTIN ENERGY							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Freight #1- ThyssenKrupp – ET0746	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Passenger #2 – ThyssenKrupp ET0747	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #1- Otis Electric – S/N CT13015	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #2- Westinghouse Electric – 2BC-ERI	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Kramer Ln. Service Center Bldg. C	2412 Kramer Lane Austin, TX 78758	Passenger- Electric Hydraulic Montgomery O.E.M. – 77-1592	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Chair Lift- Electric Screw Accessibility Lift O.E.M – W/C Lift	Bi-Weekly	24	\$ 174.25	\$ 4,182.00
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Passenger- Montgomery Hydraulic Elevator – CP81664	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	St. Elmo Service Center	4411 B Meinardus Drive Austin, TX 78744	Passenger- Electric Hydraulic DMC Dover O.E.M. – ED3285	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #1- Dover Electric – C42433	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #2- Dover Electric – C42444	Bi-Weekly	24	\$ 243.95	\$ 5,854.80
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Freight #3- Dover Hydraulic – E88177	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #4- Dover Hydraulic – E88175	Bi-Weekly	24	\$ 139.40	\$ 3,345.60
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #5- Dover Hydraulic – E88176	Bi-Weekly	24	\$ 139.40	\$ 3,345.60

	System Control Center	2500 Montopolis Dr. Austin TX 78741	Passenger #1- Dover Hydraulic - EH5388	Bi-Weekly	24	\$	139.40	\$	3,345.60	
	System Control Center	2500 Montopolis Dr. Austin TX 78741	Thyssen Krupp EP15040 - EAZ895	Bi-Weekly	24	\$	139.40	\$	3,345.60	
	CTECC	5010 Old Manor Road, Austin, TX 78723	Passenger #1- Schindler Elevator (decal #031257)	Bi-Weekly	24	\$	139.40	\$	3,345.60	
	CTECC	5010 Old Manor Road, Austin, TX 78723		Passenger #2- Schindler Elevator (decal #031258)	Bi-Weekly	24	\$	139.40	\$	3,345.60
								TOTAL	\$	67,748.40
OTHER LABOR RATE										
	Charge for each Full Load 5-year Inspection							\$		
Standby Service								Hourly Rate		
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.							\$	155.00	
	After hours, weekends, and holidays							\$	250.00	
Entrapment Service Calls								Hourly Rate		
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.								no charge	
	After hours, weekends, and holidays							\$	250.00	
None-Maintenance Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.								Hourly Rate		
	Lead Technician							\$	155.00	
	Elevator Technician							\$	155.00	
	Elevator Helper							\$	125.00	
None-Maintenance Calls - After hours, weekends, and holidays								Hourly Rate		
	Lead Technician							\$	250.00	
	Elevator Technician							\$	250.00	
	Elevator Helper							\$	175.00	
Emergency Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.								Hourly Rate		
	Lead Technician								no charge	
	Elevator Technician								no charge	
	Elevator Helper								no charge	
Emergency Calls - After hours, weekends, and holidays								Hourly Rate		
	Lead Technician							\$	250.00	
	Elevator Technician							\$	250.00	
	Elevator Helper							\$	175.00	
Billing Rate Modernization - Monday thru Friday, 6:00 AM - 6:00 PM								Hourly Rate		
	Lead Technician							\$	153.45	
	Elevator Technician							\$	125.10	
	Elevator Helper							\$	111.80	
Preventative Maintenance Inspection					Quantity		Bi-Weekly Rate	Monthly Rate		
	Hydro Pass				1	\$		no charge		
	Hydro Freight				1	\$		no charge		
	Traction Pass				1	\$		no charge		
	Traction Freight				1	\$		no charge		
	Escalator				1	\$		no charge		
SUBCONTRACTING										
ITEM	PROPRIETARY ITEMS							Percentage		
	% mark-up for proprietary services							20 %		
MATERIAL										
ITEM	MATERIAL							Percentage		
	% discount from manufacturer's price list							20 %		
GRAND TOTAL										
FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL PROPOSER IN THE FUTURE. PLEASE PROVIDE THE PRICING STRUCTURE YOU WILL OFFER THE CITY FOR ANY NON-SPECIFIED ITEM OR SERVICE DURING THE COURSE OF THE RESULTING CONTRACT.										
JOB CLASSIFICATION (add more lines, if necessary)					NORMAL BUSINESS HOURLY RATE		AFTER HOUR, WEEKEND, AND HOLIDAY HOURLY RATE			



Amendment No. 5
to
Contract No. NA140000085
for
Elevator Maintenance, Repair, and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add to Exhibit B, Group E - Aviation Department the following elevators effective 9/28/2016.

<u>Location</u>	<u>Description</u>	<u>Annual Qty</u>	<u>Cost per Visit</u>
CONRAC Facility	Elevator #6, Schlinder 330A Equip. # 91606, S/N H3474-06	12	\$300

<u>Location</u>	<u>Description</u>	<u>Annual Qty</u>	<u>Cost per Visit</u>
CONRAC Facility	Elevator #7, Schlinder 330A Equip. # 91607, S/N H3474-07	12	\$300

- 2.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000.
- 3.0 The total contract amount is increased by \$58,000.00. The total Contract authorization is recapped below:

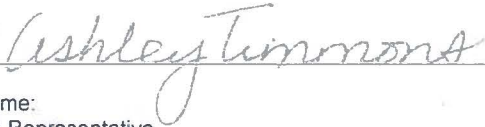
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Add elevators to Austin Energy and the Mexican American Cultural Center, corrected a PARD elevator address 12/19/2014	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD and move elevator from BSD to AWU 05/04/2015	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4 08/20/2015	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators and escalator to Aviation 10/08/2015	\$0.00	\$10,323,048.00
Amendment No. 5: Add elevators to Aviation 11/12/2016	\$58,000.00	\$10,381,048.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

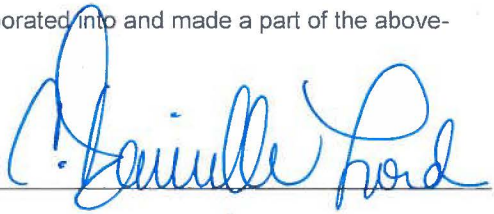
Signature:



Printed Name:
Authorized Representative

Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851

Signature:



Danielle Lord, Corporate Purchasing Manager
City of Austin
Purchasing Office



Amendment No. 4
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
between
Schindler Elevator Corporation
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add to Exhibit B, Group E – Aviation Department the following elevators and escalator:

<u>Description</u>	<u>Annual Qty.</u>	<u>Effective Date</u>	<u>Cost per Visit</u>
Schindler 3300 Traction Passenger Elevator Decal #87288	12	11/21/15	\$592.45
Schindler 9300 Escalator Decal #87289	12	11/21/15	\$1,129.00
Schindler 400A Traction Passenger Elevator Decal #89648	12	05/20/16	\$700.00

- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/28/14 – 04/27/17	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Addition of elevators at Austin Energy and the Mexican American Cultural Center and corrected address for PARD elevator 04/28/14 – 04/27/17	\$0.00	\$10,323,048.00

Amendment No.2: Exhibit B – Add elevator to BSD and move elevator from BSD to AWU 04/28/14 – 04/27/17	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plant #4 04/28/14 – 04/27/17	\$0.00	\$10,323,048.00
Amendment No. 4: Add elevators and escalator to Aviation 04/28/14 – 04/27/17	\$0.00	\$10,323,048.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

Ashley Timmons 10/08/15

Printed Name: Ashley Timmons
Schindler Elevator Corporation
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851

Signature & Date:

Teresa Reddy 10/12/15

Teresa Reddy, Corporate Contract Compliance
Manager
City of Austin Purchasing Office



Amendment No. 3
of
Contract No. NA140000085
for
Elevator Maintenance, Repair, and Modernization Services
between
Schindler Elevator, Corp.
and the
City of Austin

- 1.0. The City hereby authorizes the following changes and addition to the elevator listed below to the above referenced contract.

<u>Department</u>	<u>Location</u>	<u>Description</u>	<u>Annual Qty</u>	<u>Cost</u>
Austin Water	Water Treatment Plant #4 6800 RM 620 Austin, TX 78726	Schlinder 330 MRL S/N G7548-01 Equipment number: S9214866	12	\$592.45/mo

- 2.0. The total authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/28/2014 – 04/27/2017	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Addition of elevators at Austin Energy and the Mexican American Cultural Center and corrected address for PARD elevator 4/28/2014 – 04/27/2017	\$0.00	\$10,323,048.00
Amendment No. 2: Exhibit B – Add elevator to BSD and move elevator from BSD to AWU	\$0.00	\$10,323,048.00
Amendment No. 3: Addition of elevator for AWU Water Treatment Plan #4	\$0.00	\$10,323,048.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Ashley Timmons 8/20/15
Date

Please print name: Ashley Timmons
Authorized Representative
Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851

Signature: Teresa Reddy 8/20/15
Date

Teresa Reddy, Corporate Purchasing Manager
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. NA140000085
for
Elevator and Escalator Maintenance, Repair, and Modernization
between
Schindler Elevator Corp.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add to Exhibit B, Group A Building Services Department a Thyssen hydraulic passenger elevator located at Emergency Medical Station #33, 4514 James Wheat St. Austin, Texas 78753. The visitation frequency for preventive maintenance shall occur once each month for a cost of \$174.25 per month.
- 2.0 The City hereby amends the above referenced contract to move the Hydraulic Passenger Elevator for the Webberville Service Center located at 2600 Webberville Road in Exhibit B, Group A-Building Services Department to Group D- Austin Water Utility.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/28/14 –04/27/17	\$10,323,048.00	\$10,323,048.00
Amendment No. 1 Exhibit B - Add elevator to BSD and move elevator from BSD to AWU	\$0.00	\$10,323,048.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

Ashley Timmons 05/04/15

Printed Name: *Ashley Timmons*
Authorized Representative

Schindler Elevator Corporation
12961 Park Central, Suite 1460
San Antonio, Texas 78216-1851

Signature & Date:

James Scarboro

James Scarboro, Purchasing Officer
City of Austin Purchasing Office

*MARK H. WALSH
IT DASA ARCHITECT
5/5/2015*



**Amendment No. 1
to
Contract No. NA140000085
for
Elevator Maintenance, Repair and Modernization Services
Between
Schindler Elevator, Corporation
and the
City of Austin, Texas**

1.0 The City hereby amends the referenced contract to add the following elevators to the referenced contract:

<u>1.1 Department</u>	<u>Location</u>	<u>Description</u>	<u>Annual Qty.</u>	<u>Cost</u>
Austin Energy System Control Ctr.	2500 Montopolis Dr. Austin, TX 78741	Thyssen Krupp Model EP15040 S/N: EAZ895	24	\$278.80 mo.
Mexican American Cultural Center	600 River St. Austin, TX	Thyssen Krupp Model TAC-20 S/N EV9332	12	\$174.25

2.0 The City hereby amends the referenced contract correct the address of the Parks and Recreation elevator previously listed as being located at 1500 W. Riverside Dr. The correct location of this elevator (s/n E-48617) is as follows:

200 S. Lamar Blvd.
Austin, TX 78704

3.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: May 06, 2013 – May 05, 2014	\$10,323,048.00	\$10,323,048.00
Amendment No. 1: Addition of elevators at Austin Energy and the Mexican American Cultural Center and corrected address for PARD elevator 04/28/2014 – 04/27/2017	\$0.00	\$10,323,048.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Ashley Timmons 12/19/14
Printed Name: Ashley Timmons
Authorized Representative

Signature & Date: [Signature]
Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office

Schindler Elevator, Corporation
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

April 23, 2014

Schindler Elevator, Corp.
12961 Park Central, Suite 1460
San Antonio, TX 78216-1851
Attn: Michael Shelburne

Dear Mr. Shelburne:

The City of Austin has approved the award and execution of a contract with your company for Elevator and Escalator Maintenance, Repair, and Modernization.

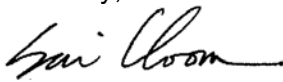
Responsible Department:	Aviation Department
Department Contact Person:	Mike Robinson
Department Contact Email:	Mike.robinson@austintexas.gov
Department Contact Telephone:	512-530-7504
Responsible Department:	Parks and Recreation Department
Department Contact Person:	Gene Faulk
Department Contact Email:	Gene.faulk@austintexas.gov
Department Contact Telephone:	512-974-9507
Responsible Department:	Library Department
Department Contact Person:	Manuel Huerta
Department Contact Email:	Manuel.huerta@austintexas.gov
Department Contact Telephone:	512-974-7334
Responsible Department:	Building Services Department
Department Contact Person:	Roger Stricklin
Department Contact Email:	Roger.stricklin@austintexas.gov
Department Contact Telephone:	512-974-1727
Responsible Department:	Austin Water Utility
Department Contact Person:	Darrell Richmond
Department Contact Email:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Responsible Department:	Convention Center Department
Department Contact Person:	Curtis Jolly
Department Contact Email:	curtis.jolly@austintexas.gov
Department Contact Telephone:	512-404-4300
Responsible Department:	Austin Energy
Department Contact Person:	Greg Warren
Department Contact Email:	greg.warren@austintexas.gov
Department Contact Telephone:	512-322-6172
Project Name:	Elevator and Escalator Maintenance, Repair, and Modernization
Contractor Name:	Schindler Elevator, Corp.
Contract Number:	NA140000085
Contract Amount:	\$10,323,048/36-month

Contract Period:	04/28/2014 – 04/27/2017
Extension Options:	3 12-months/ \$ 1,366,416 each option
Requisition Number:	7500
Solicitation Number:	PAX0107
Agenda Item Number:	39
Council Approval Date:	04/17/2014

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,



Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
Schindler Elevator Corporation ("Contractor")
for
Elevator and Escalator Maintenance, Repair and Modernization**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Schindler Elevator Corporation having offices at 2020 Centimeter Circle, Austin, Texas 78758 and the City of Austin, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0107.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, Solicitation Number: PAX0107 including all documents incorporated by reference
- 1.1.3 Schindler Elevator Corporation's Offer, dated November 22, 2013, including subsequent clarifications
- 1.1.4 The Contract Scope of Work, attached hereto as Exhibit A
- 1.1.5 Schindler Elevator Corporation's Revised Price List attached hereto as Exhibit B.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The Contract Scope of Work as referenced in Section 1.1.4
- 1.2.3 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.4 The Contractor's Revised Price List as referenced in Section 1.1.5
- 1.2.5 The Contractor's Offer as referenced in Section 1.1.3.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty six (36) months and may be extended thereafter for to three (3) additional twelve (12) month extension options subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.4 Compensation. The Contractor shall be paid in accordance with Exhibit A-Contractor's Revised Price List a total Not-to-Exceed amount of \$10,323,048 for the initial contract term, and an amount not to exceed \$1,366,416 per extension option for a total contract amount not to exceed \$14,422,296.

1.5 Deliverables. The Contractor shall fully and timely provide all deliverables described in Exhibit A attached hereto and in accordance with Contractor's offer as referenced in Section 1.1.3 in strict

accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

1.6 **Clarifications.** The following are incorporated into the Contract.

- 1.6.1 Schindler Elevator Corporation shall not be liable for damages of any kind, whether in contract or in tort, in excess of five (5) million dollars. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay. Purchaser's remedies hereunder are exclusive. The City retains the option to seek recovery from Schindler for late response times, and cost differences associated with retention of another provider should Schindler be non-responsive to any service request in accordance with the contractual requirements, including but not limited to the specifications set forth in the Contract Scope of Work Sections 4.9, 4.10, 13.8, and 16.7

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Schindler Elevator Corporation.

CITY OF AUSTIN

M. Shelburne

Printed Name of Authorized Person



Signature

District Manager

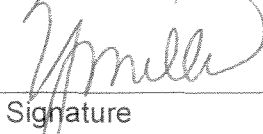
Title:

4/28/14

Date:

Yolanda Miller

Printed Name of Authorized Person



Signature

Deputy Purchasing Officer

Title:

4/28/14

Date:

List of Exhibits

Exhibit A - Contract Scope of Work

Exhibit B - Contractor's Revised Price List

Exhibit C - Contractor's Revised Parts List, reference Section 5.11 of the Contract Scope of Work

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

1.0 PURPOSE

This contract will establish a relationship with a Contractor to perform services that include elevator and escalator preventive maintenance, repair, and modernization services at various buildings for the City of Austin (City).

The City reserves the right to add or delete departments and/or locations to this contract. Locations may be added or deleted at any time. New locations will be priced at the same price as similarly sized buildings already on the contract.

2.0 SCOPE

- 2.1 The elevator and escalator services (described as hereafter as “elevator repairs” or “elevator maintenance” or “elevator equipment”) provided under the terms of this Contract are vital to the City’s overall efforts to provide quality, safe, and reliable elevator and escalator services for City staff, customers, and citizens at various City facilities.
- 2.2 This contract will provide systematic preventative maintenance (PM), repair, modification, and upgrade services for various elevators, escalators, lifts, and related equipment.
- 2.3 This maintenance and repair contract is designed to ensure elevator and escalator availability, safety, and reliability for City employees, customers, and citizens for escalators and elevators at all specified sites.
- 2.4 Contractor shall maintain and absorb all costs associated with maintaining the signal system, devices, and component parts, and assure compliance with the Americans with Disability Act (ADA) Accessibility Guidelines (ADAAG) item 4.10, including all buttons, direction and indicator lights, position indicators, mechanical and electrical dials, signal bells, buzzers and gongs, and emergency communication systems.
- 2.5 The intention of this specification is full and preventative elevator and/or escalator maintenance service for City facilities. Any services that have been omitted from this specification which are clearly necessary for the complete elevator and/or escalator maintenance services shall be considered a requirement although not directly specified or called for in this specification.
- 2.6 In order to meet the changing needs of the City, the City reserves the right to add or removed any equipment or department from this contract.

3.0 CITY POINTS OF CONTACT

- 3.1 The following City employees, or their designees, shall be contacted to arrange maintenance schedules, inspections, invoicing, and repairs of elevator systems at the corresponding departments’ facilities:
 - 3.1.1 Building Services Division: Donald Baldwin (512) 974-3965
 - 3.1.2 Parks and Recreation: George Maldonado (512) 974-9525
 - 3.1.3 Aviation (ABIA): Mike Robinson (512) 530-7571
 - 3.1.4 Austin Water Utility: Darrell Richmond (512) 972-0313
 - 3.1.5 Library: Manuel Huerta (512) 974-7334
 - 3.1.6 Austin Convention: Curtis Jolly (512) 404-4300
 - 3.1.7 Austin Energy: Greg Warren (512) 322-6172
 - 3.1.8 Austin Energy (CTECC): Renee Codina (512) 974-0765

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

4.0 GENERAL SERVICE REQUIREMENTS

- 4.1 Contractor shall maintain all elevators, escalators and associated equipment for each City Department according to the original manufacturer's performance specifications.
- 4.2 Contractor shall maintain all licenses required by the City or the State of Texas to perform repairs, maintenance, inspections, and modifications to elevator equipment.
- 4.3 The City reserves the right to hire other contractors, or establish additional contracts, for major modifications to elevators and escalators as deemed necessary by the City. The Contractor will be informed in writing of the City's intention to establish additional contracts that may interfere with scheduled preventative maintenance. The Contractor shall avoid all interference with the work under other contracts. If necessary, the Contractor shall make adjustments or changes in scheduled operations to permit other elevator and escalator contractors to accomplish their work. The Contractor will be held harmless under the terms of this Contract for the actions of other contractors and will be given the chance to inspect and approve the major modifications before resuming the preventative maintenance activities under this Contract.
- 4.4 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, and training required for responsive service. At no additional cost to the City, the Contractor shall either own or have access to all necessary diagnostic equipment, software, and hardware to ensure timely repairs and maintenance of all listed equipment.
- 4.5 Contractor shall be responsible for assuring that service conducted on or around City property is performed in a safe, courteous, and professional manner with proper signs posted. Work area shall be returned to its original state (i.e., the state of the area at the time of the Contractor's arrival for service) and that the elevator is operational once maintenance/service is completed.
- 4.6 Completion of major repairs will be within twenty-four hours. Should the contractor be unable to complete major repairs within twenty-four hours, the contractor will submit a letter stating the reason(s) why work cannot be completed. Inability to complete repairs within twenty-four hours may be grounds for cancellation of the contract.
- 4.7 For the purposes of this Contract, the City's facilities normal working hours shall be defined as the hours from 6:00 a.m. to 6:00 p.m., Monday through Friday, with the exception of City-observed holidays. After hours emergency service will be required when, in the opinion of the City, the elevator must be returned to service immediately rather than the next normal working day. Any service call performed after normal working hours in a facility will be billed at a labor rate per Attachment B, Revised Price Sheet.
- 4.8 In order to ensure minimum downtime and elevator malfunction, when requested, the Contractor will provide emergency service to the facilities listed to restore the elevators to operational status. Contractor will provide the City with seven day per week (Monday-Sunday), 24-hour emergency service.
- 4.9 In case of an entrapment, the Contractor shall be on the job site with manpower and materials within thirty (30) minutes of notification. "Entrapment" is defined as any time a person is stranded in an elevator. If a call for entrapment service is not answered within thirty (30) minutes, the City may choose to engage other parties to answer the call. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call.

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

- 4.10 The Contractor shall respond according to the following schedule to service calls from the City's Contract Manager or designee and shall perform all steps necessary to protect persons and property from risk of harm due to a problem with an elevator or escalator. If a call is not answered in the allotted times listed below, the City may choose to engage other parties to answer the call. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call.

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

- 4.11 Callback: For the purpose of evaluating performance under this Contract, a "call-back" is defined as any malfunction of any elevator which is caused by failure or malfunction of a part which is covered by this Contract. The Contractor shall maintain a complete, orderly written record of all callbacks and repairs. These records shall indicate the time, day, problem reported, and corrective measures taken to eliminate all difficulties.
- 4.12 Shut Downs:
- 4.12.1 Any work that requires a unit to be made inoperable anytime from 5:00 am through 8:00 pm shall be required to be scheduled with and approved by the City.
- 4.12.2 Any shut downs requiring equipment to be shut down for thirty minutes or more between the hours of 8:00 p.m. and 5:00 a.m. must be scheduled with and approved by City. Contractor must include estimated length of shut down in scheduling request.
- 4.12.3 Contractor shall notify City if work requiring an approved, scheduled shut down cannot be completed within the approved time frame.
- 4.13 Hazardous Waste: Contractor shall comply with all Federal, State and local environmental laws and regulations and endeavor to reduce generation of waste materials, minimize risks to the environment, the City, the general public, and their employees in the performance of its services to City. The Contractor shall properly dispose of all waste materials generated in the normal servicing of the units. Contractor is responsible for the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in maintenance and repair. For the protection of the City, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheets (MSDS) shall be made available at the City's request for all solvents, cleaners, and lubricants used in performing the specified work.
- 4.14 The Contractor shall be completely familiar with and shall comply with all City, State, and federal OSHA regulations and requirements as applicable for services performed under this scope of work.
- 4.15 The Contractor shall not require Contractor's employees to work in surroundings that are unsanitary, hazardous, or dangerous to their health, safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA).
- 4.15.1 Contractor's personnel shall wear applicable personal protection equipment, including but not limited to, safety steel-toed boots, at all times.

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

- 4.15.2 Contractor's personnel operating elevator or escalator equipment, tools, chemicals, or other materials shall be fully trained in the safe operation and handling of that equipment and material.
- 4.16 The Contractor shall maintain all elevators and escalators as in accordance with all federal, state, and local codes. These include, but are not limited to:
- American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection,
 - ADA
 - American Society of Mechanical Engineers (ASME) A17.1 - Safety Code For Elevators and Escalators
 - ASME A17.3 - Safety Code For Existing Elevators and Escalators
 - National Fire Protection Association (NFPA) Supplement 4 - Life Safety Code Handbook
 - Underwriters Laboratories (UL) Standard 104 - Elevator Door Locking Devices and Contacts
 - UL Standard 1084 - Outline of Investigation for Hoistway Cables.
- 4.17 In the event of conflict between this Scope of Work, the Manufacturer's Literature or any applicable codes, the more stringent terms or revisions shall apply unless otherwise notified in writing by the City.
- 4.18 Repair parts and components must conform, or exceed, Manufacturer's OEM specifications.
- 4.19 Contractor shall provide a routine preventative maintenance schedule to the Department Representative or his designee for all elevators maintained under this Contract.
- 4.20 The service mechanics shall, upon arrival and departure from the premises must sign in at the security desk, report to the City's Contract Administrator or departmental designee. Upon completion of all routine maintenance under this Contract, the service mechanic must certify that the work was done reporting findings to the Contract Manager, or department designee. Payment may be withheld on any unit if scheduled maintenance is not performed, incorrectly logged, illegible, or certification is not submitted as specified.
- 4.21 Contractor will replace all worn, failed, or broken parts. All replacement parts shall be identical, of equal quality and design, or superior to the parts replaced. Replacement parts may be new or reconditioned.
- 4.22 Contractor shall be responsible for all replacement parts, including OEM and proprietary parts, as required by this Contract. If during the term of the Contract, certain elevator or escalator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the Contract Manager. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to original parts and free from defects.
- 4.23 The Contractor shall dispose of all worn or defective parts, oils, and solvents in accordance with all applicable laws, rules, and regulations. Vendor shall handle, transport, and dispose of worn or defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove all materials from City premises as soon as each job is completed.

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

- 4.24 State required Maintenance Control Plan book must be maintained and up to date in each building for all escalators and escalators.
- 4.25 Contractor shall repair or replace equipment when an elevator or escalator fails, malfunctions, or has to be reset constantly. The Contractor will absorb the cost of repair maintenance for emergency adjustments and callback service that is required on elevators between routine maintenance periods.
- 4.26 Contractor shall work continuously until the malfunctions are corrected, including providing on-site technician until malfunction is resolved, at no additional cost to the City, regardless of the time or date service is provided such as late night hours, weekends or holidays.
- 4.27 Only where the Contractor can demonstrate to the Contract Manager's reasonable satisfaction that an inoperable elevator or escalator is a result of an accident or vandalism caused by others and not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence, then, the repairs may be billed at the Hourly Labor rate on the Attachment A, Revised Price List.
- 4.28 Contractor shall notify the Contract Manager of all equipment failures or malfunctions within one (1) hour of occurrence, and shall notify City of corrective actions underway, and the anticipated down time. Contractor shall document the malfunction and the corrective actions to be taken. Contractor shall again notify the Contract Manager when repairs are completed and the elevator or escalator is returned to operational status. In no instance shall any safety device, either automatic or manual, be bypassed.
- 4.29 Only repairs due to misuse, vandalism, or requests for by the City in writing for equipment modernization will be eligible for billing outside of the monthly preventative maintenance service.
- 4.30 Failure of the Contractor to perform all of the service obligations required under this Contract may be considered a material breach of this Contract by the City. In addition to any other remedies it may have, the City may withhold any monies due the Contractor or claimed to be due by him until the terms of the contract have been fulfilled and the work of the contractor accepted by the City.

5.0 PREVENTATIVE MAINTENANCE (PM) AND SAFETY REQUIREMENTS

- 5.1 PM inspections shall include, but are not limited to, the following tasks:
 - 5.1.1 All required Federal, State, and City inspections and tests
 - 5.1.2 Routine scheduled service
 - 5.1.3 Replacement or repair of parts that are worn, damaged, or destroyed due to normal wear and tear, or from lack of preventative maintenance
 - 5.1.4 Cleaning, repair, and adjustment of elevator and escalator components as necessary to maintain maximum operational efficiency
- 5.2 The Contractor shall develop and maintain preventive maintenance documentation on all elevators and escalator systems and equipment in accordance with this scope of work and detail regular maintenance tasks and service intervals. The City's Contract Manager shall have the final approval of the Contractor's schedules. Samples of the standard PM documents and checklists shall be submitted to, and approved by, the Contract Manager within thirty days of award of this Contract.
- 5.3 At a minimum, PM documents shall contain the following information:

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- 5.3.1 Name of City building or facility
 - 5.3.2 Type or brand of elevator or escalator
 - 5.3.3 City's elevator or escalator reference number
 - 5.3.4 Manufacturer's equipment serial number
 - 5.3.5 Maintenance item detail
 - 5.3.6 Frequency of maintenance for each item
 - 5.3.7 Date maintenance performed
 - 5.3.8 Signature of the service mechanic
- 5.4 The Contractor shall inspect each elevator and its component parts. Contractor will adjust, lubricate, clean, repair, or replace such parts and mechanisms as necessary to render preventive care and keep the Elevator Equipment in proper and safe operating condition.
- 5.5 PM program shall include all elevators and escalators and related components, equipment, and trim, including, but not limited to the following
- 5.5.1 Mechanical, electrical, and electronic components
 - 5.5.2 Appurtenances and systems in related manuals, drawings, documents, and bulletins
 - 5.5.3 All electrical and electronic and mechanical systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards
- 5.6 The Contractor shall maintain the efficiency, safety, and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, floor-to-floor time including door opening and closing time where power door operation exists. These items shall be maintained per the manufacturer's specifications and within the limits of all applicable building, fire, safety, and inspection codes.
- 5.7 The Contractor shall keep the guide rails clean and properly lubricated. When roller type guide shoes are involved, rail lubricant shall not be used. The Contractor shall check rail bracket and fishplate bolts, to ensure they are tightened properly.
- 5.8 The Contractor shall brush lint, dirt, and other foreign debris from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment and the floor of the Machine Room which is located at the site of each elevator
- 5.9 The Contractor shall be responsible for the proper maintenance of all safety equipment associated with the elevators or escalators. The Contractor's responsibility for safety includes general safety and the Contractor shall notify the City's departmental representative, in writing, of any unsafe condition, accident, or injury within two (2) hours of the observation or incident.
- 5.10 The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the levels of performance and service as described under this Scope of Work. The Contractor shall provide an inventory list of replacement parts available upon request of the Contract Manager. The listing shall include part number, stock quantities, and shall indicate if parts are available locally, or are stored at another location and the anticipated shipping lead-time
- 5.11 At a minimum, the Contractor must have access to replacement parts required to service and maintain the elevators. These parts must be available for installation within 24 hours. Component parts which must be maintained by Contractor are included in the "Replacement Parts for Elevator Equipment" table attached to the Contract as Exhibit C.

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- 5.12 The Contract Manager, or departmental designee, will provide the Contractor with any available elevator and escalator operations and maintenance manuals, including the most current drawings and wiring diagrams, in the City's possession. Contractor shall be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30 days after the beginning date of this contract.
- 5.13 All elevator and escalator documents, including manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition, location, or status, existing or in preparation, are the property of City.
- 5.14 Contractor shall provide Department Contract Manager a Material Safety Data Sheet (MSDS) for every chemical used in performance of the work or stored on City property.
- 5.15 Service Log Books shall be maintained in the facilities' machine room, or other designated area, and shall list the following information:
- 5.15.1 Name of City facility
 - 5.15.2 Elevator or escalator type
 - 5.15.3 Serial number and City equipment ID number
 - 5.15.4 Signature and date of the attending service mechanic
 - 5.15.5 Start time and duration of visit;
 - 5.15.6 Preventative maintenance performed (mechanic may reference PM Checklist)
 - 5.15.7 Information about malfunctions encountered and corrective actions taken
 - 5.15.8 Parts replaced and items which may require special attention on future visits.
 - 5.15.9 Additional comments regarding the overall condition of the equipment and machine room;
- 5.16 The Service Log Book shall be permanently maintained in the Machine Room and shall become the property of the City.

6.0 ELEVATOR MAINTENANCE

- 6.1 The Contractor shall be required to maintain, test, and repair all Elevator Equipment and escalators so that it is operational, safe, and free of defects. The intent of Preventive Maintenance (PM) services, as defined by this Contract, requires that ALL components and systems, of every elevator and escalator, shall be visually inspected and cleaned at each scheduled service interval. Contractors may use a pre-defined Preventative Maintenance Program, if agreed upon by the City's Contract Manager.
- 6.2 The Contractor shall equalize the tension on all hoisting ropes in order to maintain an adequate factor of safety as per ANSI A17.1 (or most current ANSI protocol). Contractor shall also replace conductor cables, hoist-way, and Machine Room elevator wiring as necessary.
- 6.3 The Contractor shall maintain the signal system, devices, and components parts. Included as signal equipment are the elevator signal buttons, direction and indicator lights, position indicator, hall lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.
- 6.4 The Contractor shall maintain storage cabinets in the Machine Room for the orderly storage of replacement parts and storage of original wiring diagrams with latest changes for each elevator. The City shall furnish wiring diagrams, if available, to the Contractor, which will become part of the

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Elevator Equipment. All drawings, diagrams, and amendments thereto shall remain the property of the City.

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

7.0 ESCALATOR MAINTENANCE

- 7.1 Examine the equipment and perform such additional work as required to correct malfunctions and/or to monitor complaint conditions.
- 7.2 Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, clean and orderly. Contractor shall prevent rusting and preserve the Equipment.
- 7.3 Lubricate the Equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- 7.4 Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.
- 7.5 Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful

8.0 REPORTING

- 8.1 The Contractor shall have an electronic record keeping system by which individual records are kept for each elevator and escalator showing each specific maintenance procedure completed, including when it was completed. The system will also log all service calls placed by the City and track the time and date of each occurrence, the response time, and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem.
- 8.2 Contractor shall archive, throughout the life of the contract, in its possession all maintenance records. At any time at the City's request, Contractor shall provide the City with on-line electronic media or hard copy of any or all of the records at Contractor's expense. Contractor may retain a copy for its records
- 8.3 The Contractor shall provide quarterly reports that shall include a summary of Service Log Book information, status of elevator, escalators and equipment, and parts utilization by elevator, escalator. The report shall include the results of inspections and tests conducted, general status of elevator, escalators and equipment, list of elevator, escalator breakdowns, repair times, schedule of upcoming inspections and tests, and schedule of major elevator, escalator shutdowns required for maintenance. Both a hard copy and electronic copy of all reports shall be provided to the Contract Manager or department designee.
- 8.4 The Contractor shall submit Quarterly Maintenance Reports to the Contract Manager within one (1) week following the end of the quarter and an Annual Summary Report within 30 days of the end of

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each annual inspection. The Contractor's signature on all reports certifies that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

- 8.1 Within one (1) week following the end of the quarter, the Contractor shall schedule a meeting with each City's department Contract Manager to provide a quarterly review of a dashboard report (format provided by the Contractor and approved by the City), summarizing meaningful operational data such as:
- 8.6.1 Quarterly Trend Chart(s) tracking data to demonstrate service contract performance. Examples: number of service call outs, failures, up time %.
 - 8.6.2 Quarterly Trend Chart(s) tracking data to demonstrate service contract cost. Examples: base contract cost, extra charges, unit cost.
 - 8.6.3 Proactive 3-5 year top concerns or issues look-ahead with recommended solution option(s). Examples: end of equipment life, environmental or legal concerns.
 - 8.6.4 Continuous improvement Ideas to provide better value in our service contract approach. Example: new technology method, reduce or increase base contract coverage – include cost analysis.
- 8.2 The Contractor shall develop a routine written schedule for maintenance and cleaning of hydraulic, electrical, freight and certain other elevators to conform to the schedule recommended by the applicable elevator manufacturers. The City will have the final approval of the Contractor's schedule and inspection forms. The Contractor shall submit the format of the form to the City within 30 days of contract award.

9.0 INSPECTIONS

- 9.1 Inspections include required State inspections; weighted, un-weighted, annual, or periodic inspections; those inspections requiring coordination with third parties; and any other inspections required to operate elevators and escalators in a safe and lawful manner.
- 9.2 The Contractor shall, at no additional expense to the City, identify, schedule, and ensure completion of all inspections, tests, and operating permits required for compliance. The Contractor shall obtain the necessary information required to determine when inspections, tests, and operating permits are required and shall conduct the five-year full load tests as needed.
- 9.3 The Contractor shall develop a plan within 30 days of the start date of this contract outlining procedures, requirements, deadlines, and approximate dates for all inspections and tests, for approval by the Contract Manager.
- 9.4 The Contractor shall keep a log of all inspections and tests. A report of the test or inspection results shall be included in the monthly maintenance report to the Contract Manager. The Contractor shall also include any corrective measures taken in this report of scheduled inspections and tests.
- 9.5 The Contract Manager shall have the right of inspection during or after any of this works and shall notify the Contractor within seven (7) calendar days of receipt of the Contractor's certified statement of any noted discrepancies. The Contractor shall correct any discrepancies within ten (10) working days.
- 9.6 Annual Safety Tests shall be performed in the first quarter of each year, or at a time acceptable by the Contract Manager, on all hydraulic elevators under Contract as per ANSI A17.1, or the latest edition, and furnish a copy of the report to the Contract Manager. If an oil leak develops in the

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buried piping or jack cylinder, the Contractor shall make all necessary efforts to test and determine the location of the leak and advise the Contract Manager in writing.

- 9.7 The Contractor shall implement and maintain a written Quality Control Plan to ensure proper preventative maintenance and inspections scheduled for all equipment covered under this Contract. The intent of the Quality Control Plan is to ensure that the maintenance of all City elevators and escalators adhere to the scope of work and all subsequent clarifications, described by this Contract. The Vendor shall submit to the City a City-approved Quality Control Plan within 30 days of the contract start date.
- 9.8 Inspection files must include documentation of all work performed including any deficiencies conducted by the Vendor and the corrective action taken. All inspection files, maintenance documentation, and other quality assurance files must be made available to City employees, within 48 hours of the time they are requested by the City's Contract Manager.
- 9.9 A periodic audit of the Contractor's activities during the term of this contract may be requested by the City at no additional charge and may include review of preventative maintenance performed, inspection documents, files, parts replaced, charges, labor hours, and repairs completed.
- 9.10 Prior to the first scheduled Preventative Maintenance at each site, Contractor shall obtain and review the most recent inspection records for that facilities equipment from the State of Texas- inspection records online reporting system. During performance of its initial Preventative Maintenance, Contractor shall have the opportunity to perform an in-depth inspection of the equipment, and if necessary, issue a deficiency proposal of items noted during the initial assessment and in the inspection reports obtained from the State. If a City Department disagrees with Contractor's deficiency proposal for any reason, that City Department may hire an independent inspector at its own expense, or Contractor shall retain an independent third-party inspector, at the request of the City Department and solely at Contractor's expense, to conduct a physical inspection of the equipment as well as Contractor's deficiency proposal and render an independent opinion. If the third-party inspector disagrees with any part of Contractor's deficiency proposal, then Contractor shall accept the third party inspector's assessment and cost proposal.

10.0 SINGLE POINT OF CONTACT (SPOC)

- 10.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and has experience with the elevator and escalator maintenance, repair and modernization requirements as listed in this specification. The SPOC shall serve as the main point of contact for all services.
- 10.2 The SPOC or designee shall be available and on-call 24 hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for direct contact with the SPOC or designee to the Department Contract Manager or designee.
- 10.3 The SPOC shall have full responsibility for the obligations to be performed under this contract. If a designee is utilized, designee shall be equally as qualified as the SPOC.
- 10.4 The SPOC shall not be a working technician or mechanic.

11.0 CONTRACTOR REQUIREMENT

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

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- 11.2 Contractor shall be a commercial elevator/escalator business engaged in providing elevator and escalator maintenance and repair services for a minimum of ten continuous years.
- 11.3 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees such as state franchise fees.
- 11.4 Contractor shall have a minimum of five (5) years continuous experience in providing elevator and escalator maintenance, repair and modernization.
- 11.5 Contractor shall provide five (5) commercial references for similar work and types of system as outlined in these specifications.
- 11.6 Contractor shall provide the use of the servicing diagnostic tool required for use in maintaining and troubleshooting elevator controllers.

12.0 PERSONNEL REQUIREMENTS

- 12.1 The City shall have the right to require that the Contractor shall remove any employee from this contract whose conduct is considered by the City as improper, inappropriate, dangerous, or offensive. When an employee has been removed from this contract, they shall not be assigned to provide onsite services for the remainder of the contract term without the written consent of the Contract Manager.
- 12.2 Personnel assigned to any contract awarded as a result of this solicitation shall have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of elevators and escalators. The Contractor's personnel shall meet all applicable certification requirements of all regulatory agencies having jurisdiction and be a permanent employee of the Contractor.
- 12.3 Upon request by the Contract Manager, the Contractor shall furnish certification papers and documentation of the assigned personnel's qualifications. The Contractor may replace personnel assigned under this contract only with equally classified and qualified personnel.
- 12.4 Employees of the Contractor shall wear a standard company uniform, safety shoes, and have company issued photo identification clearly displayed. Uniforms, at minimum, shall be clean, consistent in appearance, and have the Contractor's name or logo clearly displayed.

13.0 OUT-OF-SERVICE CONDITIONS AND PERFORMANCE REVIEW

- 13.1 Elevators or escalators that are inoperable, out of regulatory compliance, pose a potential threat to users, or are malfunctioning, are considered "Out-Of-Service". Out-of-Service equipment can cause substantial tangible and intangible harm to City operations, employees, citizens and patrons. The City's Contract Manager shall review all Out-Of-Service conditions which persist longer than a twenty-four hour period. The twenty-four hour period shall begin when the Contractor notifies the Contract Manager that a unit is out of service or when the Contractor receives notification from the Contract Manager or departmental designee of a unit out of service.
- 13.2 Contractor shall not be responsible if the equipment is out of service as a result of an accident caused by others, misuse, vandalism, and is not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply to these contract terms and conditions or negligence.

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Scheduled PM work that is not completed and results in an inoperable elevator and/or escalator for longer than a twenty four period will be reviewed by the City's Contract Manager.

- 13.3 Upon the City's Contract Manager's Review of an Out-Of-Service condition, the Contractor shall be held responsible for the out of service condition persisting longer than a twenty-four hour period that resulted from the Contractor's scheduled PM work that was not complete, scheduled PM work which was not performed timely, scheduled PM work which was not performed according to standard and specifications in this Contract, or negligence on behalf of the Contractor. The City reserves the right to exercise any and all options under this contract in seeking remedies for any and all losses associated with the out of service equipment.
- 13.4 The Contractor may not swap parts from one unit to another to avoid an Out-of-Service condition.
- 13.5 More than twelve (12) occurrences of out of service conditions that exist for any single elevator or escalator in any rolling 12-month period for which the contractor is responsible, as determined in the City's sole and reasonable discretion, shall be cause for termination of this contract. In the event of a termination, the City may exercise its rights under the performance bond to obtain required repairs/service without waiving any other rights or remedy the City may have against Contractor.
- 13.6 On a yearly basis, the City and the Contractor may conduct a joint inspection to determine whether the Contractor has complied with this Agreement. A written record of discrepancies, which are found in such joint inspection, shall be made, and the Contractor shall make corrections within 30 days receipt of written discrepancies. Payment may be withheld for any elevator or escalator for which corrections have not been made.
- 13.7 The City reserves the right to make any test or inspection deemed advisable to ascertain that maintenance requirements are being fulfilled. Should it be found that the standards herein specified herein are not being satisfactorily maintained, the City may immediately require that the Contractor place the elevator in a condition to meet these requirements. The Contractor's failure to comply with such a requirement within ten (10) calendar days shall constitute a material breach of the contract. In the event of such a material breach, the City may terminate the Agreement; obtain a separate Agreement with another Contractor to have such work performed, and charge to and recover from the original Contractor the total cost thereof.
- 13.8 If an elevator and/or escalator has been out of service for longer than twenty four hours, and Contractor has not responded as required under this Contract, the City may choose, at its sole discretion, to engage other parties to respond to the out of service condition. The City shall apply as a credit a reduction in payment to future Contractor's invoices the difference in cost if the City engages another party to address the out of service condition, including overtime charges for the outside service, equipment charges, and any additional fees, customer refunds or costs incurred by the City and/or City personnel directly related to the elevator and/or escalator being out of service.

14.0 OTHER SERVICES

- 14.1 Parts, materials, or services provided by the Contractor, outside the scope of this Contract, are considered "Other Services." Other services, outside the scope of this Contract, shall be performed in accordance with all provisions of this agreement unless otherwise agreed upon, by both parties, in writing.
- 14.2 The contractor shall not be responsible for repairs necessitated by the negligence, misuse, or vandalism of equipment. The Contractor shall bear the burden of proof to show that the cause of elevator malfunction was due to negligence, misuse, or vandalism of the equipment. The

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Contractor shall take the elevator out of service until the City's Department Representative or a specialist designated by the City inspects the damages and the City authorizes the work to be completed.

- 14.3 The Contractor with a percentage discount for parts (Attachment A – Revised Price List) shall bill repairs not specified in the maintenance portion of this contract on an hourly labor rate. Contractor shall provide materials to the City based on a percentage discount from manufacturer's list price.
- 14.4 The Contractor shall contact the City Department of Small Minority Business Resource (SMBR) to identify a team of minority subcontractors that are qualified to perform the subsidiary and finish-work services. The hourly rate and scope for each subcontractor shall be submitted with the job quote and approved by the Contract Manager or department designee. The types of subcontracting work include but are not limited to: refinishing, repairing or replacement of car enclosure, fans, gates, finished floor covering, door panels, plenum chambers, hung ceilings, handrails, mirrors, carpeting, hoistway gates, hoistway enclosure, frames, doors, sills, jack casing, power feeders, wiring and fusing, hydraulic cylinder, underground piping and smoke or heat sensors.
- 14.5 Contractor shall identify and submit to the Contract Manager or department designee for written approval subcontracting opportunities on a job-by-job basis. Contractor shall be responsible to provide and/or subcontract all trades required to complete job assignments including proprietary system/equipment per required codes and ordinances and meet the goals and standards set forth in the service agreement. Subcontracting may be charge base on % mark-up for proprietary services as listed on the Attachment A, Revised Price List.
- 14.6 Vendor shall not make any modifications to existing elevators, escalators, or components without the Contract Manager's prior written authorization.
- 14.7 Once a quote by the Contractor has been prepared describing the scope and expected cost, the Contract Manager in writing shall authorize other services. Labor and materials for Other Services shall be provided at rates specified in the Bid Sheet.
- 14.8 The City may, requests the Contractor to perform certain system upgrades and modifications to the elevators or escalators. In such event, Contract Manager will issue a written notice to proceed. The Contractor shall provide such upgrades and modifications at the same rate for labor and parts as indicated by the terms of this contract (see Attachment A, Revised Price List).
- 14.9 The Contractor shall provide labor and materials to assist independent consultants, engineers, or other professionals to perform special studies or investigations of elevator and/or escalator equipment, maintenance, and/or operation.
- 14.10 The Contractor shall provide labor and materials to modify or upgrade elevators or escalators in accordance with revisions to governing regulations, recommendations by consultants, engineers, and/or other professionals, and/or City requirements.
- 14.11 The Contractor may recommend changes to elevators and escalators (e.g. additional safety devices to prevent accidents) based on the Vendor's expertise and experience.
- 14.12 The Contractor may offer onsite stand-by service to be scheduled in advance for special events. Stand-by Services will be billed as additional charge per Attachment A, Revised Price List.

15.0 CONTRACT CLOSE OUT

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- 15.1 Six months before expiration of this Contract, the Contractor shall inspect and test all elevators and escalators in accordance with accepted inspection and test procedures. The Contractor shall repair or replace any equipment or components in accordance with the result of inspection and testing.
- 15.2 Thirty days before the expiration of this Contract, the Contractor shall replace all lubricating oils and lubricate, and adjust elevator and escalators.
- 15.3 Thirty days before expiration of this Contract, the Contractor shall provide the Contract Manager with a written report on the condition of the elevator and escalators. The final report must include inspection, test reports, and certified statements signed by the Contract Manager verifying to the condition of the elevators and escalators.
- 15.4 The Contractor shall agree to provide "phase-out" services for up to 30 days prior to the expiration of this Contract to its successor at no additional cost to the City. Phase-out orientation may include system operations and maintenance procedures, record keeping, reports, and procurement procedures. If the Vendor fails to provide the 30-day phase-out service, the Vendor agrees to issue a credit or reimbursement for one full month of service.

16.0 AUSTIN CONVENTION CENTER DEPARTMENT (ACCD) SPECIFIC REQUIREMENTS

- 16.1 Services shall be provided for elevators and escalators at the following locations:
 - 16.1.1 The Austin Convention Center (ACC) and parking garages
 - 16.1.2 The Palmer Events Center (PEC) and parking garage
 - 16.1.3 The African American Cultural Heritage Facility
- 16.2 ACCD currently operates twenty-seven (27) elevators, and six pairs of escalators.
- 16.3 Contractor shall perform routine preventative maintenance inspections at least once every two weeks or more frequently, as may be required to prevent the occurrence of system failures. Upon Contract award, the Contractor shall submit to the Contract Manager a proposed schedule for the routine PM inspections. The Contract Manager will notify the SPOC either verbally or in writing if a greater frequency is required.
- 16.4 The Contractor must be aware that elevators and escalators operate in a Convention Center environment with the following concerns and operational considerations:
 - 16.4.1 Heavy pedestrian traffic
 - 16.4.2 Twenty-four hour operation
 - 16.4.3 Peak load periods of Convention Center customer load-in and load-out
 - 16.4.4 Frequent movement of heavy freight
- 16.5 PM lasting in excess of two (2) hours on a single unit shall be scheduled and performed between the hours of 10:00 pm and 6:00 a.m. unless prior written approval requested has been obtained from the Department Contract Manager.
- 16.6 All inspections or tests that require an elevator or escalator to be made inoperable must be performed between 12:00 a.m. and 6:00 a.m. unless prior written approval requested has been obtained from the Department Contract Manager.
- 16.7 Contractor shall provide 24-hour service, 7 days per week to respond to requests for emergency service. Contract Manager or Designee will gather as much information as possible concerning the

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emergency and contact Contractor's after hour's service number. In case of an entrapment, the Contractor shall be on the job site with manpower and materials within thirty (30) minutes of notification. "Entrapment" is defined as any time a passenger is stranded in an elevator. If a call for entrapment service is not answered within thirty (30) minutes, ACCD may choose to engage other parties to answer the call. The Contractor shall absorb any differences in cost if ACCD engages another party to respond to a call.

- 16.8 Upon arrival and departure from the premises, the Contractor's employees shall report to the Security Control Center. Upon completion of all routine maintenance or services, the Contractor's representative shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep the Contract Manager advised of developments relating to the performance these services.
- 16.9 The Contractor shall schedule a routine Contractor performance review meeting with the ACCD Contract Manager and staff at least once every two months on a date agreeable by both parties.
- 16.10 In addition to the bi-monthly meeting described in item 16.9, ACCD reserves the right to request a meeting with the Contractor to discuss any topics related to this contract or Contractor's performance. This request may be given in writing or verbally to the Contractor's SPOC and will include the time, date, location, required attendees, and purpose of meeting. The Contractor is expected to schedule an appropriate time to meet within seven (7) days of a request. At a minimum, at least one supervisor and one manager must be present at any performance meeting.
- 16.11 Single Point of Contact (SPOC)
- 16.11.1 The Contractor shall provide a single point of contact (SPOC), who is skilled, knowledgeable, and experienced in elevator maintenance and repair.
- 16.11.2 The single point of contact (SPOC) or designee shall be available and on-call 24 hours daily including weekends and holidays. The Contractor shall provide the office number, email address, pager, and or cell phone number.
- 16.12 Provide labor for onsite stand-by service at the request of ACCD, at the rate as stated in the Attachment A.
- 16.13 **Quality Control/Quality Assurance:** The Contractor shall implement and maintain a Quality Control Plan that ensures the City that the maintenance of all elevators and escalators will adhere to the scope of work described herein. The Contractor shall submit an acceptable quality control plan within 30 days of contract start date. The quality control plan must include, but not limited to, the following:
- 16.13.1 Inspection Plan - The inspection plan must specify areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, and titles or certifications of the Contractor's personnel who will perform the inspections. The inspection plan must specify the type and number of inspections to be conducted and shall identify the types of deficiencies and work plan to address it.
- 16.13.2 Deficiency Prevention – The Contractor shall establish a method of identifying cause of equipment failure and corrections taken in order to improve the quality of service before the level of performance is deemed unacceptable.
- 16.13.3 Inspection Files – Inspection files must include documentation of work, including any

**EXHIBIT A
CITY OF AUSTIN
CONTRACT SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

deficiencies conducted by the Contractor and the corrective action taken. The inspection files, including documentation, must be made available to the City, within 72-hours of the time they are requested by Contract Manager, in writing.

16.13.4 PM Audit – At the request of the City, a PM Audit may be performed. The areas to be covered by the PM Audit may include, but not be limited to the following:

- Condition of elevator, escalators.
- Contractor's personnel performance

17.0 AUSTIN-BERGSTROM INTERNATIONAL AIRPORT (ABIA) SPECIFIC REQUIREMENTS

- 17.1 The Contractor, and all assigned employees, must comply with ABIA security procedures at all times (see Attachment B to the Solicitation - ABIA Security Forms).
- 17.2 The Contractor may be required to provide employee background checks, completed security forms, and ABIA specific insurance requirements (see Attachment B to the Solicitation - ABIA Security Forms).
- 17.3 ABIA security procedures may require that City staff or members of the Transportation Security Administration (TSA) escort the Contractor, at all times.
- 17.4 On occasion, the Contractor may be asked to wait up to 30 minutes until City staff or TSA agents are available to provide escorted access to the Airport facilities.
- 17.5 ABIA maintenance shall be confirmed with the designated Department Contract Administrator at least two (2) days before scheduled maintenance activities.
- 17.6 In order to avoid excessive delays, the Contractor's employees shall call at least two (2) hours before arriving at the ABIA to inform the designated Department Contract Administrator.

Exhibit B

SCHINDLER REVISED PROPOSAL RFP PAX0107								
LABOR								
GROUP A - BUILDING SERVICES DEPARTMENT								
Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	Austin Parking Enforcement	1111 Rio Grande	Dover EM3728, hydraulic, 2100 lb. passenger	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Municipal Building	124 West 8th	Hollister Whitney, passenger, electric	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Municipal Building	124 West 8th	Otis, passenger, electric	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Austin Police Department North	12425 Lamplight Village Ave	Dover, EP6020A, EE5903	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	RBJ Health Center	15 Waller Street	Motion Control, passenger, 4030/TXE 2	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	RBJ Health Center	15 Waller Street	Motion Control, passenger, TXE-28361	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 1	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus, Bldg 2	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Rutherford Lane Campus - Bldg 4	1520 Rutherford Lane	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Arthur DeWitty VTC	2209 Rosewood	General, passenger	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40
	City Hall	301 West 2nd Street	Kone, Gearless Traction	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40
	Webberville Service Center	2600 Webberville Road	Hydraulic Passenger Elevator	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Public Safety Training Center	4800 Shawn Lane	Otis, Hydraulic Passenger Elevator	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Transfer Center	3810 Todd Lane	Passenger/Hydraulic	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	South Austin Svc.Ctr.	4108 Todd Lane	Passenger/Hydraulic	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Technicenter	4201 Ed Bluestein	Dover, Hydraulic, Model#EP6020	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Service Center #8	4411 Meinardus Dr.	Dover, DMC hydraulic	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Fire Prevention and Training	517 S. Pleasant Valley Rd	Dover, E55577	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Municipal Court - Jail Elevator	700 East 7th	Dover, hydraulic, DP70E15, S/N 33546	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, hydraulic, F00305, S/N 33547	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Municipal Court	700 East 7th	Dover, passenger, S/N E72759	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32920	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32921	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, oildraulic, freight, S/N E-62929	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052304, 10984	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Austin Police Department	715 East 8th	Dover, passenger, 1586052305, 109894	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Austin Police Department	715 East 8th	Dover, passenger, E87128, AP-180-44	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp, passenger	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp TAC 20 S/N E-P5826	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
GROUP B - LIBRARY DEPARTMENT								
Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48548	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48549	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48550	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Austin History Center	810 Guadalupe	Dover, passenger, oildraulic, S/N S00010926	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60

	Yarborough Branch Library	2200 Hancock Dr	Dover, passenger, oildraulic, S/N 20W682	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Zaragoza Warehouse	651 N. Pleasant Valley Rd.	Dover, passenger, oildraulic, S/N 20Y979	24	\$ 123.00	\$ 2,952.00	\$ 104.55	\$ 2,509.20
	Austin History Center	810 Guadalupe	WC #1 Access WL48, Serial 096628N	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #2 Access WL48, Serial 09818N	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60
	Austin History Center	810 Guadalupe	WC #3 Access WL48, Serial 096638N	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60

GROUP C - PARKS AND RECREATION DEPARTMENT

Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	Parks and Recreation	1500 W. Riverside Dr.	Dover, passenger, 1500 lb., S/N E-48617	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1200 Montopolis Dr.	Dover, passenger, 2000 lb., mfr. #EG0035	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	2300 Rosewood Ave.	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1006 Congress	General, passenger, 2500 lb., S/N 63082T	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	301 Nature Center Dr.	Custom, oildraulic, 2100 lb., S/N 63482T	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1110 Barton Springs	Dover, passenger, 2000 lb., mfr. #EC3045	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	2100 East 3rd St.	Thyssen Krupp, passenger, 2100 lb., Model#TAC20	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, freight, 7500 lbs., S/N EP9155-139328	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, passenger 2500 lbs., S/N EP9154-B0306180263	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Washington Carver Cultural Arts Center	1165 Angelina St.	Wheel Chair Lift, Decal # 63234	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00

GROUP D - AUSTIN WATER UTILITY

Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	ULRICH WTP	1000 Forest View	Dover, freight, electric 8000 lb., S/N C21801	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	ULRICH WTP	1000 Forest View	Dover, passenger, hydraulic, 2500 lb., S/N 063-EG-7613	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	ULRICH WTP	1000 Forest View	ThyssenKrupp Elevator (TKE) Model TAC 20 S/N FT3562 Installed 2005 2500 lbs. capacity	13	\$ 205.00	\$ 2,665.00	\$ 174.25	\$ 2,265.25
	DAVIS WTP	3500 West 35th St.	Hunter Hayes, freight, electric, 4000 lb., S/N C10469	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	DAVIS WTP	3500 West 35th St.	Schlinder, 330A hydraulic 2100 lb., B0582, S690005-01	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	WALNUT CREEK	7113 E. Martin Luther King	Dover, hydraulic, freight, 2000 lb., DP12020, S/N E-45732	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	S. Austin WWTP - Lift Station #1	13009 Fallwell Lane	Montgomery, 2500 lb., S/N CT 53698	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40
	PAXTON SE SERVICE CENTER	3907 S. Industrial Ctr.	Montgomery Kone, hydraulic, 250 lb., S/N CP83158	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Waller Creek Center	625 E. 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E. 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E. 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E. 10th St Waller Creek Ctr	Montgomery Kone, Passenger, MIPROM 21 Control VVVF	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Waller Creek Center	625 E. 10th St Waller Creek Ctr	US Elevator, passenger, hydraulic,	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00

GROUP E - AVIATION DEPARTMENT

Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover # 040079	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040074	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040075	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040076	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040077	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040078	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053049 s/n C088438	12	\$ 4,920.00	\$ 59,040.00	\$ 348.50	\$ 4,182.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053054 s/n C088439	12	\$ 4,920.00	\$ 59,040.00	\$ 348.50	\$ 4,182.00

	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053059 s/n C088440	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053064 s/n C088441	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053070 s/n C088442	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053076 s/n C088443	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053081 s/n C088444	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053086 s/n C088445	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053091 s/n C088446	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053096 s/n C094970	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053101 s/n C088436	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053106 s/n C088437	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-01	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-02	12	\$ 2,460.00	\$ 29,520.00	\$ 174.25	\$ 2,091.00

GROUP F - CONVENTION CENTER DEPARTMENT

Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Montgomery Freight Elevator	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
	Convention Center	500 East Cesar Chavez	Matot Dumbwaiter	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Schindler Escalators	24	\$ 574.00	\$ 13,776.00	\$ 487.90	\$ 11,709.60
	Convention Center	500 East Cesar Chavez	Portable wheel chair lift	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
	Convention Center 2nd St. Garage	601 East 5th Street	Fixed Wheelchair lift	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60

Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	12	\$ 410.00	\$ 4,920.00	\$ 348.50	\$ 4,182.00
Palmer Events Center	900 Barton Springs	Schindler Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
Palmer Events Center	900 Barton Springs	Schindler Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
Palmer Events Center	900 Barton Springs	Minnesota Freight Elevator	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
Palmer Events Center	900 Barton Springs	Portable wheel chair lift	12	\$ 123.00	\$ 1,476.00	\$ 104.55	\$ 1,254.60
Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	12	\$ 205.00	\$ 2,460.00	\$ 174.25	\$ 2,091.00
African American Cultural 7 Heritage Facility	912 East 11th Street	Schindler Elevators	12	\$ 697.00	\$ 8,364.00	\$ 592.45	\$ 7,109.40

GROUP G - AUSTIN ENERGY

Item	Location Description	Street Address	Elevator Description	Estimated Quantity (Annually)	Original Proposal	Original Extended Price	Revised Proposal with 15% discount	Revised Proposal Extended Price
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Freight #1- ThyssenKrupp – ET0746	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Passenger #2 – ThyssenKrupp ET0747	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #1- Otis Electric – S/N CT13015	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #2- Westinghouse Electric – 2BC-ERI	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Kramer Ln. Service Center Bldg. C	2412 Kramer Lane Austin, TX 78756	Passenger- Electric Hydraulic Montgomery O.E.M. – 77-1592	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Chair Lift- Electric Screw Accessibility Lift O.E.M – W/C Lift	24	\$ 205.00	\$ 4,920.00	\$ 174.25	\$ 4,182.00
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Passenger- Montgomery Hydraulic Elevator – CP81664	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	St. Elmo Service Center	11 B Meinardus Drive Austin, TX 78704	Passenger- Electric Hydraulic DMC Dover O.E.M. – ED3285	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Town Lake Center	1 Barton Springs Rd. Austin, TX 78704	Passenger #1- Dover Electric – C42433	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Town Lake Center	1 Barton Springs Rd. Austin, TX 78704	Passenger #2- Dover Electric – C42444	24	\$ 287.00	\$ 6,888.00	\$ 243.95	\$ 5,854.80
	Town Lake Center	1 Barton Springs Rd. Austin, TX 78704	Freight #3- Dover Hydraulic – E88177	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Town Lake Center	1 Barton Springs Rd. Austin, TX 78704	Passenger #4- Dover Hydraulic – E88175	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	Town Lake Center	1 Barton Springs Rd. Austin, TX 78704	Passenger #5- Dover Hydraulic – E88176	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	System Control Center	500 Montopolis Dr. Austin TX 78741	Passenger #1- Dover Hydraulic – EH5388	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	CTECC	10 Old Manor Road, Austin, TX 78704	Passenger #1- Schindler Elevator (decal #031257)	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60
	CTECC	10 Old Manor Road, Austin, TX 78704	Passenger #2- Schindler Elevator (decal #031258)	24	\$ 164.00	\$ 3,936.00	\$ 139.40	\$ 3,345.60

OTHER LABOR RATE

		Original Proposal	Revised Proposal with 15% discount
Standby Service			
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.	\$ 170.00	\$ 155.00
	After hours, weekends, and holidays	\$ 289.00	\$ 250.00
Entrapment Service Calls			
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.	no charge	
	After hours, weekends, and holidays	\$ 289.00	\$ 250.00
None-Maintenance Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.			
	Lead Technician	\$ 170.00	\$ 155.00
	Elevator Technician	\$ 170.00	\$ 155.00
	Elevator Helper	\$ 136.00	\$ 125.00
None-Maintenance Calls - After hours, weekends, and holidays			
	Lead Technician	\$ 289.00	\$ 250.00

	Elevator Technician	\$	289.00	\$	250.00
	Elevator Helper	\$	232.00	\$	175.00
Emergency Calls - Monday thru Friday, 6:00 A.M. to 6:00 P.M.					
	Lead Technician		no charge		
	Elevator Technician		no charge		
	Elevator Helper		no charge		
Emergency Calls - After hours, weekends, and holidays					
	Lead Technician	\$	289.00	\$	250.00
	Elevator Technician	\$	289.00	\$	250.00
	Elevator Helper	\$	232.00	\$	175.00
Billing Rate Modernization - Monday thru Friday, 6:00 AM - 6:00 PM					
	Lead Technician			\$	153.45
	Elevator Technician			\$	125.10
	Elevator Helper			\$	111.60
Preventative Maintenance Inspection					
	Hydro Pass	No additional charge. This is part of the PM			
	Hydro Freight				
	Traction Pass				
	Traction Freight				
	Escalator				
SUBCONTRACTING					
ITEM	PROPRIETARY ITEMS				
	% mark-up for proprietary services				20%
MATERIAL					
ITEM	MATERIAL				
	% MARK-UP from manufacturer's price list				20%

OFFER SUBMITTED BY	
By signature below, I certify that I have submitted a binding offer:	
Signature of Person Authorized to Sign Offer:	<i>Ashley Timmons</i>
Signer's Name and Title:	Ashley Timmons, Business Unit Manager

Exhibit C

City of Austin Parts List

City of Austin Job Sites	Centralized Warehouse	Job Specific Orders	Motor Shop Work
Available in 24 hours or Less	48 Hour or Less	1 Weeks or Less	2 Weeks or Less
Interlocks	Solid State Boards	Power Drives	Motor Rewines *
Door Rollers	Pump Motors	Car Door Sills	Generator Rewines *
Relays	Valves - Complete Assembly	Escalator Drive Chains	Brake Pully
Door Belts	Selector Tapes	Travel Cables	Commutators Rewinds
Motor Belts	Selector Assemblies	Lining & Components	Computer Devices
Escalator Steps (2)	Car Guide Rollers	Condensers	Governors
Escalator Handrail (2)	CWT Guide Rollers	Car Door Hangers	Governor Jaws
Resistors	Solid State Boards	Hydraulic Fluid Tanks	Car and Cwt Rails
Electronic Door Edge	Emergency Lights		Load Weighing Equip
Hydraulic Oil	Telephones		Commutators
Hydraulic Packings	Brush Holders		Deflector Sheave
Victolic Fittings	Cab Fans		Secondary Sheaves
Exposed Piping	Bearings		Car and Cwt Buffers
Gibs	Transformers		Governor Tension Sheave
Light Bulbs	Top and Bottom Limit Switches		Compensation Sheave
Push Button Assemblies	Thrust Bearing		Operator
Resistors	Exposed Piping		Car Safety Replacement Parts
Gear Oil	Brake Coil		Commutating (Rotating Elements)
Car Door Contacts	Contacts		
Brushes	Leads		
	Dashpot		
	Timing Devises		
	Hoistway Door Hangers		
	Car Door Contacts		
	Wood Platform Flooring		
	Plunger Packings		
	Door Operator Motors		
	Shoes		

*Motors and Generators - Schindler to Cover all Cost for Expedite - Rewines by Motor Shop
In order to Expedite

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

- 33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by November 20, 2013 at 2:00 pm. Please send questions in writing to Sai Xoomsai Purcell by email sai.xoomsai@austintexas.gov or fax to: (512) 972-4015.

PRE-PROPOSAL CONFERENCE AND SITE-VISITS TIME AND DATE ARE AS FOLLOW:

Time and Date: 9:00 am, 11/07/2013 **Location:** **Building Services**

411 Chicon, Austin, TX 78702
City Hall, 301 W. 2nd St, Lobby
Municipal Building, 124 W. 8th Street
APD Headquarters, 715 E. 8th Street
Municipal Court, 700 E. 7th street
Transportation, 1111 Rio Grande
Rutherford Lane Campus, 1520 Rutherford Lane,
building 1 security desk
Technicenter/Motorola, 4201 Ed Bluestein
Public Safety Training Campus, 4800 Shawn Lane
AFD Prevention and Training, 517 South Pleasant Valley
DeWitty Center, 2209 Rosewood
Fleet Service Center #8, 4411 Meinardus
RBJ Building, 15 Waller Street

Time and Date: 9:00 am, 11/8/2013 **Location:** **Library** - Zaragosa Warehouse 635 N. Pleasant Valley Rd., Second floor meeting room.

Time and Date: 9:00 am, 11/12/2013 **Location:** **Austin Water Utility** - Webberville Service Center, 2600 Webberville Rd.
Ulrich WTP, 1000 Forest View
Davis WTP, 3500 West 35th St
Walnut Creek, 7113 E. Martin Luther King, Blvd.
S. Austin WWTP – Lift Station # 1, 13009 Fallwell Lane
Glen Bell Service Center, 3907 S. Industrial Center
Waller Creek Center, 625 E. 10th St.

Time and Date: 9:00 am, 11/13/2013 **Location:** **Convention Center** - 500 East Cesar Chavez, Austin, TX 78701. Enter through the Red River service entrant gate to the security desk.
Austin Energy – Town Lake Center 721 Barton Spring Rd. Austin, TX 78704
SCC – 2500 Montopolis Dr. Austin, Tx 78741
St. Elmo – 4411 B Meinardus Dr. Austin, TX 78744
DCP #2 – 410 Sabine St. Austin, TX 78701
CTECC – 5010 Old Manor Rd. Austin, TX 78723
Kramer Ln Bldg E. – 2526 Kramer Ln. Austin, TX 78758
Kramer Ln. Bldg C. – 2412 Kramer Ln. Austin, TX 7875
Decker Power Plant – 8003 Decker Ln. Austin, TX 7872

Time and Date: 9:00 am, 11/14/2013 **Location:** **ABIA**, 3601 Bergstrom Drive (South Side of the airport off Burleson).

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Due to the Austin-Bergstrom International Airport security policy, Vendors who are planning to attend the scheduled pre-proposal meeting on November 14, 2013 at 9:00 A.M., must provide the following information:

- **Attendees' full name**
- **Attendees' date of birth**

This information is due by November 11, 2013 at 11:00 A.M. at saixoomsai@austintexas.gov.

2. INSURANCE. Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. BID BOND

- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. PAYMENT BOND

- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the Contract amount within fourteen calendar days (14 unless a different period is inserted) after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The

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Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

5. PERFORMANCE BOND

The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within fourteen calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- A. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

7. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

8. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Building Services Department
Attn:	Roger Stricklin
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Department	Aviation Department
Attn:	Mike Robinson
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719
Department	Library Department
Attn:	Manuel Huerta
Address	635 N Pleasant Valley Rd
City, State Zip Code	Austin, TX 78702
Department	Park and Recreation Department
Attn:	Account Payable
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78701
Department	Austin Water Utility
Attn:	Betty Carrell
Address	3621 FM 620 South
City, State Zip Code	Austin, TX 78738

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Department	Convention Center Department
Attn:	Account Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Department	Austin Energy Department
Attn:	Account Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

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- ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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ITEMs 11 AND 12 BELOW COVER WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION THAT MAY required by VARIOUS DEPARTMENTS

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

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- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Wages and salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry/Installation, maintenance, and repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal:	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

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14. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
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REPAIR, AND MODERNIZATION**

1.0 PURPOSE

This Request for Proposal (RFP) is to establish a contract with a Contractor or Contractors to perform services that include elevator and escalator preventive maintenance, repair, and modernization services at various buildings for the City of Austin (City). Included in this specification are provisions regarding scope of work to be performed, contract clarifications, safety expectations, and other requirements for elevator and escalator maintenance, repair, and modernization services.

The City reserves the right to award by group or by line items to one or more Contractors, whichever is most beneficial to the City. Contractor shall propose pricing on all items in a group per Attachment A, Price Proposal Form, to be considered for group award.

The City reserves the right to add or delete departments and/or locations to a contract awarded as a result of this solicitation. Locations may be added or deleted at any time. New locations will be priced at the same price as similarly sized buildings already on the contract.

2.0 SCOPE

- 2.1 The elevator and escalator services (described as hereafter as “elevator repairs” or “elevator maintenance” or “elevator equipment”) provided under the terms of this Contract are vital to the City’s overall efforts to provide quality, safe, and reliable elevator and escalator services for City staff, customers, and citizens at various City facilities.
- 2.2 This contract will provide systematic preventative maintenance (PM), repair, modification, and upgrade services for various elevators, escalators, lifts, and related equipment.
- 2.3 This maintenance and repair contract is designed to ensure elevator and escalator availability, safety, and reliability for City employees, customers, and citizens for escalators and elevators at all specified sites.
- 2.4 Contractor shall maintain and absorb all costs associated with maintaining the signal system, devices, and component parts, and assure compliance with the Americans with Disability Act (ADA) Accessibility Guidelines (ADAAG) item 4.10, including all buttons, direction and indicator lights, position indicators, mechanical and electrical dials, signal bells, buzzers and gongs, and emergency communication systems.
- 2.5 The intention of this specification is full and preventative elevator and/or escalator maintenance service for City facilities. Any services that have been omitted from this specification which are clearly necessary for the complete elevator and/or escalator maintenance services shall be considered a requirement although not directly specified or called for in this specification.
- 2.6 In order to meet the changing needs of the City, the City reserves the right to add or removed any equipment or department from this contract.

3.0 CITY POINTS OF CONTACT

- 3.1 The following City employees, or their designees, shall be contacted to arrange maintenance schedules, inspections, invoicing, and repairs of elevator systems at the corresponding departments’ facilities:
 - 3.1.1 Building Services Division: Donald Baldwin (512) 974-3965
 - 3.1.2 Parks and Recreation: George Maldonado (512) 974-9525
 - 3.1.3 Aviation (ABIA): Mike Robinson (512) 530-7571

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- 3.1.4 Austin Water Utility: Darrell Richmond (512) 972-0313
- 3.1.5 Library: Manuel Huerta (512) 974-7334
- 3.1.6 Austin Convention: Curtis Jolly (512) 404-4300
- 3.1.7 Austin Energy: Greg Warren (512) 322-6172
- 3.1.8 Austin Energy (CTECC): Renee Codina (512) 974-0765

4.0 GENERAL SERVICE REQUIREMENTS

- 4.1 Contractor shall maintain all elevators, escalators and associated equipment for each City Department according to the original manufacturer's performance specifications.
- 4.2 Contractor shall maintain all licenses required by the City or the State of Texas to perform repairs, maintenance, inspections, and modifications to elevator equipment.
- 4.3 The City reserves the right to hire other contractors, or establish additional contracts, for major modifications to elevators and escalators as deemed necessary by the City. The Contractor will be informed in writing of the City's intention to establish additional contracts that may interfere with scheduled preventative maintenance. The Contractor shall avoid all interference with the work under other contracts. If necessary, the Contractor shall make adjustments or changes in scheduled operations to permit other elevator and escalator contractors to accomplish their work. The Contractor will be held harmless under the terms of this Contract for the actions of other contractors and will be given the chance to inspect and approve the major modifications before resuming the preventative maintenance activities under this Contract.
- 4.4 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, and training required for responsive service. At no additional cost to the City, the Contractor shall either own or have access to all necessary diagnostic equipment, software, and hardware to ensure timely repairs and maintenance of all listed equipment.
- 4.5 Contractor shall be responsible for assuring that service conducted on or around City property is performed in a safe, courteous, and professional manner with proper signs posted. Work area shall be returned to its original state (i.e., the state of the area at the time of the Contractor's arrival for service) and that the elevator is operational once maintenance/service is completed.
- 4.6 Completion of major repairs will be within twenty-four hours. Should the contractor be unable to complete major repairs within twenty-four hours, the contractor will submit a letter stating the reason(s) why work cannot be completed. Inability to complete repairs within twenty-four hours may be grounds for cancellation of the contract.
- 4.7 For the purposes of this Contract, normal working hours shall be defined as the hours from 6:00 a.m. to 6:00 p.m., Monday through Friday, with the exception of City-observed holidays. After hours emergency service will be required when, in the opinion of the City, the elevator must be returned to service immediately rather than the next normal working day. Any service call performed after normal working hours in a facility will be billed at a labor rate per Attachment A, Price Proposal Form.
- 4.8 In order to ensure minimum downtime and elevator malfunction, when requested, the Contractor will provide emergency service to the facilities listed to restore the elevators to operational status. Contractor will provide the City with seven day per week (Monday-Sunday), 24-hour emergency service.

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- 4.9 In case of an entrapment, the Contractor shall be on the job site with manpower and materials within thirty (30) minutes of notification. "Entrapment" is defined as any time a person is stranded in an elevator. In the event Contractor fails to respond as required, the City reserves the right to apply one performance credit in the amount of overtime-hourly rate for every thirty (30) minutes past the required response time. If a call for entrapment service is not answered within thirty (30) minutes, the City may choose to engage other parties to answer the call. Any performance credits shall be applied as reductions in payment to future Contractor invoices. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call.
- 4.10 The Contractor shall respond according to the following schedule to service calls from the City's Contract Manager or designee and shall perform all steps necessary to protect persons and property from risk of harm due to a problem with an elevator or escalator. If a call is not answered in the allotted times listed below, the City may choose to engage other parties to answer the call. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call.

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

- 4.11 Callback: For the purpose of evaluating performance under this Contract, a "call-back" is defined as any malfunction of any elevator which is caused by failure or malfunction of a part which is covered by this Contract. The Contractor shall maintain a complete, orderly written record of all callbacks and repairs. These records shall indicate the time, day, problem reported, and corrective measures taken to eliminate all difficulties.
- 4.12 Shut Downs:
- 4.12.1 Any work that requires a unit to be made inoperable anytime from 5:00 am through 8:00 pm shall be required to be scheduled with and approved by the City.
- 4.12.2 Any shut downs requiring equipment to be shut down for thirty minutes or more between the hours of 8:00 p.m. and 5:00 a.m. must be scheduled with and approved by City. Contractor must include estimated length of shut down in scheduling request.
- 4.12.3 Contractor shall notify City if work requiring an approved, scheduled shut down cannot be completed within the approved time frame.
- 4.13 Hazardous Waste: Contractor shall comply with all Federal, State and local environmental laws and regulations and endeavor to reduce generation of waste materials, minimize risks to the environment, the City, the general public, and their employees in the performance of its services to City. The Contractor shall properly dispose of all waste materials generated in the normal servicing of the units. Contractor is responsible for the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in maintenance and repair. For the protection of the City, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheets (MSDS) shall be made available at the City's request for all solvents, cleaners, and lubricants used in performing the specified work.
- 4.14 The Contractor shall be completely familiar with and shall comply with all City, State, and federal OSHA regulations and requirements as applicable for services performed under this scope of work.

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- 4.15 The Contractor shall not require Contractor's employees to work in surroundings that are unsanitary, hazardous, or dangerous to their health, safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA).
- 4.15.1 Contractor's personnel shall wear applicable personal protection equipment, including but not limited to, safety steel-toed boots, at all times.
- 4.15.2 Contractor's personnel operating elevator or escalator equipment, tools, chemicals, or other materials shall be fully trained in the safe operation and handling of that equipment and material.
- 4.16 The Contractor shall maintain all elevators and escalators as in accordance with all federal, state, and local codes. These include, but are not limited to:
- American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection,
 - ADA
 - American Society of Mechanical Engineers (ASME) A17.1 - Safety Code For Elevators and Escalators
 - ASME A17.3 - Safety Code For Existing Elevators and Escalators
 - National Fire Protection Association (NFPA) Supplement 4 - Life Safety Code Handbook
 - Underwriters Laboratories (UL) Standard 104 - Elevator Door Locking Devices and Contacts
 - UL Standard 1084 - Outline of Investigation for Hoistway Cables.
- 4.17 In the event of conflict between this Scope of Work, the Manufacturer's Literature or any applicable codes, the more stringent terms or revisions shall apply unless otherwise notified in writing by the City.
- 4.18 Repair parts and components must conform, or exceed, Manufacturer's OEM specifications.
- 4.19 Contractor shall provide a routine preventative maintenance schedule to the Department Representative or his designee for all elevators maintained under this Contract.
- 4.20 The service mechanics shall, upon arrival and departure from the premises must sign in at the security desk, report to the City's Contract Administrator or departmental designee. Upon completion of all routine maintenance under this Contract, the service mechanic must certify that the work was done reporting findings to the Contract Manager, or department designee. Payment may be withheld on any unit if scheduled maintenance is not performed, incorrectly logged, illegible, or certification is not submitted as specified.
- 4.21 Contractor will replace all worn, failed, or broken parts. All replacement parts shall be identical, of equal quality and design, or superior to the parts replaced. Replacement parts may be new or reconditioned.
- 4.22 Contractor shall be responsible for all replacement parts, including OEM and proprietary parts, as required by this Contract. If during the term of the Contract, certain elevator or escalator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the Contract Manager. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to original parts and free from defects.

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- 4.23 The Contractor shall dispose of all worn or defective parts, oils, and solvents in accordance with all applicable laws, rules, and regulations. Vendor shall handle, transport, and dispose of worn or defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove all materials from City premises as soon as each job is completed.
- 4.24 State required Maintenance Control Plan book must be maintained and up to date in each building for all escalators and escalators.
- 4.25 Contractor shall repair or replace equipment when an elevator or escalator fails, malfunctions, or has to be reset constantly. The Contractor will absorb the cost of repair maintenance for emergency adjustments and callback service that is required on elevators between routine maintenance periods.
- 4.26 Contractor shall work continuously until the malfunctions are corrected, including providing on-site technician until malfunction is resolved, at no additional cost to the City, regardless of the time or date service is provided such as late night hours, weekends or holidays.
- 4.27 Only where the Contractor can demonstrate to the Contract Manager's reasonable satisfaction that an inoperable elevator or escalator is a result of an accident or vandalism caused by others and not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence, then, the repairs may be billed at the Hourly Labor rate on the Attachment A, Price Proposal Form.
- 4.28 Contractor shall notify the Contract Manager of all equipment failures or malfunctions within one (1) hour of occurrence, and shall notify City of corrective actions underway, and the anticipated down time. Contractor shall document the malfunction and the corrective actions to be taken. Contractor shall again notify the Contract Manager when repairs are completed and the elevator or escalator is returned to operational status. In no instance shall any safety device, either automatic or manual, be bypassed.
- 4.29 Only repairs due to misuse, vandalism, or requests for by the City in writing for equipment modernization will be eligible for billing outside of the monthly preventative maintenance service.
- 4.30 Failure of the Contractor to perform all of the service obligations required under this Contract may be considered a material breach of this Contract by the City. In addition to any other remedies it may have, the City may withhold any monies due the Contractor or claimed to be due by him until the terms of the contract have been fulfilled and the work of the contractor accepted by the City.

5.0 PREVENTATIVE MAINTENANCE (PM) AND SAFETY REQUIREMENTS

- 5.1 PM inspections shall include, but are not limited to, the following tasks:
 - 5.1.1 All required Federal, State, and City inspections and tests
 - 5.1.2 Routine scheduled service
 - 5.1.3 Replacement or repair of parts that are worn, damaged, or destroyed due to normal wear and tear, or from lack of preventative maintenance
 - 5.1.4 Cleaning, repair, and adjustment of elevator and escalator components as necessary to maintain maximum operational efficiency
- 5.2 The Contractor shall develop and maintain preventive maintenance documentation on all elevators and escalator systems and equipment in accordance with this scope of work and detail regular maintenance tasks and service intervals. The City's Contract Manager shall have the final

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approval of the Contractor's schedules. Samples of the standard PM documents and checklists shall be submitted to, and approved by, the Contract Manager within thirty days of award of this Contract.

- 5.3 At a minimum, PM documents shall contain the following information:
- 5.3.1 Name of City building or facility
 - 5.3.2 Type or brand of elevator or escalator
 - 5.3.3 City's elevator or escalator reference number
 - 5.3.4 Manufacturer's equipment serial number
 - 5.3.5 Maintenance item detail
 - 5.3.6 Frequency of maintenance for each item
 - 5.3.7 Date maintenance performed
 - 5.3.8 Signature of the service mechanic
- 5.4 The Contractor shall inspect each elevator and its component parts. Contractor will adjust, lubricate, clean, repair, or replace such parts and mechanisms as necessary to render preventive care and keep the Elevator Equipment in proper and safe operating condition.
- 5.5 PM program shall include all elevators and escalators and related components, equipment, and trim, including, but not limited to the following
- 5.5.1 Mechanical, electrical, and electronic components
 - 5.5.2 Appurtenances and systems in related manuals, drawings, documents, and bulletins
 - 5.5.3 All electrical and electronic and mechanical systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards
- 5.6 The Contractor shall maintain the efficiency, safety, and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, floor-to-floor time including door opening and closing time where power door operation exists. These items shall be maintained per the manufacturer's specifications and within the limits of all applicable building, fire, safety, and inspection codes.
- 5.7 The Contractor shall keep the guide rails clean and properly lubricated. When roller type guide shoes are involved, rail lubricant shall not be used. The Contractor shall check rail bracket and fishplate bolts, to ensure they are tightened properly.
- 5.8 The Contractor shall brush lint, dirt, and other foreign debris from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment and the floor of the Machine Room which is located at the site of each elevator
- 5.9 The Contractor shall be responsible for the proper maintenance of all safety equipment associated with the elevators or escalators. The Contractor's responsibility for safety includes general safety and the Contractor shall notify the City's departmental representative, in writing, of any unsafe condition, accident, or injury within two (2) hours of the observation or incident.
- 5.10 The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the levels of performance and service as described under this Scope of Work. The Contractor shall provide an inventory list of replacement parts available upon request of the Contract Manager. The listing shall include part number, stock quantities, and shall indicate if parts are available locally, or are stored at another location and the anticipated shipping lead-time

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- 5.11 At a minimum, the Contractor must have access to the following replacement parts required to service and maintain the elevators. These parts must be available for installation within 24 hours. Component parts which must be maintained by Contractor are included in the "Replacement Parts for Elevator Equipment" table below:

Replacement Parts for Elevator Equipment	
Worm Gear	Car and Counterweight Buffers
Gear	Car and Counterweight Guide Rails
Thrust Bearings	Top and Bottom Limit Switches
Drive Sheave	Governor Tension Sheaves Assembly
Drive Sheave Shaft	Compensating Sheave Assembly
Brake Pulley	Hoist-way Door Interlocks
Brake Coil	Hoist-way Door Hangers
Brake Contracts	Operator
Linings and Components Parts	Car Door Hanger
Motor and Motor Generator	Car Door Contact
Motor Windings	Door Light Ray Device
Rotating Element	Load Weighting Equipment
Commutator	Car Frame
Brushes	Car Safety Mechanism
Brush Holders and Bearings	Platform
Controller	Wood Platform Flooring
All Relays	Car Door Sill
Solid State Components	Cab Emergency Light Fixtures
Resistors	Cab Fan and Fan Motors
Condensers	Elevator Car Guide Shoes
Transformers	Gibs and Rollers
Contacts	Plunger Packings
Leads	Exposed Piping
Dashpots	Hydraulic Fluid Tanks
Timing Devices	Selector and Dispatching Equipment
Computer Devices	Selector Cable or Tape
Solid State PC Boards	Mechanical and Electrical Driving Equipment
Governor	Counterweight and Counterweight Guide
Governor Jaws	Shoes
Deflector or Secondary Sheaves	Bearings

- 5.12 The Contract Manager, or departmental designee, will provide the Contractor with any available elevator and escalator operations and maintenance manuals, including the most current drawings and wiring diagrams, in the City's possession. Contractor shall be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30 days after the beginning date of this contract.
- 5.13 All elevator and escalator documents, including manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition, location, or status, existing or in preparation, are the property of City.
- 5.14 Contractor shall provide Department Contract Manager a Material Safety Data Sheet (MSDS) for every chemical used in performance of the work or stored on City property.

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- 5.15 Service Log Books shall be maintained in the facilities' machine room, or other designated area, and shall list the following information:
- 5.15.1 Name of City facility
 - 5.15.2 Elevator or escalator type
 - 5.15.3 Serial number and City equipment ID number
 - 5.15.4 Signature and date of the attending service mechanic
 - 5.15.5 Start time and duration of visit;
 - 5.15.6 Preventative maintenance performed (mechanic may reference PM Checklist)
 - 5.15.7 Information about malfunctions encountered and corrective actions taken
 - 5.15.8 Parts replaced and items which may require special attention on future visits.
 - 5.15.9 Additional comments regarding the overall condition of the equipment and machine room;
- 5.16 The Service Log Book shall be permanently maintained in the Machine Room and shall become the property of the City.

6.0 ELEVATOR MAINTENANCE

- 6.1 The Contractor shall be required to maintain, test, and repair all Elevator Equipment and escalators so that it is operational, safe, and free of defects. The intent of Preventive Maintenance (PM) services, as defined by this Contract, requires that ALL components and systems, of every elevator and escalator, shall be visually inspected and cleaned at each scheduled service interval. Contractors may use a pre-defined Preventative Maintenance Program, if agreed upon by the City's Contract Manager.
- 6.2 The Contractor shall equalize the tension on all hoisting ropes in order to maintain an adequate factor of safety as per ANSI A17.1 (or most current ANSI protocol). Contractor shall also replace conductor cables, hoist-way, and Machine Room elevator wiring as necessary.
- 6.3 The Contractor shall maintain the signal system, devices, and components parts. Included as signal equipment are the elevator signal buttons, direction and indicator lights, position indicator, hall lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.
- 6.4 The Contractor shall maintain storage cabinets in the Machine Room for the orderly storage of replacement parts and storage of original wiring diagrams with latest changes for each elevator. The City shall furnish wiring diagrams, if available, to the Contractor, which will become part of the Elevator Equipment. All drawings, diagrams, and amendments thereto shall remain the property of the City.
- 6.5 Contractor shall ensure that the frequency of cleaning, lubrication, and adjustments for all system components of each elevator shall meet the manufacturer's recommended frequency, or at least once per year.

7.0 ESCALATOR MAINTENANCE

- 7.1 Examine the equipment and perform such additional work as required to correct malfunctions and/or to monitor complaint conditions.
- 7.2 Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, clean and orderly. Contractor shall prevent rusting and preserve the Equipment.
- 7.3 Lubricate the Equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

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- 7.4 Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.
- 7.5 Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful

8.0 REPORTING

- 8.1 The Contractor shall have an electronic record keeping system by which individual records are kept for each elevator and escalator showing each specific maintenance procedure completed, including when it was completed. The system will also log all service calls placed by the City and track the time and date of each occurrence, the response time, and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem.
- 8.2 Contractor shall archive, throughout the life of the contract, in its possession all maintenance records. At any time at the City's request, Contractor shall provide the City with on-line electronic media or hard copy of any or all of the records at Contractor's expense. Contractor may retain a copy for its records
- 8.3 The Contractor shall provide quarterly reports that shall include a summary of Service Log Book information, status of elevator, escalators and equipment, and parts utilization by elevator, escalator. The report shall include the results of inspections and tests conducted, general status of elevator, escalators and equipment, list of elevator, escalator breakdowns, repair times, schedule of upcoming inspections and tests, and schedule of major elevator, escalator shutdowns required for maintenance. Both a hard copy and electronic copy of all reports shall be provided to the Contract Manager or department designee.
- 8.4 The Contractor shall submit Quarterly Maintenance Reports to the Contract Manager within one (1) week following the end of the quarter and an Annual Summary Report within 30 days of the end of each annual inspection. The Contractor's signature on all reports certifies that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.
- 8.1 Within one (1) week following the end of the quarter, the Contractor shall schedule a meeting with each City's department Contract Manager to provide a quarterly review of a dashboard report (format provided by the Contractor and approved by the City), summarizing meaningful operational data such as:
 - 8.6.1 Quarterly Trend Chart(s) tracking data to demonstrate service contract performance. Examples: number of service call outs, failures, up time %.
 - 8.6.2 Quarterly Trend Chart(s) tracking data to demonstrate service contract cost. Examples: base contract cost, extra charges, unit cost.
 - 8.6.3 Proactive 3-5 year top concerns or issues look-ahead with recommended solution option(s). Examples: end of equipment life, environmental or legal concerns.
 - 8.6.4 Continuous improvement Ideas to provide better value in our service contract approach. Example: new technology method, reduce or increase base contract coverage – include cost analysis.
- 8.2 The Contractor shall develop a routine written schedule for maintenance and cleaning of hydraulic, electrical, freight and certain other elevators to conform to the schedule recommended by the applicable elevator manufacturers. The City will have the final approval of the Contractor's

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schedule and inspection forms. The Contractor shall submit the format of the form to the City within 30 days of contract award.

9.0 INSPECTIONS

- 9.1 Inspections include required State inspections; weighted, un-weighted, annual, or periodic inspections; those inspections requiring coordination with third parties; and any other inspections required to operate elevators and escalators in a safe and lawful manner.
- 9.2 The Contractor shall, at no additional expense to the City, identify, schedule, and ensure completion of all inspections, tests, and operating permits required for compliance. The Contractor shall obtain the necessary information required to determine when inspections, tests, and operating permits are required and shall conduct the five-year full load tests as needed.
- 9.3 The Contractor shall develop a plan within 30 days of the start date of this contract outlining procedures, requirements, deadlines, and approximate dates for all inspections and tests, for approval by the Contract Manager.
- 9.4 The Contractor shall keep a log of all inspections and tests. A report of the test or inspection results shall be included in the monthly maintenance report to the Contract Manager. The Contractor shall also include any corrective measures taken in this report of scheduled inspections and tests.
- 9.5 The Contract Manager shall have the right of inspection during or after any of this works and shall notify the Contractor within seven (7) calendar days of receipt of the Contractor's certified statement of any noted discrepancies. The Contractor shall correct any discrepancies within ten (10) working days.
- 9.6 Annual Safety Tests shall be performed in the first quarter of each year, or at a time acceptable by the Contract Manager, on all hydraulic elevators under Contract as per ANSI A17.1, or the latest edition, and furnish a copy of the report to the Contract Manager. If an oil leak develops in the buried piping or jack cylinder, the Contractor shall make all necessary efforts to test and determine the location of the leak and advise the Contract Manager in writing.
- 9.7 The Contractor shall implement and maintain a written Quality Control Plan to ensure proper preventative maintenance and inspections scheduled for all equipment covered under this Contract. The intent of the Quality Control Plan is to ensure that the maintenance of all City elevators and escalators adhere to the scope of work and all subsequent clarifications, described by this Contract. The Vendor shall submit to the City a City-approved Quality Control Plan within 30 days of the contract start date.
- 9.8 Inspection files must include documentation of all work performed including any deficiencies conducted by the Vendor and the corrective action taken. All inspection files, maintenance documentation, and other quality assurance files must be made available to City employees, within 48 hours of the time they are requested by the City's Contract Manager.
- 9.9 A periodic audit of the Contractor's activities during the term of this contract may be requested by the City at no additional charge and may include review of preventative maintenance performed, inspection documents, files, parts replaced, charges, labor hours, and repairs completed.

10.0 SINGLE POINT OF CONTACT (SPOC)

- 10.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and has experience with the

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elevator and escalator maintenance, repair and modernization requirements as listed in this specification. The SPOC shall serve as the main point of contact for all services.

- 10.2 The SPOC or designee shall be available and on-call 24 hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for direct contact with the SPOC or designee to the Department Contract Manager or designee.
- 10.3 The SPOC shall have full responsibility for the obligations to be performed under this contract. If a designee is utilized, designee shall be equally as qualified as the SPOC.
- 10.4 The SPOC shall not be a working technician or mechanic.

11.0 CONTRACTOR REQUIREMENT

- 11.1 Contractor shall be a registered Vendor with the Texas Department of Licensing and Regulation (TDLR) in accordance with the Texas Health & Safety Code, chapter 754, Subchapter B, Section 754.0171. Contractor shall provide documentation of all suspensions, violations, or investigations by the TDLR within the last five years.
- 11.2 Contractor shall be a commercial elevator/escalator business engaged in providing elevator and escalator maintenance and repair services for a minimum of ten continuous years.
- 11.3 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees such as state franchise fees.
- 11.4 Contractor shall have a minimum of five (5) years continuous experience in providing elevator and escalator maintenance, repair and modernization.
- 11.5 Contractor shall provide five (5) commercial references for similar work and types of system as outlined in these specifications.
- 11.6 Contractor shall provide the use of the servicing diagnostic tool required for use in maintaining and troubleshooting elevator controllers.

12.0 PERSONNEL REQUIREMENTS

- 12.1 The City shall have the right to require that the Contractor shall remove any employee from this contract whose conduct is considered by the City as improper, inappropriate, dangerous, or offensive. When an employee has been removed from this contract, they shall not be assigned to provide onsite services for the remainder of the contract term without the written consent of the Contract Manager.
- 12.2 Personnel assigned to any contract awarded as a result of this solicitation shall have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of elevators and escalators. The Contractor's personnel shall meet all applicable certification requirements of all regulatory agencies having jurisdiction and be a permanent employee of the Contractor.
- 12.3 Upon request by the Contract Manager, the Contractor shall furnish certification papers and documentation of the assigned personnel's qualifications. The Contractor may replace personnel assigned under this contract only with equally classified and qualified personnel.

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- 12.4 Employees of the Contractor shall wear a standard company uniform, safety shoes, and have company issued photo identification clearly displayed. Uniforms, at minimum, shall be clean, consistent in appearance, and have the Contractor's name or logo clearly displayed.

13.0 OUT-OF-SERVICE CREDITS (OSC)

- 13.1 Elevators or escalators that are inoperable, out of regulatory compliance, pose a potential threat to users, or are malfunctioning (as determined by the City's Contract Manager) are considered "Out-of-Service." Out-of-Service equipment may cause substantial tangible and intangible harm to City operations, employees, citizens, and patrons. The City shall be entitled to receive "Out-of-Service Credits" if any of these conditions persist longer than a twenty-four hour period. The twenty-four hour period starts when the Contractor notifies the Contract Manager that a unit is out of service or when the Contractor receives notification from Contract Manager or department designee of a unit out of service.
- 13.2 The Out-of-Service credits shall not apply in those instances where the Vendor can demonstrate to the City's Contract Manager reasonable satisfaction that an inoperable elevator or escalator is a result of an accident caused by others, and is not due to the Vendor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence. Scheduled PM work that is not completed and results in an inoperable elevator and/or escalator is not cause for a waiver of the out-of-service credit.
- 13.3 Out-of-Service credits consist of a City credit equal to overtime-hourly rate per hour per piece of elevator or escalator equipment. The accrued amount can be deducted from the monthly bill of the City Department's where the Out-of-Service occurred (i.e. if an elevator is inoperable at the Library, and eligible for credit per the terms of this Contract, it will have any Out-of-Service credits deducted for the Library Department's monthly bill). Out-of-Service credits will cease to accrue when the elevator or escalator is operational and meets all health and safety standards referenced in this Contract.
- 13.4 The Contractor may not swap parts from unit to unit in order to avoid an Out-of-Service credit.
- 13.5 The Contract Manager shall be the final authority on whether or not an out-of-service credit is issued. When an out-of-service credit is issued, the Vendor shall calculate such out-of-service credit and include the deduction on the next monthly invoice. More than 12 failures within any rolling 12-month period by the Vendor to correct malfunctions shall be cause for termination of this agreement. In the event of a termination, the City may exercise its rights under the performance bond to obtain required repairs/service without waiving any other right or remedy the City may have against Vendor.
- 13.6 On a yearly basis, the City and the Contractor may conduct a joint inspection to determine whether the Contractor has complied with this Agreement. A written record of discrepancies, which are found in such joint inspection, shall be made, and the Contractor shall make corrections within 30 days receipt of written discrepancies. Payment may be withheld for any elevator or escalator for which corrections have not been made.
- 13.7 The City reserves the right to make any test or inspection deemed advisable to ascertain that maintenance requirements are being fulfilled. Should it be found that the standards herein specified herein are not being satisfactorily maintained, the City may immediately require that the Contractor place the elevator in a condition to meet these requirements. The Contractor's failure to comply with such a requirement within ten (10) calendar days shall constitute a material breach of the contract. In the event of such a material breach, the City may terminate the Agreement; obtain a separate Agreement with another Contractor to have such work performed, and charge to and recover from the original Contractor the total cost thereof.

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14.0 OTHER SERVICES

- 14.1 Parts, materials, or services provided by the Contractor, outside the scope of this Contract, are considered "Other Services." Other services, outside the scope of this Contract, shall be performed in accordance with all provisions of this agreement unless otherwise agreed upon, by both parties, in writing.
- 14.2 The contractor shall not be responsible for repairs necessitated by the negligence, misuse, or vandalism of equipment. The Contractor shall bear the burden of proof to show that the cause of elevator malfunction was due to negligence, misuse, or vandalism of the equipment. The Contractor shall take the elevator out of service until the City's Department Representative or a specialist designated by the City inspects the damages and the City authorizes the work to be completed.
- 14.3 The Contractor with a percentage discount for parts (Attachment A – Price Proposal Form) shall bill repairs not specified in the maintenance portion of this contract on an hourly labor rate. Contractor shall provide materials to the City based on a percentage discount from manufacturer's list price.
- 14.4 The Contractor shall contact the City Department of Small Minority Business Resource (SMBR) to identify a team of minority subcontractors that are qualified to perform the subsidiary and finish-work services. The hourly rate and scope for each subcontractor shall be submitted with the job quote and approved by the Contract Manager or department designee. The types of subcontracting work include but are not limited to: refinishing, repairing or replacement of car enclosure, fans, gates, finished floor covering, door panels, plenum chambers, hung ceilings, handrails, mirrors, carpeting, hoistway gates, hoistway enclosure, frames, doors, sills, jack casing, power feeders, wiring and fusing, hydraulic cylinder, underground piping and smoke or heat sensors.
- 14.5 Contractor shall identify and submit to the Contract Manager or department designee for written approval subcontracting opportunities on a job-by-job basis. Contractor shall be responsible to provide and/or subcontract all trades required to complete job assignments including proprietary system/equipment per required codes and ordinances and meet the goals and standards set forth in the service agreement. Subcontracting may be charge base on % mark-up for proprietary services as listed on the Attachment A, Price Proposal Form.
- 14.6 Vendor shall not make any modifications to existing elevators, escalators, or components without the Contract Manager's prior written authorization.
- 14.7 Once a quote by the Contractor has been prepared describing the scope and expected cost, the Contract Manager in writing shall authorize other services. Labor and materials for Other Services shall be provided at rates specified in the Bid Sheet.
- 14.8 The City may, requests the Contractor to perform certain system upgrades and modifications to the elevators or escalators. In such event, Contract Manager will issue a written notice to proceed. The Contractor shall provide such upgrades and modifications at the same rate for labor and parts as indicated by the terms of this contract (see Attachment A, Price proposal Form).
- 14.9 The Contractor shall provide labor and materials to assist independent consultants, engineers, or other professionals to perform special studies or investigations of elevator and/or escalator equipment, maintenance, and/or operation.

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- 14.10 The Contractor shall provide labor and materials to modify or upgrade elevators or escalators in accordance with revisions to governing regulations, recommendations by consultants, engineers, and/or other professionals, and/or City requirements.
- 14.11 The Contractor may recommend changes to elevators and escalators (e.g. additional safety devices to prevent accidents) based on the Vendor's expertise and experience.
- 14.12 The Contractor may offer onsite stand-by service to be scheduled in advance for special events. Stand-by Services will be billed as additional charge per Attachment A, Price Proposal Form.

15.0 CONTRACT CLOSE OUT

- 15.1 Six months before expiration of any agreement awarded from this solicitation, the Contractor shall inspect and test all elevators and escalators in accordance with accepted inspection and test procedures. The Contractor shall repair or replace any equipment or components in accordance with the result of inspection and testing.
- 15.2 Thirty days before the expiration of any agreement awarded from this solicitation, the Contractor shall replace all lubricating oils and lubricate, and adjust elevator and escalators.
- 15.3 Thirty days before expiration any agreement awarded from this solicitation, the Contractor shall provide the Contract Manager with a written report on the condition of the elevator and escalators. The final report must include inspection, test reports, and certified statements signed by the Contract Manager verifying to the condition of the elevators and escalators.
- 15.4 The Contractor shall agrees to provide "phase-out" services for up to 30 days prior to the expiration of this agreement to its successor at no additional cost to the City. Phase-out orientation may include system operations and maintenance procedures, record keeping, reports, and procurement procedures. If the Vendor fails to provide the 30-day phase-out service, the Vendor agrees to issue a credit or reimbursement for one full month of service.

16.0 AUSTIN CONVENTION CENTER DEPARTMENT (ACCD) SPECIFIC REQUIREMENTS

- 16.1 Services shall be provided for elevators and escalators at the following locations:
 - 16.1.1 The Austin Convention Center (ACC) and parking garages
 - 16.1.2 The Palmer Events Center (PEC) and parking garage
 - 16.1.3 The African American Cultural Heritage Facility
- 16.2 ACCD currently operates twenty-seven (27) elevators, and six pairs of escalators.
- 16.3 Contractor shall perform routine preventative maintenance inspections at least once every two weeks or more frequently, as may be required to prevent the occurrence of system failures. Upon Contract award, the Contractor shall submit to the Contract Manager a proposed schedule for the routine PM inspections. The Contract Manager will notify the SPOC either verbally or in writing if a greater frequency is required.
- 16.4 The Contractor must be aware that elevators and escalators operate in a Convention Center environment with the following concerns and operational considerations:
 - 16.4.1 Heavy pedestrian traffic
 - 16.4.2 Twenty-four hour operation
 - 16.4.3 Peak load periods of Convention Center customer load-in and load-out
 - 16.4.4 Frequent movement of heavy freight

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- 16.5 PM lasting in excess of two (2) hours on a single unit shall be scheduled and performed between the hours of 10:00 pm and 6:00 a.m. unless prior written approval requested has been obtained from the Department Contract Manager.
- 16.6 All inspections or tests that require an elevator or escalator to be made inoperable must be performed between 12:00 a.m. and 6:00 a.m. unless prior written approval requested has been obtained from the Department Contract Manager.
- 16.7 Contractor shall provide 24-hour service, 7 days per week to respond to requests for emergency service. Contract Manager or Designee will gather as much information as possible concerning the emergency and contact Contractor's after hour's service number. In case of an entrapment, the Contractor shall be on the job site with manpower and materials within thirty (30) minutes of notification. "Entrapment" is defined as any time a passenger is stranded in an elevator. In the event Contractor fails to respond as required, ACCD reserves the right to apply one performance credit in the amount of overtime-hourly rate for every thirty (30) minutes past the required response time.
- 16.8 Upon arrival and departure from the premises, the Contractor's employees shall report to the Security Control Center. Upon completion of all routine maintenance or services, the Contractor's representative shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep the Contract Manager advised of developments relating to the performance these services.
- 16.9 The Contractor shall schedule a routine Contractor performance review meeting with the ACCD Contract Manager and staff at least once every two months on a date agreeable by both parties.
- 16.10 In addition to the bi-monthly meeting described in item 16.9, ACCD reserves the right to request a meeting with the Contractor to discuss any topics related to this contract or Contractor's performance. This request may be given in writing or verbally to the Contractor's SPOC and will include the time, date, location, required attendees, and purpose of meeting. The Contractor is expected to schedule an appropriate time to meet within seven (7) days of a request. At a minimum, at least one supervisor and one manager must be present at any performance meeting.
- 16.11 Single Point of Contact (SPOC)
- 16.11.1 The Contractor shall provide a single point of contact (SPOC), who is skilled, knowledgeable, and experienced in elevator maintenance and repair.
- 16.11.2 The single point of contact (SPOC) or designee shall be available and on-call 24 hours daily including weekends and holidays. The Contractor shall provide the office number, email address, pager, and or cell phone number.
- 16.12 Provide labor for onsite stand-by service at the request of ACCD, at the rate as stated in the Attachment A.
- 16.13 **Quality Control/Quality Assurance:** The Contractor shall implement and maintain a Quality Control Plan that ensures the City that the maintenance of all elevators and escalators will adhere to the scope of work described herein. The Contractor shall submit an acceptable quality control plan within 30 days of contract start date. The quality control plan must include, but not limited to, the following:
- 16.13.1 Inspection Plan - The inspection plan must specify areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, and titles or certifications of the Contractor's

**CITY OF AUSTIN
SCOPE OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE,
REPAIR, AND MODERNIZATION**

personnel who will perform the inspections. The inspection plan must specify the type and number of inspections to be conducted and shall identify the types of deficiencies and work plan to address it.

16.13.2 Deficiency Prevention – The Contractor shall establish a method of identifying cause of equipment failure and corrections taken in order to improve the quality of service before the level of performance is deemed unacceptable.

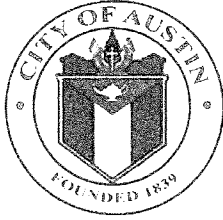
16.13.3 Inspection Files – Inspection files must include documentation of work, including any deficiencies conducted by the Contractor and the corrective action taken. The inspection files, including documentation, must be made available to the City, within 72-hours of the time they are requested by Contract Manager, in writing.

16.13.4 PM Audit – At the request of the City, a PM Audit may be performed. The areas to be covered by the PM Audit may include, but not be limited to the following:

- Condition of elevator, escalators.
- Contractor's personnel performance

17.0 AUSTIN-BERGSTROM INTERNATIONAL AIRPORT (ABIA) SPECIFIC REQUIREMENTS

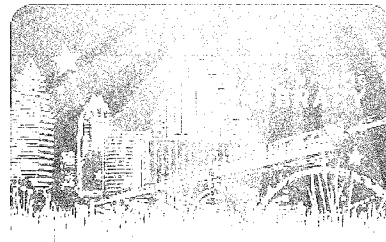
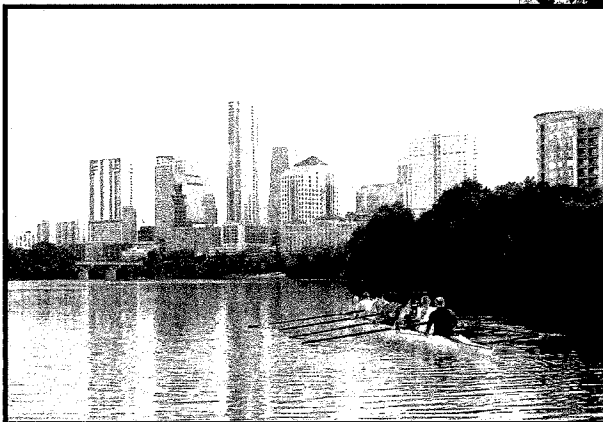
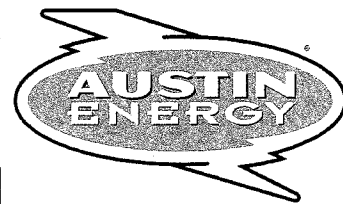
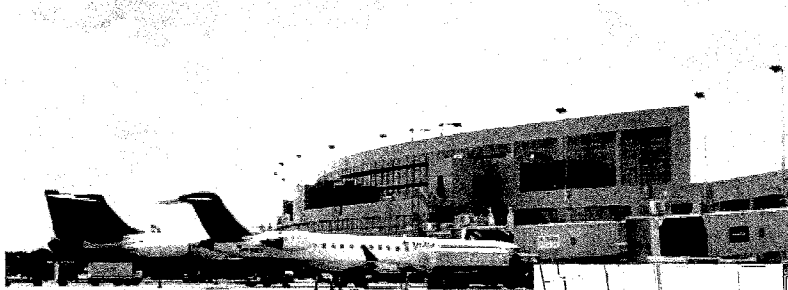
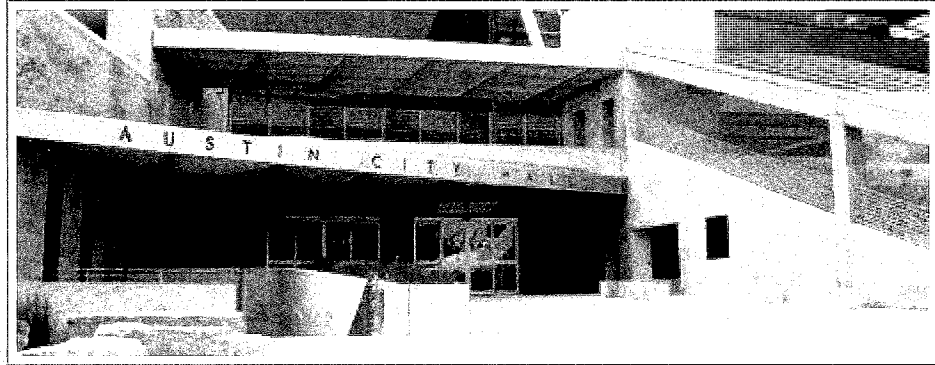
- 17.1 The Contractor, and all assigned employees, must comply with ABIA security procedures at all times (see Attachment B - ABIA Security Forms). H
- 17.2 The Contractor may be required to provide employee background checks, completed security forms, and ABIA specific insurance requirements (see Attachment B - ABIA Security Forms).
- 17.3 ABIA security procedures may require that City staff or members of the Transportation Security Administration (TSA) escort the Contractor, at all times.
- 17.4 On occasion, the Contractor may be asked to wait up to 30 minutes until City staff or TSA agents are available to provide escorted access to the Airport facilities.
- 17.5 ABIA maintenance shall be confirmed with the designated Department Contract Administrator at least two (2) days before scheduled maintenance activities.
- 17.6 In order to avoid excessive delays, the Contractor's employees shall call at least two (2) hours before arriving at the ABIA to inform the designated Department Contract Administrator.



City of Austin + Schindler Elevator



Schindler



November 25, 2013
Solicitation #PAX0107

Schindler Elevator Corporation

8868 Research Blvd, Suite 201

Austin, Texas 78758

Phone: 512-451-3620

Fax: 512-451-3070



25 November 2013

City of Austin
Municipal Building
124 W 8th Street
Rm 310
Austin TX 78701

Attn: Sai Xoomsai Purcell – Senior Buyer
Re: Proposal for City of Austin – Solicitation No: RFP PAX0107
Elevator and Escalator Maintenance, Repair, and Modernization

City of Austin Proposal Reviewer,

We sincerely thank you for the opportunity to submit a proposal to be the City of Austin elevator and escalator service provider. Enclosed you will find the requested items for submission for RFP PAX0107.

Experience and Reputation

We believe that our longevity in the elevator industry, 20-year presence in the Austin area, knowledge of the equipment and familiarity and experience with managing contracts of this scope uniquely makes Schindler the best choice for your service partner. We aim to build a solid partnership and will strive to provide the City of Austin with the utmost customer support.

Pricing Consideration


In consideration of providing the best service and value to the City of Austin, we plan to allocate two (2) experienced IUEC mechanics on a full time basis solely dedicated to servicing your portfolio. Schindler has maintained other contracts of this scope in the same manor and it has proven effective. Our pricing is centered on this concept.

Competitive Advantage

We offer state-of-the-art technology and training for our mechanics to ensure safe, efficient and accurate preventive maintenance, problem diagnosis and repair. Additionally, through the Schindler Customer Score Card™ website you can set-up personalized automated reports and easily track service, callbacks and upgrade records from the convenience of your computer.

Please review our submission and do not hesitate to contact any member of the Schindler Team with any question. Again, we appreciate the opportunity to earn your business. We look forward to building a solid partnership and keeping the *City of Austin moving safely*.

All the Best,


Coleen Barnett
Business Unit Manager

REQUIRED BID DOCUMENTS

Contents

Offer Sheet1

Schindler Proposal – 0600 *and example reports*2

Local Business – 06053

Reference Sheet – 07004

Certificates and Affidavits – 0800-08355

No Goal Form – 09006

Bid Bond7

Attachment A – Price Proposal Form.....8

A separate section with an additional table of contents has been established for Schindler brochures, presentations and company statements and policies.

TAB 1

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: RFP PAX0107

DATE ISSUED: 10/28/2013

REQUISITION NO.: 13101100019

COMMODITY CODE: 91013

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

Sai Xoomsai Purcell
Senior Buyer
Phone: (512) 972-4016
sai.xoomsai@austintexas.gov

Lynn Rich
Buyer II
Phone: 512-974-2076
Lynn.rich@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Elevator and Escalator
Maintenance, Repair, and Modernization

PRE-PROPOSAL CONFERENCE TIME AND DATE::
9:00 am, 11/07/2013 **Location:** 411 Chicon, Austin, TX 78702

SITE-VISITS: locations, dates, and time are listed in Section 0400
Supplemental Purchase Provisions, item 1.

PROPOSAL CLOSING TIME AND DATE: 3:30 pm local time, on
11/25/2013

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

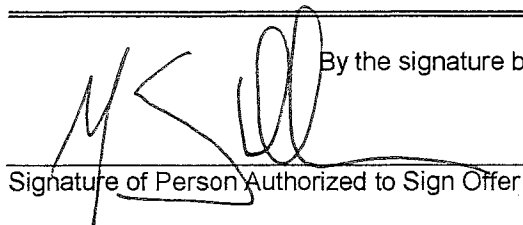
Street Address for Hand Delivery or Courier Service
City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

Offers that are not submitted in a sealed envelope or container will not be considered.

Submit one (1) single-sided original, ten (10) double-sided printed copies, and one (1) electronic version of the complete proposal. The electronic version must be in PDF format.

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.


Signature of Person Authorized to Sign Offer

MICHAEL SHELBURNE, DISTRICT MANAGER
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: NOVEMBER 22, 2013

Company Name: SCHINDLER ELEVATOR CORPORATION

Address: 8868 RESEARCH BLVD, SUITE 201

City, State, Zip Code AUSTIN TX 78758

Phone No. (512) 451-3620

Email Address: michael.shelburne@us.schindler.com

Fax No. (512) 451-3070

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SCOPE OF WORK	16
0600	PROPOSAL PREP INSTRUCTIONS / EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
Attachment A	Price Proposal Form	5
Attachment B	Austin Energy Support Documents	56

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 No Goals Utilization Plan

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

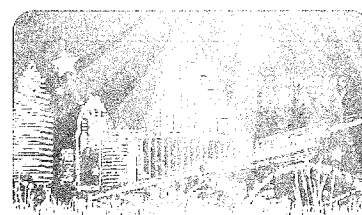
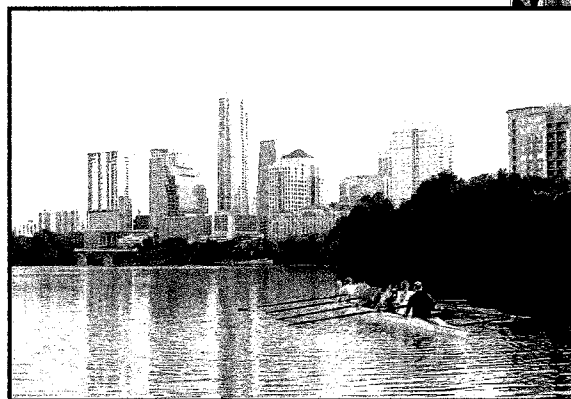
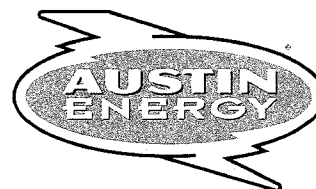
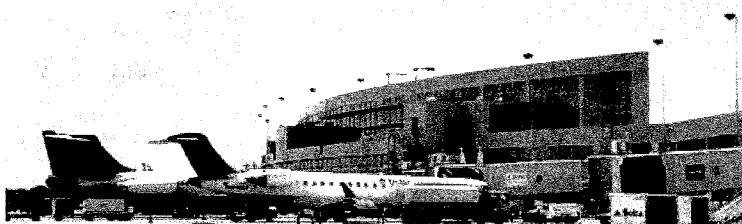
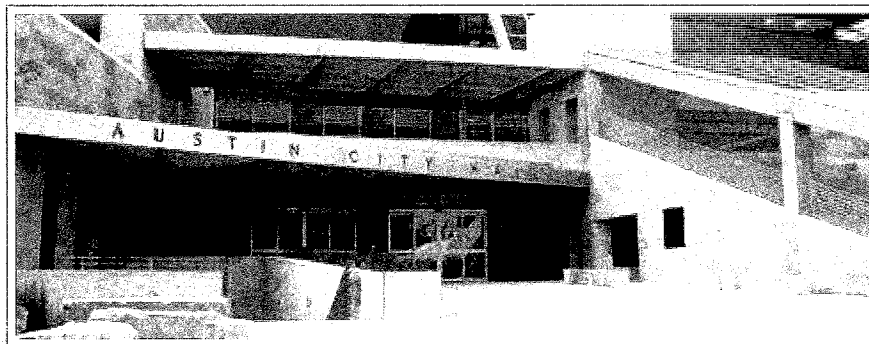
TAB 2



City of Austin + Schindler Elevator



Schindler



November 25, 2013
Solicitation #PAX0107

Enclosed in this proposal is all of the required information for:

City of Austin

SOLICITATION NUMBER: PAX0107

Elevator and Escalator Maintenance Repair,
and Modernization

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Part I – Business Organization

Company Name	Schindler Elevator Corporation
Operates as a	Corporation
Incorporation date/state	1979 – Delaware

a) Company Description

Headquartered in Morristown, N.J., and employing over 5,000 people in more than 250 locations, Schindler Elevator Corporation is the North American operating entity of the Swiss-based Schindler Group. Schindler is one of the leading global manufacturers of elevators, escalators and moving walks.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss and German stock exchanges. Mr. Alfred N. Schindler is Schindler Group's chairman of the Board of Directors. Schindler Elevator provides the unique combination of still being a **family-owned business and a global corporation**. This uniqueness incorporates the hands-on business relationship of a family-owned business with the financial and technical resources of a global-reaching corporation. At the local level this means you will see the same **high level of commitment, performance and service** as you would see in a family-owned business.

Schindler Group, headquartered just outside of Lucerne, Switzerland, has elevator operations in more than 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world.

Schindler Elevator Corporation designs, manufactures, installs, services and modernizes a broad range of elevators, escalators and moving walks for almost every building type. Schindler supports sustainable urban development with safe, reliable and ecologically sound mobility solutions. Recently named one of *Forbes* Magazine's 100 Most Innovative Companies for 2011 and 2012, Schindler equipment moves one billion people everyday all over the world.

b) Ownership and Financial Information

Schindler is a closely held public company listed on the Swiss and German stock exchanges. An annual financial report is available upon request or on our website: **www.schindler.com**

c) Operational Organization Structure

i) Field Offices

Branch Office

8668 Research Blvd, Suite 201, Austin, TX 78758
Michael Shelburne – District Manager Cell: 201 669 0687

Zone Office

2105 Siber Road, Suite 100, Houston, TX 77055
Otto Leone – Area General Manager Cell: 713 791 4386

Area Office (South)

6631 N Belt Line Road, Suite 130, Dallas, TX 75063
Jeff Borland – Area Vice President Cell: 214 641 4515

North American Corporate Office

20 Whippany Road, Morristown, NJ 0790
Greg Ergenbright – President Office: 973 397 6584

ii) Support Elements

National Service Center (Schindler Customer Service Network)

1530 Timberwolf Drive, Holland, OH 43528
Keith Rodgers – Vice President, Tech Office: 419 867 5145

Adams Elevator (parts supplier - subsidiary of Schindler Elevator)

100 South Wacker Drive, Suite 1250, Chicago, Ill 60660

Part II – System Concept and Solutions

a) Site Surveys

Schindler Elevator was **the only company that attended every job site survey** during the City of Austin – Elevator Maintenance pre-bid surveys. The time commitment to participate in the site surveys ensures we have an accurate and complete comprehension of the City of Austin's elevator inventory. We fully understand the requirements presented in the Scope of Work and coupled with the site surveys, Schindler has developed a comprehensive approach to meet the vertical transportation requirements for the City of Austin.

b) Dedicated Manpower

The primary emphasis of our approach is a **commitment to manpower**. While the bid document does not have a specified manpower requirement, we believe the only way to be fully successful is to commit **two full time elevator mechanics** to the City of Austin portfolio. The Scope of Work specifies the frequency of preventive maintenance visitation as shown in the chart below. The total required number of preventative maintenance visits is a **minimum of 189 visits** per month.

We feel the first step to meet this requirement and successfully meet contractual obligations is to appoint dedicated manpower. **Assuming an average PM visit is one (1) hour in duration**, the minimum manpower requirement is **1.2 people** to meet the minimum preventative maintenance visits as specified in the Scope of Work. However, in addition to preventative maintenance, a successful vendor must also have sufficient dedicated manpower to perform timely response to callbacks, entrapments, testing, repairs and escalator clean-downs. As stated before, this is why we plan to commit **two full-time mechanics to the City of Austin portfolio**.

There are several additional benefits to having dedicated mechanics concentrating on your portfolio.

- The mechanics are part of the City of Austin "team",
- The mechanics are easily recognizable to your staff,
- The mechanics are intimately familiar with the equipment, and
- The mechanics are knowledgeable about the individual processes and procedures at each location.

While Schindler's approach to the City of Austin elevator and escalator maintenance may not be the "low cost" option, it is the best solution and dedicates the resources necessary to guarantee SUCCESS!

Preventative Maintenance (PM) Visitation Frequency		
Unit Type	Monthly Visits	Bi-Weekly Visits
Hydraulic	61	28
Geared	16	8
Gearless	6	0
Escalator	0	12
Wheelchair Lifts /Dumbwaiters	8	1
<i>Sub-total</i>	91	49
<i>Multiplier</i>	-	2
<i>Total</i>	91	98
TOTAL PM	189	

Part III– Program

a) Statements of Compliance

Schindler Elevator Corporation will comply with all applicable rules and regulations of Federal, State and Local governing entities.

Schindler Elevator Corporation will comply with the terms of this Request for Proposal.

b) Overall Approach

Our technical plan to accomplish the required work for vertical transportation for the City of Austin is a **three-tier approach**.

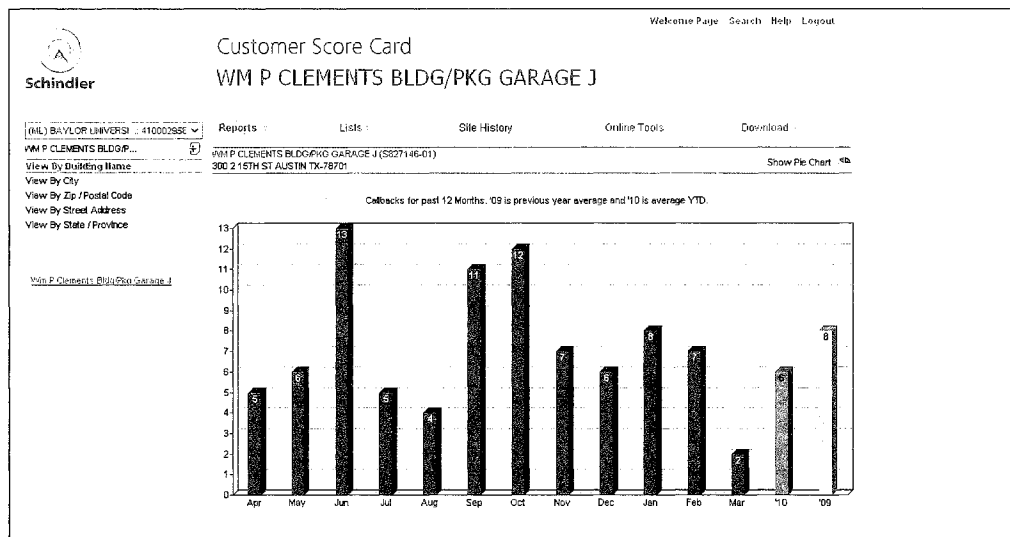
First, it our plan begins with establishing **one key point of contact** with longevity in the industry and experience in large contract management. While the entire management team is readily available, Bill Barnes, Service Supervisor – Schindler Elevator Austin will serve as the single point of contact.

Second, we will tailor our **Service Delivery Model (SDM)** to exceed the needs of the City of Austin. The SDM is a task-based elevator maintenance model with specific tasks and frequency based on the type and usage of each elevator. The SDM was specifically designed with two goals:

- 100% compliance of contractual requirements and response times
- Specific modular maintenance task for the highest level of elevator preventive maintenance and reliability

Third, the ability to produce quality reports was emphasized repeatedly during the pre-bid meeting and the importance of this is understood. We offer **customized reports** through our real-time online customer tool, Schindler Scorecard™. This allows any authorized personnel to conveniently personalize automated reports, request callbacks, view elevator and escalator historical data as well as proposals...right at your fingertips. In addition to these reports Schindler maintains advanced database/reporting systems for tracking every interaction with an elevator or escalator unit, so that we can better service your equipment.

SCHINDLER CUSTOMER SCORECARD ONLINE



c) Technical Plan

Please find a copy of the Schindler Service Excellence Program Brochure at TAB 1 in the brochures section which thoroughly explains and identifies every aspect of Schindler's commitment to quality service, customer satisfaction and safety.

iii) Safety Record

First and foremost Schindler values the safety of our employees and in the workplace, and has taken great strides in improving our safety record through employee on-board and monthly safety training. (ID Number 910089927) Interstate EMR for the last 5 years:

Year:	09-10	10-11	11-12	12-13	13-14
EMR:	.85	.83	.62	.60	.71

Our insurance carrier is Zurich – Willis of New York, Inc.

iv) Local staffing equipped to execute the requirements of the contract

In addition to the highly trained and experienced mechanics, supervisors and management at the local and district office levels, our local offices are never alone. They have the full support of our **TEAM 1** which is comprised of local engineers with an ability to resolve the most complex issues. Further, this information is shared to our engineers and technicians throughout the country so you have the benefit of experiences over a large, broad base of equipment.

Schindler also utilizes cutting edge technology to manage, track, dispatch and keep detailed records of all equipment. Schindler is the first in the industry to fully integrate all of our service technology tools into one seamless SAP platform. This allows us to make dynamic, real-time adjustments, resulting in improved consistency, reliability, response times and customer satisfaction.

v) Minimum dedicated response staff

The **Schindler Customer Service Network (SCSN)** is a dedicated response center that is always available by dialing 1-800-225-3123. Whether there is an entrapment in a elevator or a unit is not responding, SCSN will notify and dispatch the closest available technician and place a priority on the call based on the type of call and building. This is all done via **FieldLink™** which utilizes **GPS technology** and **SAP databases** to ensure the problem is resolved as quickly and efficiently as possible.

All call history and transactions are tracked to minute with feedback provided to the person placing the call. A minimum of **two technicians are on-call at all times** any day of the year. SCSN has the capability to reach **any supervisor or manager** via their personal cell phone or email at any time of any day.

vi) Response to requests outside of normal working hours

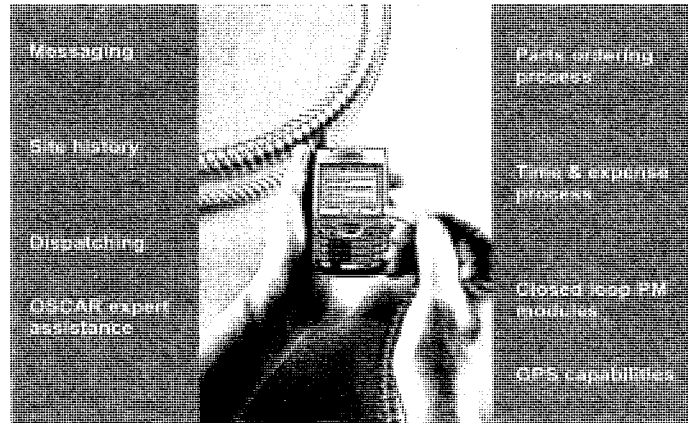
FieldLink™ provides instant documentation of services provided, as well as real-time, 24/7 communications.

Thanks to this revolutionary technology we are always on top of your maintenance needs, whether you have an issue that requires immediate attention or you're due for routine maintenance. With real-time scheduling, we are able to quickly identify and prioritize your needs with minimal disruption to your operation.

With a few simple keystrokes on their FieldLink™, technicians can access pre-arranged modules that specify exactly what work needs to be done and when. This ensures that all of our customers receive the most consistent, reliable service every time.

OSCAR (On-Site Callback Assistance Resource) helps technicians eliminate the guesswork. With a few clicks on their FieldLink™, technicians can quickly identify causes and solutions for specific equipment issues. This unique technology, which is unmatched in the industry, drastically improves customer service and satisfaction.

SCHINDLER FIELDLINK™



d) Work Program

i) Schindler Service Excellence

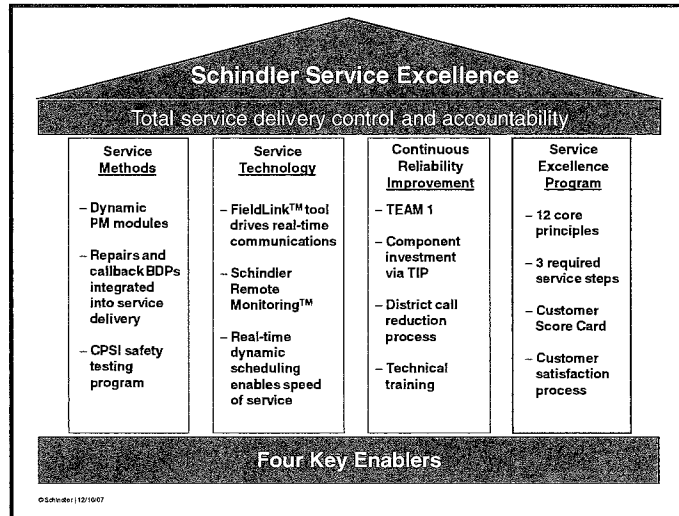
Schindler's Service Excellence Maintenance Model is a holistic service approach that prioritizes preventive maintenance each and every time Schindler touches a piece of vertical transportation equipment. The prioritizing of preventive maintenance in our Service Excellence model guarantees that we will do what we say we will, in the contracts that we sign.

The core of Schindler's service strategy is to maximize preventive maintenance in order to improve equipment reliability and customer satisfaction. By focusing on improved preventive maintenance and dedicating resources to fix repeat callbacks, Schindler has eliminated more than 30,000 callbacks out of our service portfolio annually over the past six years.

Schindler's Service Methods begin with what we do when we arrive at a location to provide maintenance services. As opposed to a traditional common task list being provided to our technicians when they arrive at a site, Schindler has taken a more efficient, scientific approach to our maintenance methodology by developing a module based preventive maintenance approach.

Our service business model is networked to the following principals:

- **Service Methods** to provide a road map for efficient preventive maintenance compliance through our service modules that ensure the client is satisfied with equipment up-time the integrity of the equipment asset maintained and tenants or guests have minimal interruption to their everyday activities.
- **Service Technology** that provides our technicians with the knowledge needed to assure efficient and effective response to trouble calls that are fixed right the first time.
- A **constant focus on improving** customer and tenant satisfaction with safe, reliable equipment.
- And while we doing what we do best we are **communication** with you, our customer, transparently. Further we listen to what you have to say and take ownership in the responsibility with which you have given us.

SCHINDLER SERVICE EXCELLENCE – KEY ENABLERS

To see additional details concerning Service Excellence, please reference **TAB 1** of the presentation and brochures section.

ii) Dynamic Preventative Maintenance Modules

As mentioned above, Schindler's Service Delivery Model is focused on preventative maintenance modules. These modules are created to deliver our preventive maintenance with the greatest efficiency possible in order to minimize customer inconvenience. This is accomplished by grouping work activities together in the area that they are completed (i.e. hoistway, machine room, pit). This approach is particularly advantageous for high traffic units, service and freight elevators.

Schindler's module-based approach also ensures that we deliver the right maintenance in the right frequencies versus traditional singular tasking approaches. In traditional tasking, technicians receive the same list of tasks to complete each and every time they visit a site. Schindler Maintenance Modules provide transparency and focus to essential preventive maintenance work that needs to be delivered with very specific frequencies, in order to maximize results. This focus cannot be accomplished through a traditional singular tasking approach that provides the same list of tasks each time a technician visits a site to perform maintenance.

Examples of the advantages of Schindler's Module Maintenance approach are exemplified through the Ropes Module that is part of Schindler's program. Through Schindler's studies in rope life we know that proper rope lubrication, at the proper frequencies, is essential to maximizing hoist rope life. Both under and over lubrication can have negative operational affects on equipment up time and cause unnecessary disruption to our customers through hoist rope replacement, sheave regrooving and/or replacement. Schindler's Maintenance Module approach guarantees that this work is completed, at the right frequencies, in order to maximize equipment up time.

SERVICE MODULE

Service Methods
Dynamic Preventive Maintenance modules, repairs and trouble calls Best Demonstrated Practices (BDP) integrated into service delivery

- Modules are customized to product, usage, building and contract demands
- Modules are controlled for greatest efficiency and minimal customer inconvenience
- Work activities are grouped for similar completion vs. inefficient singular tasking.

Geared Modules: Sample

Visit Type	SRM	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SRM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Click for details

To see additional details concerning module tasking, please reference **TAB 2** of the presentation and brochures section.

c) Ability to stock parts

Elevator Products Corporation (EPCO) is a division of Schindler Elevator Corporation, and **Adams Elevator Equipment Company** is a sister company of Schindler Elevator Corporation. EPCO and Adams bring breadth and depth to the Schindler organization. Adams is the nation's largest supplier of aftermarket elevator replacement parts. This relationship within the Schindler organization ensures the highest level of response and availability for the spare parts inventory. Additionally, **Schindler stocks more than 85,000 parts** of all manufactures for immediate repairs and replacement.

d) Response to emergency labor situations

Additional immediate resources are available through our San Antonio, Waco and Corpus Christi branch locations as well as Schindler Corporate and Area engineering support staff.

e) Response to material/inventory emergency situations

As stated above, Schindler's relationship with our internal elevator parts supplier companies as well as access to Schindler's inventories of other field offices enable us to respond seamlessly to any emergency situation.

Part XI – Authorized Negotiators

The follow two individuals are authorized negotiators, have signatory authority and may contractually obligate/commit Schindler Elevator Corporation:

Name	Michael Shelburne	Coleen Barnett
Title	District Manager	Business Unit Manager
Email	micheal.shelburne@us.schindler.com	coleen.barnett@us.schindler.com
Cell Ph	210-669-0687	512-818-6205
Address	12961 Park Central, Suite 1260 San Antonio, TX 78216	8668 Research Blvd, Suite 201 Austin, TX 78758
Office Ph	210-490-7000	512-451-3620
Fax	210-490-1338	512-451-3070

Part XII – Cost Proposal

As stated previously our cost per unit revolves around the concept of having two mechanics dedicated full time to this contract.

Attachment A – Price Proposal Form is attached separately at **TAB 8**.

Thank you for your time and consideration in reviewing the Schindler Elevator Corporation proposal. We are confident we are the **best choice** to service the elevators and escalators for the City of Austin.

Our partnership will take Austin to the top!

11/22/2013

Function Location Site History Report - ZRSMFHIS

V3.1.1

1

Office: 5510 FuncLoc:

Contract:

Notification Entered	Notif.No.	PrtY:	Status	MAC	Desired Date Time	Disp. Date Arriv.Date	Time Time	Equipment B I S Date	Equip.Description Time	Depart Date Time
05/06/2013 15:29:51	39695441	3	NOTIFICATION CLOSED OUT		05/06/2013 14:29:51	05/06/2013 14:33:09		S5204148	ESC 03 MAIN	
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363		
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/06/2013 16:32:53		05/06/2013 17:40:41	05/06/2013 17:40:41	
	Caller	:	STEVEN SCOTT	**NO ETA** @ 5125302242						
	Problem	:	(B92-ZC2)	ESC 03 MAIN-OOS-NT RSPNDNG-WNT RESET-DISPLAYNG ERROR MSG 10						
				PER NOTES NO ETA						
	Comment	:	Reported Date/Time ->	05/06/2013 14:29:51						
	Long Text	:	REST UPPER COMBPLATE SWITCHS REMOVE SCREW FROM STEP THREAD							
05/15/2013 17:24:56	39792553	3	NOTIFICATION CLOSED OUT		05/15/2013 16:24:56	05/15/2013 16:27:39		S5215120	ESC 02 MAIN	
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363		
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/15/2013 16:46:38		05/15/2013 18:00:39	05/15/2013 18:00:39	
	Caller	:	JOSE RAMOS	ETA @ 5125302242						
	Problem	:	(B09-ZC2)	ESC 2 MAIN/ INSVC/ MKNG LOUD NOISES/ TEETH MISSING OR BROKEN						
				SRVC TODAY						
	Comment	:	Reported Date/Time ->	05/15/2013 16:24:56						
	Long Text	:	REMOVED SCREWS FROM COMB SEGMENT							
05/31/2013 17:23:37	39958525	3	NOTIFICATION CLOSED OUT		05/31/2013 16:23:37	05/31/2013 16:25:30		S5852826	ESC 06 CUSTOMS	
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363		
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/31/2013 17:25:04		05/31/2013 19:23:15	05/31/2013 19:23:15	
	Caller	:	JOSE RAMOS	**ETA** @ 5125302242						
	Problem	:	(B95-ZC1)	ESC 06: OOS/ WONT RESTART						
				GV CUST NICK ETA ASAP						
	Comment	:	Reported Date/Time ->	05/31/2013 16:23:37						
	Long Text	:	NO POWER TO UNIT POWER RESET CHKED MOTOR OK RESET CHAIN SWISCH							

SAMPLE

ZRSMSS10
15:20:41

Schindler Elevator Corporation
ZRSMSS10 - Task Report

Page 1
11/22/2013

MAINTENANCE COMPLETION REPORT FOR THE YEAR 2013

AUSTIN BERGSTROM INT'L AIRPORT Bldg-ID: S827166-01 Contract: 4100054912 AUSTIN BERGSTROM INT'L AIRPORT
3600 PRESIDENTIAL BLVD Equip# : S5852826 Workcenter: M088563
AUSTIN TX 78719-2363 ESC 06 CUSTOMS

Task Desc	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
EXT												
Check unit operation.	. * . . .			* * . . .			*		
Visual check handrail.			. * . . .	* * . .		. * . . .		**	*	
Visual check combplates & combteeth, step lighting.			. * . . .	* * . .		. * . . .		**	*	
Visual check steps.			. * . . .	* * . .		. * . . .		**	*	
Visual check balustrades & skirts.			. * . . .	* * . .		. * . . .		**	*	
Visual check ride quality & overall operation.			. * . . .	* * . .		. * . . .		**	*	
Check step to step & step to skirt clearances.										*		
Silicone skirts, if applicable.			. * . . .	* * . .		. * . . .		**	*	
Erect barricades & prepare to open unit.				*						*		
Visual check of parts & lubricants kept on site.										*		
INT												
Lube all chains. Check step & training rollers.										*		
Visual check step chain & handrail drive tension.				. * . . .								
Visual check machine, machine oil, motor, motor bearings. Clean as nee										*		
Lube bull gear, jack shaft, motor bearings.				. * . . .								
Clean handrail track.				. * . . .								
Clean upper head.				. * . . .								
Clean lower head.										*		
Check all safety switches. Check & lube upthrust tracks.				. * . . .								
Visual check controller, starter contacts, wiring connections, etc.				. * . . .								
Visual check, clean, lube service & emergency brakes.										*		

SAMPLE

TAB 3

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	SCHINDLER ELEVATOR CORPORATION					
Physical Address	8868 RESEARCH BLVD, SUITE 201, AUSTIN TX 78758					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NOT APPLICABLE					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

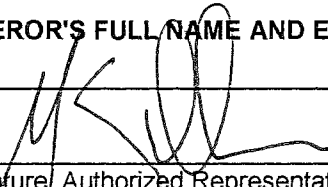
**City of Austin
Purchasing Office
Local Business Presence Identification Form**

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:



Signature/ Authorized Representative of Offeror

MICHAEL SHELBURNE, DISTRICT MANAGER
SCHINDLER ELEVATOR CORPORATION

Title

NOVEMBER 22, 2013

Date

END

TAB 4

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Add Reference

Company's Name	<input type="text" value="Texas Facilities Commission"/>		
Name of Contact	<input type="text" value="Ken Hulin"/>	Contact Title	<input type="text" value="Facilities Maintenance Supervisor"/>
Present Address	<input type="text" value="1311 San Jacinto Blvd, Austin TX 78701"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78758"/>
Telephone Number	<input type="text" value="(512) 457-4309"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="hen.hulin@tfc.state.tx.us"/>		

Company's Name	<input type="text" value="Austin Bergstrom International Airport"/>		
Name of Contact	<input type="text" value="Mike Robinson"/>	Contact Title	<input type="text" value="Division Manager"/>
Present Address	<input type="text" value="3601 Bergstrom Drive"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78719"/>
Telephone Number	<input type="text" value="(512) 530-7504"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="mike.robinson@ci.austin.tx.us"/>		

Company's Name	<input type="text" value="San Antonio International Airport"/>		
Name of Contact	<input type="text" value="Oscar Tovar"/>	Contact Title	<input type="text" value="Director of Maintenance Services"/>
Present Address	<input type="text" value="9800 Airport Blvd"/>		
City	<input type="text" value="San Antonio"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78216"/>
Telephone Number	<input type="text" value="(210) 296-7284"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="oscar.tovar@sanantonio.gov"/>		

Company's Name	Baylor University		
Name of Contact	Roger Dobbins	Contact Title	Director of Facilities
Present Address	1919 S 1st Street		
City	Waco	State	Texas Zip Code 76706
Telephone Number	(254) 710-1361	FAX Number	
Email Address	roger_dobbins@baylor.edu		

Company's Name	Seton Family of Hospitals		
Name of Contact	Rod Locke	Contact Title	Executive Director, Support Services
Present Address	1345 Philomena Street		
City	Austin	State	Texas Zip Code 78723
Telephone Number	(512) 324-1685	FAX Number	(512) 324-1700
Email Address	rlocke@seton.org		

TAB 5

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO **PAX0107**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22ND day of NOVEMBER, 2013.

CONTRACTOR

SCHINDLER ELEVATOR CORPORATION 

Authorized Signature

Title

MICHAEL SHELBURNE, DISTRICT MGR

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. PAX0107
FOR

ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR, AND MODERNIZATION

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

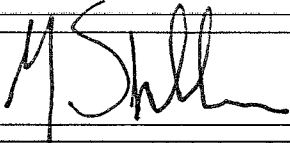
1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. PAX0107

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">SCHINDLER ELEVATOR CORPORATION</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Nov 22, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">MICHAEL SHELBURNE</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">DISTRICT MANAGER</div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

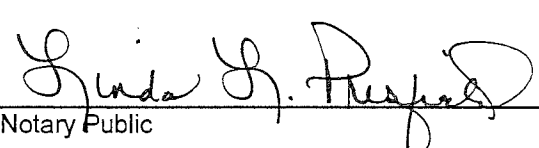
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7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

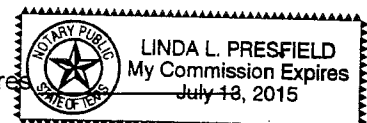
Contractor's Name:	SCHINDLER ELEVATOR CORPORATION
Printed Name:	MICHAEL SHELBURNE
Title:	DISTRICT MANAGER


Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 22ND day of NOVEMBER, 2013.


Notary Public

My Commission Expires



CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. PAX0107

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	BILL BARNES	SERVICE SUPERVISOR
Delete		
Add	LINDA PRESFIELD	FIELD COORDINATOR - ADMIN
Delete		
Add	COLEEN BARNETT	BUSINESS UNIT MANGER
Delete		
Add	MICHAEL "TODD" MCCARTY	ELEVATOR MECHANIC
Delete		
Add	FRANCISO "FRANK" CASTILLO	ELEVATOR MECHANIC
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	SCHINDLER ELEVATOR CORPORATION		
Signature of Officer or Authorized Representative:		Date:	Nov 22, 2013
Printed Name:	MICHAEL SHELBURNE		
Title:	DISTRICT MANAGER		

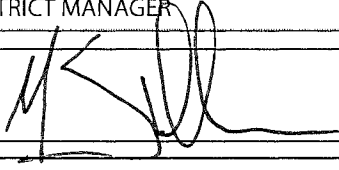
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

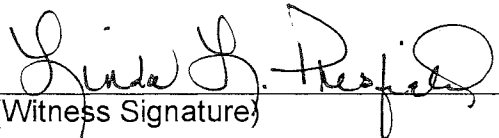
Contract Number:	
Description of Services:	ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR, AND MODERNIZATION
Contractor Name:	SCHINDLER ELEVATOR CORPORATION


Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	DISTRICT MANAGER		
Signature of Employee:		Date:	Nov 22, 2013
Employee's Printed Name:	MICHAEL SHELBURNE		


(Witness Signature)

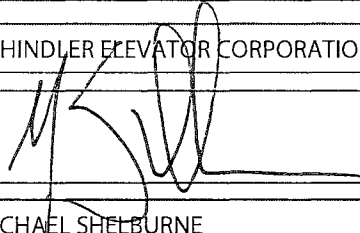

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. PAX0107

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	SCHINDLER ELEVATOR CORPORATION		
Signature of Officer or Authorized Representative:		Date:	Nov 22, 2013
Printed Name:	MICHAEL SHELBURNE		
Title:	DISTRICT MANAGER		

TAB 6

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: PAX0107

PROJECT NAME: ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR, AND MODERNIZATION

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	SCHINDLER ELEVATOR CORPORATION		
Address	8868 RESEARCH BLVD, SUITE 201		
City, State Zip	AUSTIN TX 78758		
Phone	512-451-3620	Fax Number	512-451-3070
Name of Contact Person	MICHAEL SHELBURNE		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

MICHAEL SHELBURNE DISTRICT MANAGER

Name and Title of Authorized Representative (Print or Type)

Signature

NOVEMBER 22, 2013

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	NOT APPLICABLE		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: PAX0107

PROJECT NAME: ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR, AND MODERNIZATION

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

SCHINDLER ELEVATOR CORPORATION

Company Name

MICHAEL SHELburnE, DISTRICT MANAGER

Name and Title of Authorized Representative (Print or Type)

Signature

NOVEMBER 22, 2013

Date

TAB 7

TAB 8

**ATTACHMENT A
COMPARISON PRICE PROPOSAL FORM
RFP PAX0107**

Note: The City reserves the right to award by group/department(s) or by line items to one or more Contractors, whichever is most beneficial to the City. The Vendor shall propose pricing on all items in a group Attachment A, Price Proposal Form, to be considered for group award.

Locations maybe added or deleted at any time. New locations will be priced at the same price as similar Elevator Description already on the contract.

This contract is estimated annually at \$1,700,000.00 for year one, \$1,200,000.00 for the remaining years

LABOR

GROUP A - BUILDING SERVICES DEPARTMENT

Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Austin Parking Enforcement	1111 Rio Grande	Dover EM3728, hydraulic, 2100 lb. passenger	Monthly	12	\$ 205.00	\$ 2,460.00
	Municipal Building	124 West 8th	Hollister Whitney, passenger, electric	Monthly	12	\$ 410.00	\$ 4,920.00
	Municipal Building	124 West 8th	Otis, passenger, electric	Monthly	12	\$ 410.00	\$ 4,920.00
	Austin Police Department North	12425 Lamplight Village Ave	Dover, EP6020A, EE5903	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	RBH Health Center	15 Waller Street	Motion Control, passenger, 4030/TXE 2	Monthly	12	\$ 205.00	\$ 2,460.00
	RBH Health Center	15 Waller Street	Motion Control, passenger, TXE-28361	Monthly	12	\$ 205.00	\$ 2,460.00
	Rutherford Lane Campus, Bldg 1	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 205.00	\$ 2,460.00
	Rutherford Lane Campus, Bldg 2	1520 Rutherford Lane	U.S. Elevator/Hydraulic/Passenger	Monthly	12	\$ 205.00	\$ 2,460.00
	Rutherford Lane Campus - Bldg 4	1520 Rutherford Lane	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 205.00	\$ 2,460.00
	Arthur DeWitty VTC	2209 Rosewood	General, passenger	Monthly	12	\$ 205.00	\$ 2,460.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 697.00	\$ 8,364.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 697.00	\$ 8,364.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 697.00	\$ 8,364.00
	City Hall	301 West 2nd Street	Kone, Gearless Traction	Monthly	12	\$ 697.00	\$ 8,364.00
	Webberville Service Center	2600 Webberville Road	Hydraulic Passenger Elevator	Monthly	12	\$ 205.00	\$ 2,460.00
	Public Safety Training Center	4800 Shawn Lane	Otis, Hydraulic Passenger Elevator	Monthly	12	\$ 205.00	\$ 2,460.00
	Transfer Center	3810 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 205.00	\$ 2,460.00
	South Austin Svc.Ctr.	4108 Todd Lane	Passenger/Hydraulic	Monthly	12	\$ 205.00	\$ 2,460.00
	Technicenter	4201 Ed Bluestein	Dover, Hydraulic, Model#EP6020	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Service Center #8	4411 Meinardus Dr.	Dover, DMC hydraulic	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Fire Prevention and Training	517 S. Pleasant Valley Rd	Dover, E55577	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Municipal Court - Jail Elevator	700 East 7th	Dover, hydraulic, DP70E15, S/N 33546	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Municipal Court	700 East 7th	Dover, hydraulic, F00305, S/N 33547	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Municipal Court	700 East 7th	Dover, passenger, S/N E72759	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32920	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Austin Police Department	715 East 8th	Dover, passenger, geared, S/N C32921	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Austin Police Department	715 East 8th	Dover, oldraulic, freight, S/N E-62929	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Austin Police Department	715 East 8th	Dover, passenger, 1586052304, 10984	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Austin Police Department	715 East 8th	Dover, passenger, 1586052305, 109894	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Austin Police Department	715 East 8th	Dover, passenger, E87128, AP-180-44	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp, passenger	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Austin Police Department East	812 East Springdale Rd	Thyssen Krupp TAC 20 S/N E-P5826	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
TOTAL							\$ 141,204.00

GROUP B - LIBRARY DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48548	Bi-Weekly	24	\$ 164.00	\$ 3
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48549	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	J.H. Faulk Central Library	800 Guadalupe	Dover, passenger, oildraulic, S/N E-48550	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Austin History Center	810 Guadalupe	Dover, passenger, oildraulic, S/N S00010926	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Yarborough Branch Library	2200 Hancock Dr.	Dover, passenger, oildraulic, S/N 20W882	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Zaragoza Warehouse	651 N. Pleasant Valley Rd.	Dover, passenger, oildraulic, S/N 20Y979	Bi-Weekly	24	\$ 123.00	\$ 2,952.00
	Austin History Center	810 Guadalupe	WC #1 Access WL48, Serial 096628N	Monthly	12	\$ 123.00	\$ 1,476.00
	Austin History Center	810 Guadalupe	WC #2 Access WL48, Serial 09818N	Monthly	12	\$ 123.00	\$ 1,476.00
	Austin History Center	810 Guadalupe	WC #3 Access WL48, Serial 096638N	Monthly	12	\$ 123.00	\$ 1,476.00
TOTAL							\$ 27,060.00
GROUP C - PARKS AND RECREATION DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Parks and Recreation	1500 W. Riverside Dr.	Dover, passenger, 1500 lb., S/N E-48617	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	1200 Montopolis Dr.	Dover, passenger, 2000 lb., mfr.#EG0035	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	2300 Rosewood Ave.	ESCO, passenger, 1500 lb., 100 ABT 240 AC MAP HP30	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	1006 Congress	General, passenger, 2500 lb., S/N 63082T	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	301 Nature Center Dr.	Custom, oildraulic, 2100 lb., S/N 63482T	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	1110 Barton Springs	Dover, passenger, 2000 lb., mfr. #EC3045	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	2100 East 3rd St.	Thyssen Krupp, passenger, 2100 lb., Model#TAC20	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, freight, 7500 lbs., S/N EP9155-139328	Monthly	12	\$ 205.00	\$ 2,460.00
	Parks and Recreation	1165 Angelina St.	Thyssen Krupp, passenger 2500 lbs., S/N EP9154-B0306180263	Monthly	12	\$ 205.00	\$ 2,460.00
	Washington Carver Cultural Arts Center	1165 Angelina St.	Wheel Chair Lift, Decal # 63234	Monthly	12	\$ 205.00	\$ 2,460.00
TOTAL							\$ 24,600.00
GROUP D - AUSTIN WATER UTILITY							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	ULRICH WTP	1000 Forest View	Dover, freight, electric 8000 lb., S/N C21801	Monthly	12	\$ 410.00	\$ 4,920.00
	ULRICH WTP	1000 Forest View	Dover, passenger, hydraulic, 2500 lb., S/N 063-EG-7613	Monthly	12	\$ 205.00	\$ 2,460.00
	ULRICH WTP	1000 Forest View	ThyssenKrupp Elevator (TKE) Model TAC 20 S/N FT3562 Installed 2005 2500 lbs. capacity	Monthly	13	\$ 205.00	\$ 2,665.00
	DAVIS WTP	3500 West 35th St.	Hunter Hayes, freight, electric, 4000 lb., S/N C10469	Monthly	12	\$ 410.00	\$ 4,920.00
	DAVIS WTP	3500 West 35th St.	Schlinder, 330A hydraulic 2100 lb., B0582, S690005-01	Monthly	12	\$ 205.00	\$ 2,460.00
	WALNUT CREEK	7113 E. Martin Luther King	Dover, hydraulic, freight, 2000 lb., DP12020, S/N E-45732	Monthly	12	\$ 205.00	\$ 2,460.00
	S. Austin WWTP - Lift Station #1	13009 Fallwell Lane	Montgomery, 2500 lb., S/N CT 53698	Monthly	12	\$ 697.00	\$ 8,364.00
	PAXTON SE SERVICE CENTER	3907 S. Industrial Ctr.	Montgomery Kone, hydraulic, 250 lb., S/N CP83158	Monthly	12	\$ 205.00	\$ 2,460.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone,Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 410.00	\$ 4,920.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone,Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 410.00	\$ 4,920.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone,Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 410.00	\$ 4,920.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	Montgomery Kone,Passenger, MIPROM 21 Control VVVF	Monthly	12	\$ 410.00	\$ 4,920.00
	Waller Creek Center	625 E.10th St Waller Creek Ctr	US Elevator, passenger, hydraulic,	Monthly	12	\$ 410.00	\$ 4,920.00
TOTAL							\$ 55,309.00

GROUP E - AVIATION DEPARTMENT							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover # 040079	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040074	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040075	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040076	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040077	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Dover #040078	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053049 s/n C088438	Monthly	12	\$ 410.00	\$ 4,920.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053054 s/n C088439	Monthly	12	\$ 410.00	\$ 4,920.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053059 s/n C088440	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053064 s/n C088441	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053070 s/n C088442	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053076 s/n C088443	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053081 s/n C088444	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053086 s/n C088445	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053091 s/n C088446	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053096 s/n C094970	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053101 s/n C088436	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Kone #20053106 s/n C088437	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-01	Monthly	12	\$ 205.00	\$ 2,460.00
	Barbara Jordan Terminal	3600 Presidential Blvd.	Motion Control s/n C2120-02	Monthly	12	\$ 205.00	\$ 2,460.00
						TOTAL	\$ 54,120.00

GROUP F - CONVENTION CENTER DEPARTMENT

Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Montgomery Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Montgomery Freight Elevator	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Schindler Passenger Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Convention Center	500 East Cesar Chavez	Matot Dumbwaiter	Monthly	12	\$ 123.00	\$ 1,476.00
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center	500 East Cesar Chavez	Courion Freight Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Montgomery Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Schindler Escalators	Bi-Weekly	24	\$ 574.00	\$ 13,776.00
	Convention Center	500 East Cesar Chavez	Portable wheel chair lift	Monthly	12	\$ 123.00	\$ 1,476.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center 5th St. Garage	601 East 5th Street	ThyssenKrupp Passenger Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center 2nd St. Garage	601 East 5th Street	Fixed Wheelchair lift	Monthly	12	\$ 123.00	\$ 1,476.00
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Convention Center 2nd St. Garage	201 East 2nd Street	Dover Passenger Elevators	Monthly	12	\$ 410.00	\$ 4,920.00
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Palmer Events Center	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Palmer Events Center	900 Barton Springs	Minnesota Freight Elevator	Monthly	12	\$ 205.00	\$ 2,460.00
	Palmer Events Center	900 Barton Springs	Portable wheel chair lift	Monthly	12	\$ 123.00	\$ 1,476.00
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	Palmer Events Center Garage	900 Barton Springs	Schindler Elevators	Monthly	12	\$ 205.00	\$ 2,460.00
	African American Cultural 7 Heritage Facility	912 East 11th Street	Schindler Elevators	Monthly	12	\$ 697.00	\$ 8,364.00
TOTAL							\$ 250,920.00

GROUP G - AUSTIN ENERGY							
Item	Location Description	Street Address	Elevator Description	Service Frequency	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Freight #1- ThyssenKrupp – ET0746	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Downtown Cooling Plant #2	410 Sabine St. Austin, TX 78701	Passenger #2 – ThyssenKrupp ET0747	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #1- Otis Electric – S/N CT13015	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Decker Power Plant	8003 Decker Lane Austin, TX 78724	Passenger #2- Westinghouse Electric – 2BC-ERi	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Kramer Ln. Service Center Bldg. C	2412 Kramer Lane Austin, TX 78758	Passenger- Electric Hydraulic Montgomery O.E.M. – 77-1592	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Chair Lift- Electric Screw Accessibility Lift O.E.M – W/C Lift	Bi-Weekly	24	\$ 205.00	\$ 4,920.00
	Kramer Ln. Service Center Bldg. E	2526 Kramer Lane Austin, TX 78758	Passenger- Montgomery Hydraulic Elevator – CP81664	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	St. Elmo Service Center	4411 B Meinardus Drive Austin, TX 78744	Passenger- Electric Hydraulic DMC Dover O.E.M. – ED3285	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #1- Dover Electric – C42433	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #2- Dover Electric – C42444	Bi-Weekly	24	\$ 287.00	\$ 6,888.00
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Freight #3- Dover Hydraulic – E88177	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #4- Dover Hydraulic – E88175	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	Town Lake Center	721 Barton Springs Rd. Austin, TX 78704	Passenger #5- Dover Hydraulic – E88176	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	System Control Center	2500 Montopolis Dr. Austin TX 78741	Passenger #1- Dover Hydraulic - EH5388	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	CTECC	5010 Old Manor Road, Austin, TX 78723	Passenger #1- Schindler Elevator (decal #031257)	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
	CTECC	5010 Old Manor Road, Austin, TX 78723	Passenger #2- Schindler Elevator (decal #031258)	Bi-Weekly	24	\$ 164.00	\$ 3,936.00
TOTAL							\$ 75,768.00

OTHER LABOR RATE				
	Charge for each Full Load 5-year Inspection			\$ 2,500.00
Standby Service				Hourly Rate
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.			\$ -
	After hours, weekends, and holidays			\$ 289.00
Entrapment Service Calls				Hourly Rate
	Monday thru Friday, 6:00 A.M. and 6:00 P.M.			\$ -
	After hours, weekends, and holidays			\$ 289.00
None-Maintenance Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.				Hourly Rate
	Lead Technician			\$ 170.00
	Elevator Technician			\$ 170.00
	Elevator Helper			\$ 136.00
None-Maintenance Calls - After hours, weekends, and holidays				Hourly Rate
	Lead Technician			\$ 289.00
	Elevator Technician			\$ 289.00
	Elevator Helper			\$ 232.00
Emergency Calls - Monday thru Friday, 6:00 A.M. and 6:00 P.M.				Hourly Rate
	Lead Technician			\$ -
	Elevator Technician			\$ -
	Elevator Helper			\$ -
Emergency Calls - After hours, weekends, and holidays				Hourly Rate
	Lead Technician			\$ 289.00
	Elevator Technician			\$ 289.00
	Elevator Helper			\$ 232.00
Preventative Maintenance Inspection		Quantity	Bi-Weekly Rate	Monthly Rate
	Hydro Pass	1	\$ -	\$ -
	Hydro Freight	1	\$ -	\$ -
	Traction Pass	1	\$ -	\$ -
	Traction Freight	1	\$ -	\$ -
	Escalator	1	\$ -	\$ -
SUBCONTRACTING				
ITEM	PROPRIETARY ITEMS			Percentage
	% mark-up for proprietary services			20%
MATERIAL				
ITEM	MATERIAL			Percentage
	% discount from manufacturer's price list			0%
GRAND TOTAL				

Please see note #3 below and page 5 of our proposal concerning pricing and visitations.

FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL PROPOSER IN THE FUTURE. PLEASE PROVIDE THE PRICING STRUCTURE YOU WILL OFFER THE CITY FOR ANY NON-SPECIFIED ITEM OR SERVICE DURING THE COURSE OF THE RESULTING CONTRACT.

Material - **20% mark-up** (cost plus) on any material purchased; Schindler is able to buy material at a lower purchase rate on thousands parts stocked through our national service department and subsidiaries.

Major Repairs - major repairs will be proposed at the set labor rates and material mark-ups (20%) as stated above.

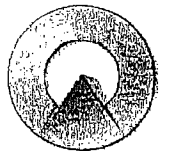
3) Full-time dedicated mechanics - as stated on page 5 of our proposal document in TAB 2, Schindler plans to provide 2 full-time mechanics to this contract. All PM visits, annual inspections and callbacks (other than non-maintenance callbacks) are included in our pricing.

JOB CLASSIFICATION (add more lines, if necessary)	NORMAL BUSINESS HOURLY RATE	AFTER HOUR, WEEKEND, AND HOLIDAY HOURLY RATE
Elevator/Escalator Mechanic/Technician	\$ 170.00	\$ 289.00
Elevator/Escalator Helper	\$ 136.00	\$ 232.00

SUPPORTING DOCUMENTS

The Schindler Service Delivery Program

1. Plans 100% compliance to all contractual requirements
 - Visit frequency
 - Visit duration
 - Fire Service Testing
 - CPSI and authority required safety testing
2. Systematically assigns mechanics to perform specific preventive maintenance tasks
 - Sends Modules based on equipment types
 - Modules are sequenced to provide completion of all maintenance tasks over a 12 month period
3. Send alerts to supervisors when maintenance visits are behind schedule
 - Provides easy method for Super to push missed visits to Mech.
4. Electronically stores maintenance and repair records which can be automatically sent to customers
5. Creates customer friendly maintenance reports
6. **Protects our customers capital investment**



Schindler

Equipment organization

Visit requirements - date, frequency, and time

Notice group 4 – 2 gearless elevators

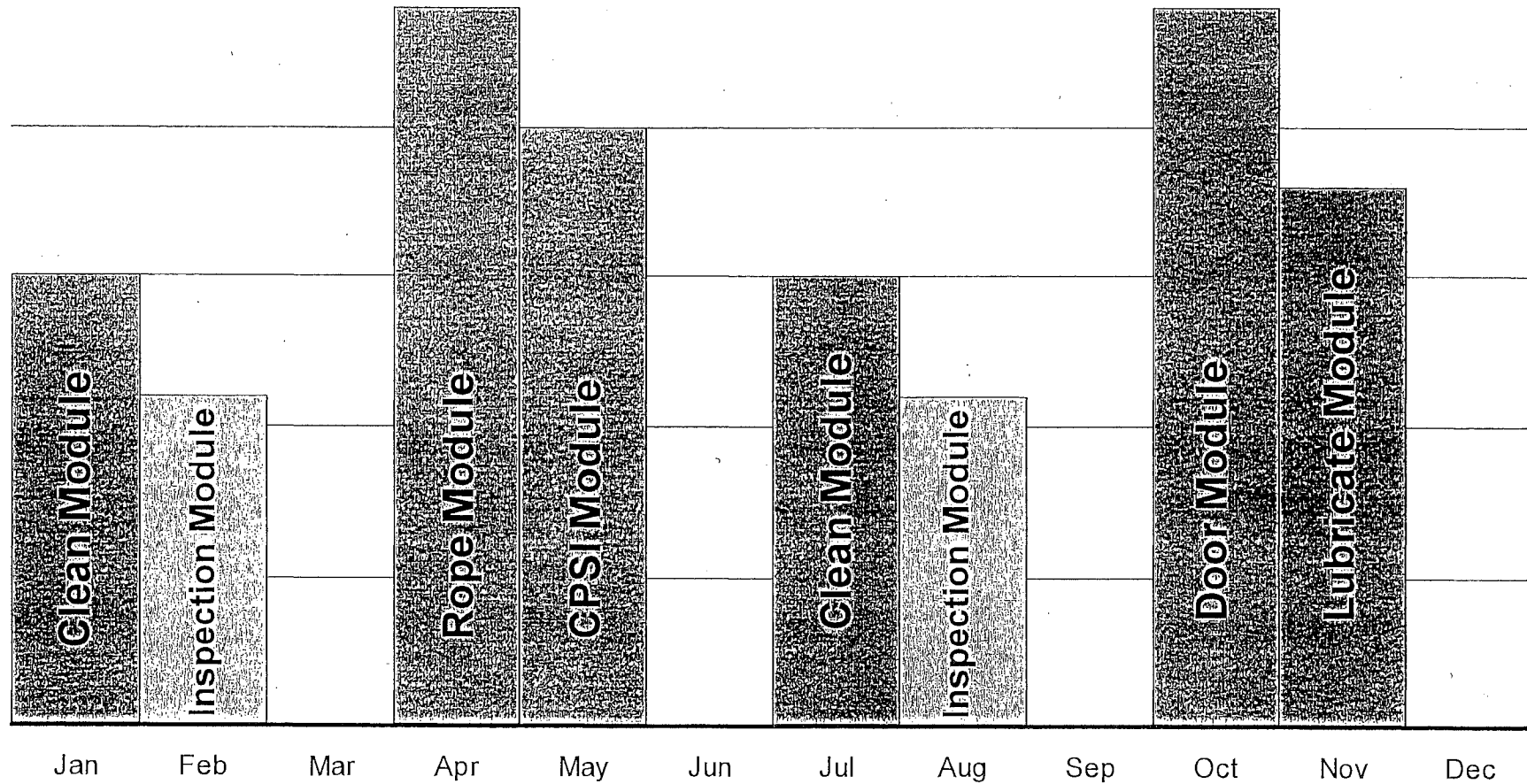
8 410Usage Level A

01/02	01/04	01/09	01/11	01/16	01/18	01/21	01/26	01/29	01/31	01/07
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

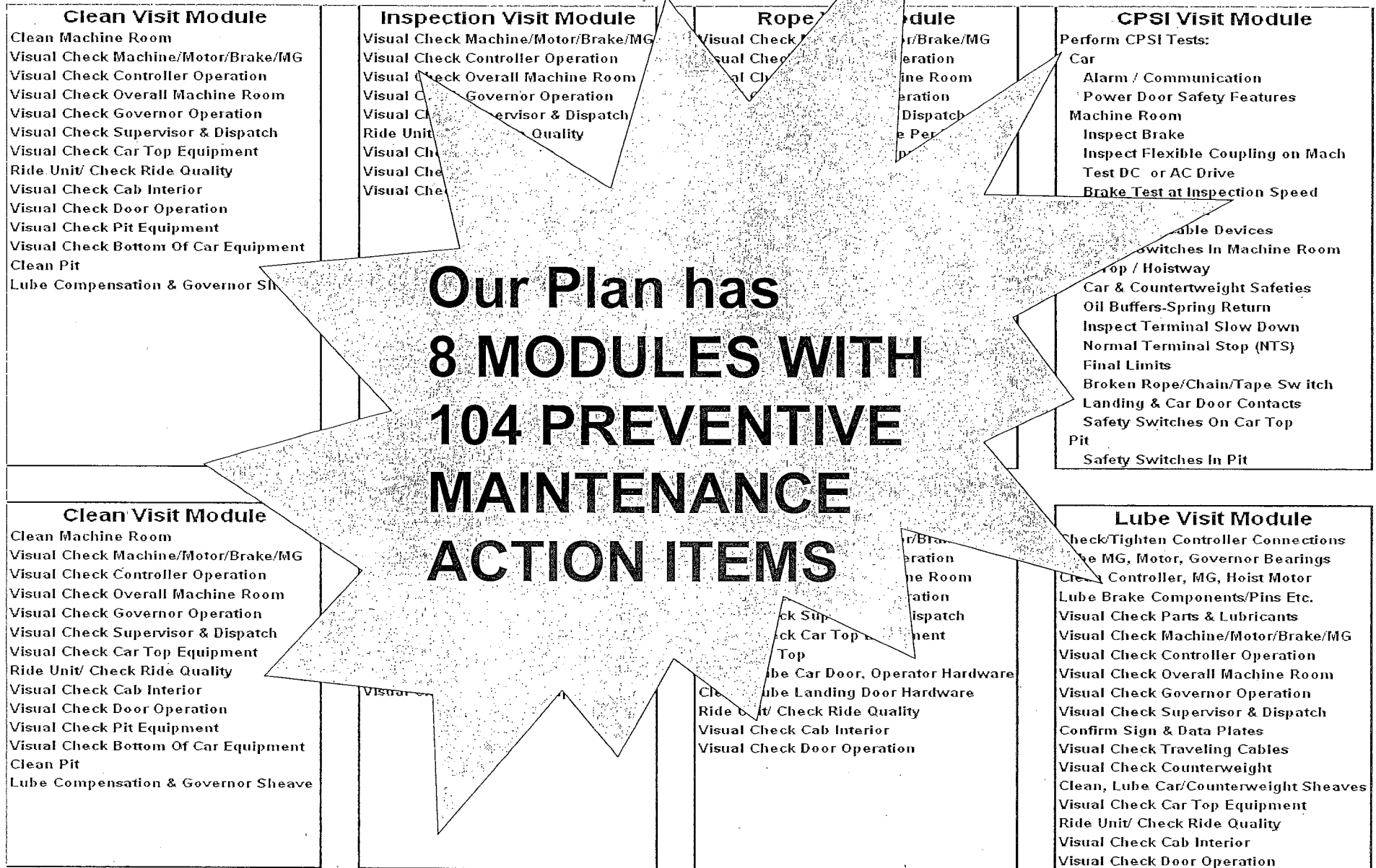
01/02	01/04	01/09	01/11	01/16	01/18	01/21	01/26	01/29	01/31	01/07
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Actual planned visit schedule

Traction Modules on Usage level A



Geared Elevator Modules and associated Actions Tasks



Service Delivery report designed for customers record

1. Can be filtered to show selective information
2. Easy to pull up
3. Can be produced on request
4. Simple but effective

Actual module
unique ID record

Contract
number

Building Name

Actual date work
was scheduled

Module group
completed

Date of original
planned visit

Date module was
completed

Identifies the unit
worked on

Equipment	SD Doc	Building Name	Work ctr	Plan MM	Original Plan	Scheduled	Compl. date	Module	Tech Name	Visit ID
M0055043	4100063391	6363 WOODWAY BLDG	M083119	10	10/19/2012	09/27/2012	09/27/2012	Geared Inspection	Roy Rodriguez	PM0000708393
M0055044	4100063391	6363 WOODWAY BLDG	M083119	10	10/19/2012		09/27/2012	Geared Inspection	Roy Rodriguez	PM0000708393
M0055045	4100063391	6363 WOODWAY BLDG	M083119	10	10/19/2012		09/26/2012	Geared Inspection	Roy Rodriguez	PM0000708393
S5563403	4100063391	6363 WOODWAY BLDG	M083119	10	10/19/2012		09/26/2012	Hydro Technical	Roy Rodriguez	PM0000708393
M0055045	4100063391	6363 WOODWAY BLDG	M083119	09	09/04/2012	08/17/2012	08/17/2012	Geared Cleaning	Roy Rodriguez	PM0000649161
M0055044	4100063391	6363 WOODWAY BLDG	M083119	09	09/04/2012		08/17/2012	Geared Cleaning	Roy Rodriguez	PM0000649161
M0055043	4100063391	6363 WOODWAY BLDG	M083119	09	09/04/2012		08/17/2012	Geared Cleaning	Roy Rodriguez	PM0000649161
S5563403	4100063391	6363 WOODWAY BLDG	M083119	07	07/21/2012	07/02/2012	07/02/2012	Customer Visit	Roy Rodriguez	PM0000591183
M0055045	4100063391	6363 WOODWAY BLDG	M083119	07	07/21/2012		07/02/2012	Geared Lube	Roy Rodriguez	PM0000591183
M0055044	4100063391	6363 WOODWAY BLDG	M083119	07	07/21/2012		07/02/2012	Geared Lube	Roy Rodriguez	PM0000591183
M0055043	4100063391	6363 WOODWAY BLDG	M083119	07	07/21/2012		07/02/2012	Geared Lube	Roy Rodriguez	PM0000591183
M0055045	4100063391	6363 WOODWAY BLDG	M083119	06	06/06/2012	05/18/2012	05/18/2012	Geared Doors	Roy Rodriguez	PM0000532803
M0055043	4100063391	6363 WOODWAY BLDG	M083119	06	06/06/2012		05/18/2012	Geared Doors	Roy Rodriguez	PM0000532803
M0055044	4100063391	6363 WOODWAY BLDG	M083119	06	06/06/2012		05/18/2012	Geared Doors	Roy Rodriguez	PM0000532803

The Service Delivery Model

The SEC, SDM program simply stated is an advanced computer program that plans, schedules, and directs our mechanics to perform specific preventive maintenance and inspection activities to each unit under contract. The goal being, to deliver 100% of all preventive maintenance and testing activities to each unit, within any given 12 month period.

Additionally the program is designed to deliver 100% of all contractual responsibilities including adherence to visitation frequencies and hours.

The system uses advanced digital media devices to communicate to and from our technicians in real time. The scheduling aspect remains fluid utilizing the efficiencies and benefits of GPS logic.



Schindler

Hydraulic Inspection

Seq #	Description
10	Visual Check Pump Unit Operation & Components
20	Check Oil Level
30	Visual Check Controller Operation, Components, Motor Starter
40	Visual Check Overall Machine Room Space/Area
50	Ride Unit & Check Ride Quality
60	Visual Check Cab Interior, Components, Fixture
70	Visual Check Door Operation & Door Safety Device
80	Visual Check Car Top Equipment
90	Visual check Pit & Pir Equipment
100	Visual Check Bottom of Car Equipment

Hydraulic Technical

Seq #	Description
10	Check and Tighten Controller Connections
20	Clean Machine Room
30	Visual Check Parts & Lubrication kept in Machine Room
40	Visual Check Pump Unit Operation & Components
50	Check Oil Level
60	Visual Check Controller Operation, Components, Motor Starter
70	Visual Check Overall Machine Room Space/Area
80	Check Anti Creep Function, If Applicable
90	Ride Unit & Check Ride Quality
100	Visual Check Cab Interior, Components, Fixture
110	Visual Check Door Operation & Door Safety Device
120	Visual Check Pit & Pir Equipment
130	Clean Pit
140	Visual Check Bottom of Car Equipment
150	Visual Check Guide Rails & Brackets. Lube Rails As Applicable
160	Confirm Signs & Data Plates
165	Visual Check Car Top Equipment
170	Visual Check, Clean, Lube, Car Door & Door Operator Hardware
180	Visual Check, Clean, Lube All Landing Door Hardware
190	Clean Car Top

Customer Visit

Seq #	Description
10	Check with Owner/Customer
20	Visual Check Overall Machine Room Space/Area
30	Ride Unit & Check Ride Quality

Escalator Inspection

Seq #	Description
10	Visual Check Handrail
20	Visual Check Combplates & Combteeth, step Lighting
30	Visual Check Balustrades & Skirts
40	Visual Check Steps
50	Visual Check Ride Quality & Overall Operation
60	Silicone Skirts, If Applicable

Escalator Lower End

Seq #	Description
10	Erect Barricades & Prepare To Open Unit
20	Visual Check Handrail
30	Visual Check Combplates & Combteeth, step Lighting
40	Visual Check Balustrades & Skirts
50	Visual Check Steps
60	Visual Check Ride Quality & Overall Operation
70	Silicone Skirts, If Applicable
80	Visual Check Parts & Lubricants Kept on Site
90	Lube All Chain. Check Step & Training Rollers
100	Visual Check Machine, Machine Oil, Motor, Motor Bearings. Clean As Needed
110	Clean Lower Head
120	Check Step to Step & Step to Skirt Clearances
130	Visual Check , Clean , , Lube Service & emergency Brake
140	Visual Check Bottom of Car Equipment
150	Visual Check Guide Rails & Brackets. Lube Rails As Applicable
160	Confirm Signs & Data Plates
165	Visual Check Car Top Equipment
170	Visual Check, Clean, Lube, Car Door & Door Operator Hardware
180	Visual Check, Clean, Lube All Landing Door Hardware
190	Clean Car Top

Escalator Upper End

Seq #	Description
10	Visual Check Handrail
20	Visual Check Combplates & Combteeth, step Lighting
30	Visual Check Balustrades & Skirts
40	Visual Check Steps
50	Visual Check Ride Quality & Overall Operation
60	Silicone Skirts, If Applicable
70	Clean Upper Head
80	Check All Safety Switches, Check & Lube Upthrust Tracks
90	Lube Bull Gear, Jack Shaft, Motor Bearings
100	Visual Check Step Chain & Handrail Drive Tension
110	Clean Handrail Track
120	Visual Check Controller, Starter Contacts, Wiring Connection
130	Erect Barricades & Prepare To Open Unit

Customer Visit

Seq #	Description
10	Check with Owner/Customer
20	Visual Check Overall Machine Room Space/Area
30	Ride Unit & Check Ride Quality

Geared Inspection

Seq #	Description
10	Visual Check Hoistmachine, Motor, brake, MG Set & Condition
20	Visual Check Controller Operation And Components
30	Visual Check Overall Machine Room Space/Area
40	Visual Check Governor Operation & Components
50	Visual Check Supervisory/Dispatch System Operation & Components
60	Ride Unit & Check Ride Quality
70	Visual Check Cab Interior, Components, Fixtures
80	Visual Check Door Operation & Door Safety Device
90	Visual Check Car Top Equipment

Geared Lube

Seq #	Description
10	Check & Tighten controller Connections
20	Lube MG, Hoist Motor, Governor Bearings
30	Clean Controller, MG, Hoist Motor
40	Lube Brake Components, Pins, Etc.
50	Visual Check Of Parts & Lubricants, Kept In Machine Room
60	Visual Check Hoist Machine, Motor, Brake, MG Operation & Condition
70	Visual Check Controller Operation & Components
80	Visual Check Overall Machine Room Space/Area
90	Visual Check Governor Operation & Condition
100	Visual Check Supervisory/Dispatch System Operation & Components
110	Confirm Signs & Data Paltes
120	Visual Check Traveling Cable % Attachments
130	Visual Check Cwt & Cwt Components
140	Clean & Lube Car & Cwt 2:1 Sheaves & Deflector Sheaves, As Applicable
150	Visual Check Car Top Equipment
160	Ride Unit & Check Ride Quality
170	Visual Check Cab Interior, Components, Fixtures
180	Visual Check Door Operation & Door Safety Device

Customer Visit

Seq #	Description
10	Check with Owner/Customer
20	Visual Check Overall Machine Room Space/Area
30	Ride Unit & Check Ride Quality

Geared Cleaning

Seq #	Description
10	Clean Machine Room
20	Visual Check Hoistmachine, Motor, brake, MG Set & Condition
30	Visual Check Controller Operation And Components
40	Visual Check Overall Machine Room Space/Area
50	Visual Check Governor Operation & Components
60	Visual Check Supervisory/Dispatch System Operation & Components
70	Visual Check Car Top Equipment
80	Ride Unit & Check Ride Quality
90	Visual Check Cab Interior, Components, Fixtures
100	Visual Check Door Operation & Door Safety Device
110	Visual Check Pit & Pit Equipment
120	Visual Check Bottom Of Car Equipment
130	Clean Pit
140	Lube Compensation Sheave & Governor Tail Sheave

Geared Ropes

Seq #	Description
10	Visual Check Hoistmachine, Motor, brake, MG Set & Condition
20	Visual Check Controller Operation And Components
30	Visual Check Overall Machine Room Space/Area
40	Visual Check Governor Operation & Components
50	Visual Check Supervisory/Dispatch System Operation & Components
60	Perform Rope Maintenance Per SEC Rope Maintenance Manuel
70	Visual Check Car Top Equipment
80	Ride Unit & Check Ride Quality
90	Visual Check Cab Interior, Components, Fixtures
100	Visual Check Door Operation & Door Safety Device

Geared Doors

Seq #	Description
10	Visual Check Hoistmachine, Motor, brake, MG Set & Condition
20	Visual Check Controller Operation And Components
30	Visual Check Overall Machine Room Space/Area
40	Visual Check Governor Operation & Condition
50	Visual Check Supervisory/Dispatch System Operation & Components
60	Visual Check Car Top Equipment
70	Clean Car Top
80	Visual Check, Clean, Lube, Car Door & Door Operator Hardware
90	Visual Check, Clean, Lube All Landing Door Hardware
100	Ride Unit & Check Ride Quality
110	Visual Check Cab Interior, Components, Fixtures
120	Visual Check Door Operation & Door Safety Device

Field safety

Our first priority

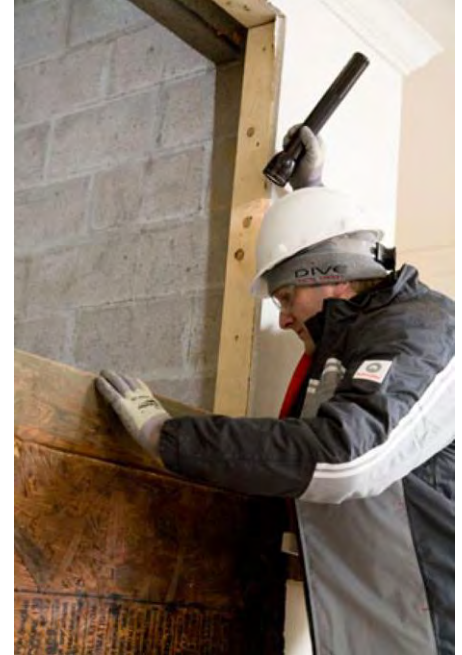


Commitment to quality and safety

Years before Total Quality Management achieved its current popularity, Schindler had already adopted and was fully implementing a formal, company-wide Quality Improvement Process.

Schindler is the first North American elevator company to achieve the internationally recognized quality standards of ISO 9001 certification, and one of the first ISO-certified field service organizations in any industry. Customers can be confident they'll receive consistent quality from Schindler, from design and production to installation and service.

ISO certification is part of Schindler's ongoing Quality Improvement Process instituted more than a decade ago. Customers benefit from efforts toward total, integrated quality: quality that permeates every area of the company, from service technicians to superintendents, sales representatives to office personnel, managers to plant employees.



Overview of Schindler's field safety program

Schindler's Field Safety Program has been developed to provide our customers with the necessary information regarding our efforts to reduce accidents and maintain compliance with applicable safety regulations.

The goals of Schindler's Field Safety Program are to reduce the incidence of workplace injuries and illnesses and maintain compliance with all applicable safety regulations. These goals are carried out through established company safety procedures and employee training. We continuously monitor the success of the Field Safety Program by tracking accident reduction efforts, workers' compensation accident costs, number of accidents, near miss analysis and employee training.

Our most recent statistics show significant trends in safety and quality improvement. From 2007 to 2009, Schindler has reduced its:

- Field operations OSHA recordable incidence rate by 32 percent.
- Lost workday incident rate by 44 percent.
- Workers compensation claims by 36 percent.
- Lost time injury by 51 percent.

In addition, in 2009 we increased our number of safety walks by 114 percent over the stated goal

Schindler maintains safety procedures/programs designed to ensure the success of the Field Safety Program. The following elements are included:

- Guidelines for safe work practices
- Accident reporting and investigation procedures
- OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Electrical)
- Schindler Elevator Corporation safety training programs
- Employee disciplinary procedures
- Substance abuse testing guidelines
- Subcontractor safety and insurance requirements
- Emergency and first aid procedures
- New employee safety orientation
- Fire protection measures
- Personal Protective Equipment (PPE) requirements
- Proper mechanical and manual materials handling
- Fleet safety policies and training
- Guidelines for working in buildings where asbestos may be present
- Schindler maintains written programs for Hazard Communication, Fall Protection, Confined Space, Lockout/Tagout, Respiratory Protection and Scaffolding and other OSHA-required training programs.

Safety training

Schindler maintains an on-going safety training program for all field employees to ensure that all have been trained in the safe execution of their work assignments. This training includes the following:

- Safe work practices
- Recognition and abatement of unsafe conditions
- How to prevent common causes of accidents (i.e., back injuries)
- Hazard Communication/handling of hazardous materials
- Control of electrical hazards
- Proper materials storage and handling

In addition to training received directly from Schindler, all field employees are provided training on safe work practices educational program (National Elevator Industry Education program).

Schindler Elevator Corporation

Non-Discrimination Policy



Commitment to diversity

Schindler Elevator Corporation is committed to acknowledging and valuing employee differences and to creating an environment in which every individual's unique strengths and abilities are developed and valued. Schindler will ensure that no employee's growth, achievement or advancement is altered because of race, ethnicity, gender, age, disability, religion, sexual orientation or family status.

Schindler employees are expected to share in the responsibility for creating this working environment, and to demonstrate mutual respect and acceptance in the work place. At Schindler, we believe that effectively utilizing our employees' uniqueness and backgrounds enhances our company's problem-solving and decision-making ability. Schindler also believes that by recruiting people who are in some ways different from the existing group, and by creating a climate that welcomes and is hospitable to them, the organization's productivity and performance improves.

As part of Schindler's diversity program, Schindler will enhance its longstanding commitment to Minority and Women-owned Business Enterprises (MWBs) by ensuring fair and equal competition for procurement opportunities of quality goods and services as it relates to our overall business strategy.

Equal Employment Opportunity

Schindler Elevator Corporation affords equal employment opportunity to qualified individuals regardless of their race, color, religion, gender, sexual preference, national origin, age, veteran status and physical or mental disability.

Schindler's policy of equal opportunity comprehends all aspects of the employment relationship, including application, initial employment, promotion and transfer, selection for training opportunities, wage and salary administration, and the application of service, retirement, seniority and employee benefit plan policies.

Underlying this policy is the recognition of Schindler that its continued growth and business success depends upon the development and utilization of the full range of the nation's human resources. Schindler Elevator will take affirmative action to ensure that when applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Detailed objectives of this policy, as well as methods for implementation, are documented in the Schindler's Affirmative Action Plan that is developed on a calendar year basis to implement this policy on EEO.

The Site Manager at each Schindler facility has the overall responsibility for the Affirmative Action Plan. The Human Resources Department ensures that the corporate policy is communicated throughout the Schindler. All Schindler managers recognize the importance of the EEO and the Schindler corporate policy and the need to meet the goals of Affirmative Action Planning.

In addition, employees of Schindler are encouraged to contact their Human Resources Manager or Corporate EEO Manager of any concerns they may have relating to affirmative action or equal employment opportunity.

Additionally Schindler has a strict policy to provide employees a work place free from any form of harassment. This policy is outlined in a separate document.

Schindler Environmental Statement

LEED and Waste Management Program



Schindler Elevator Corporation is committed to environmental responsibility.

Schindler Elevator Corporation, the North American operation of the Switzerland-based Schindler Group, has committed itself to conducting its business activities in harmony with society and the environment.

Schindler's US-based facilities have been recognized as leaders in environmental excellence. The Gettysburg, Pennsylvania elevator manufacturing facility has been the recipient of the prestigious Pennsylvania Water Environment Association's Industrial Waste Excellence Award and the Pennsylvania Governor's Award for Environmental Excellence in the Resource Protection category. The company also achieved certification to the internationally recognized Environmental Management System Standard ISO 14001:2004. The certification confirms the company's dedication to continual improvement, compliance of legal and other requirements, pollution prevention, fostering of open communication, training of employees and working with its suppliers for mutually agreed solutions to limit environmental impact.

Schindler products have also been designed to provide eco-friendly options to architects, contractors, building owners and managers. The Schindler 330A™ hydraulic elevator system offers a holeless design solution that completely eliminates the drilling of a jackhole, avoiding the potential for below-ground leaks. The Schindler 400A® traction elevator system features a machine room-less configuration, which consumes less vertical and horizontal space in a building, therefore requiring fewer building materials while consuming up to 30% less energy than traditional geared elevators. The innovative Schindler ID® access control system achieves optimal performance in traffic management and may reduce up-peak elevator traffic up to 30% against conventional group control systems, therefore reducing a building's energy consumption. Schindler ID also uses ACVF (alternating current variable frequency) drives whenever possible. By utilizing this technology, the drives consume less energy and operate cleaner than traditional DC (direct current) elevator drive systems. Where permissible by code, Schindler's 9300® Advanced Edition escalator features the ECO energy-saving packages, which may generate energy savings of up to 20%, by providing soft start/soft stop functionality, stop and go operation when passenger flow is discontinuous and crawling speed and peak current reduction.

Schindler is also proud of its membership in the U.S. Green Building Council (USGBC). As a member, Schindler works to promote sustainable buildings that are environmentally responsible, profitable and healthy places to work and live. Schindler products are a prominent feature in the Hearst Tower in New York, New York's first building to win USGBC's Gold LEED® award, the nationally accepted benchmark for the design, construction and operation of high performance green buildings. The Bank of America Tower in New York City, the first skyscraper to attain the Platinum LEED® award, also features Schindler elevators and escalators.

As new products, practices and procedures are introduced, Schindler continuously looks for ways to improve its manufacturing, installation and maintenance processes while making responsible environmental choices. In its own facilities, Schindler is continually moving forward environmentally, with recycling programs, "cradle to cradle" carpeting in selected offices, and other "green" choices. In addition, Schindler's stationery and brochures are printed with vegetable ink on recycled paper.

MAINTENANCE COMPLETION REPORT FOR THE YEAR 2013

AUSTIN BERGSTROM INT'L AIRPORT Bldg-ID: S827166-01 Contract: 4100054912 AUSTIN BERGSTROM INT'L AIRPORT
3600 PRESIDENTIAL BLVD Equip# : S5852826 Workcenter: M088563
AUSTIN TX 78719-2363 ESC 06 CUSTOMS

Task Desc	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
EXT												
Check unit operation.	.*			.*			.*			.*		
Visual check handrail.			.*	.*		.*		.*		.*	.*	
Visual check combplates & combteeth, step lighting.			.*	.*		.*		.*		.*	.*	
Visual check steps.			.*	.*		.*		.*		.*	.*	
Visual check balustrades & skirts.			.*	.*		.*		.*		.*	.*	
Visual check ride quality & overall operation.			.*	.*		.*		.*		.*	.*	
Check step to step & step to skirt clearances.			.*	.*		.*		.*		.*	.*	
Silicone skirts, if applicable.			.*	.*		.*		.*		.*	.*	
Erect barricades & prepare to open unit.				.*						.*		
Visual check of parts & lubricants kept on site.										.*		
INT												
Lube all chains. Check step & training rollers.										.*		
Visual check step chain & handrail drive tension.				.*						.*		
Visual check machine, machine oil, motor, motor bearings. Clean as nee				.*						.*		
Lube bull gear, jack shaft, motor bearings.				.*								
Clean handrail track.				.*								
Clean upper head.				.*								
Clean lower head.										.*		
Check all safety switches. Check & lube upthrust tracks.				.*								
Visual check controller, starter contacts, wiring connections, etc.				.*								
Visual check, clean, lube service & emergency brakes.										.*		

SAMPLE

11/22/2013

Function Location Site History Report - ZRSMPHIS

V3.1.1

1.

Office: 5510		FuncLoc:				Contract:					
Notification Entered	Notif.No.	Prty:	Status	MAC	Desired Date Time	Disp. Date Arriv.Date	Time	Equipment B I S Date	Equip.Description Time	Depart Date	Time
05/06/2013 15:29:51	39695441	3	NOTIFICATION CLOSED OUT		05/06/2013 14:29:51	05/06/2013 14:33:09		S5204148	ESC 03 MAIN		
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363			
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/06/2013 16:32:53		05/06/2013 17:40:41	05/06/2013 17:40:41		
	Caller	:	STEVEN SCOTT	**NO ETA** @ 5125302242							
	Problem	:	(B92-ZC2)	ESC 03 MAIN-OOS-NT RSPNDNG-WNT RESET-DISPLAYNG ERROR MSG 10							
				PER NOTES NO ETA							
	Comment	:	Reported Date/Time -> 05/06/2013 14:29:51								
	Long Text	:	REST UPPER COMBPLATE SWITCHS REMOVE SCREW FROM STEP THREAD								
05/15/2013 17:24:56	39792553	3	NOTIFICATION CLOSED OUT		05/15/2013 16:24:56	05/15/2013 16:27:39		S5215120	ESC 02 MAIN		
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363			
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/15/2013 16:46:38		05/15/2013 18:00:39	05/15/2013 18:00:39		
	Caller	:	JOSE RAMOS	ETA @ 5125302242							
	Problem	:	(B09-ZC2)	ESC 2 MAIN/ INSVC/ MKNG LOUD NOISES/ TEETH MISSING OR BROKEN							
				SRVC TODAY							
	Comment	:	Reported Date/Time -> 05/15/2013 16:24:56								
	Long Text	:	REMOVED SCREWS FROM COMB SEGMENT								
05/31/2013 17:23:37	39958525	3	NOTIFICATION CLOSED OUT		05/31/2013 16:23:37	05/31/2013 16:25:30		S5852826	ESC 06 CUSTOMS		
	FuncLoc	:	S827166-01	AUSTIN BERGSTROM INT'L AI	3600 PRESIDENTIAL BLVD			AUSTIN TX 78719-2363			
	FieldTech	:	(00213007)	EDWARD WISNIEWSKI		05/31/2013 17:25:04		05/31/2013 19:23:15	05/31/2013 19:23:15		
	Caller	:	JOSE RAMOS	**ETA** @ 5125302242							
	Problem	:	(B95-ZC1)	ESC 06: OOS/ WONT RESTART							
				GV CUST NICK ETA ASAP							
	Comment	:	Reported Date/Time -> 05/31/2013 16:23:37								
	Long Text	:	NO POWER TO UNIT POWER RESET CHKED MOTOR OK RESET CHAIN SWISCH								

SAMPLE



Service Excellence

A revolutionary approach
to elevator and escalator service



Schindler