



FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date of Award: January 13, 2017

Contract Number: 13006

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office

Location: 600 Park Street, Hays, KS 67601

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2017 through January 31, 2018 Final Renewal.

Scope: This Contract shall cover the procurement of Elevator Maintenance services for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: Otis Elevator Company
1100 W. Cambridge Park Circle Dr. Suite 100
Kansas City, KS 66103
Contact Person: Kirsten Bureman
Email: Kirsten.Bureman@otis.com
Cell: 913-229-0451
Fax: 913-621-8801
Service Calls: 800-233-6847

Conditions:

Change of Contractor contact to Kirsten Bureman

Upcoming changes in elevators include the following:

Hansen Scholarship Hall will have one (1) elevator to bring online August 1, 2017.

Wiest Hall will have two (2) elevators that will be taken offline when it is razed September/October 2017.

Davis Hall will have one (1) elevator that will be taken off when it is razed September/October 2017.

Revised Contract Prices for Year 5 from 2/1/2017 to 1/31/18:

Group 1 (Academic)	\$12,495.00 (prorate Davis Hall as of September/October 2017)
Group 2 (Academic)	\$10,521.72
Group 2a (Sternberg)	\$ 2,514.60
Group 3 (McMindes)	\$14,558.29
Group 3 (Wiest)	\$ 7,279.12 (prorate Wiest as of September/October 2017)
Group 3 (Agnew)	\$ 1,257.34
Group 3 (Heather)	\$ 1,217.73
Group 3 (Hansen Scholarship Hall)	\$ 570.00 (prorate starting August 2017 \$95 X 6)
Group 4 (Memorial Union)	\$ 6,154.08
Group 5 (Robbins Center)	<u>\$ 1,257.24</u>
TOTAL	\$57,825.12



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ADDENDUM

May 22, 2015

Addendum Number: 4

Contract Number: 13006

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office
 Location: 600 Park Street, Hays, KS 67601
 Telephone: 785-628-4251
 E-Mail Address: purchasing@fhsu.edu
 Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Contractors: Otis Elevator Company
 1100 West Cambridge Circle Drive Suite 100
 Kansas City, KS 66103
 Contact Person: Greg Gorman
 Email: Gregory.Gorman@otis.com
 Office Phone: 913-621-8819
 Service Calls: 800-233-6847
 Mobile: 913-238-5953
 Fax: 860-660-6886

Conditions:

- The Center for Networked Learning building was renamed to Hammond Hall. Hammond Hall **hydraulic elevator (two levels)** went on-line July 13, 2014 with one (1) year warranty. This elevator will be added as of July 1, 2015 for seven (7) months until January 31, 2016 @ \$95.00/month for a total of \$665: **Otis Model #HYD-617573, Controller #GCSHH, Serial #10870814**

- Revised Contract Year 3 Total from 02/1/15 to 01/31/16:**

Group 1 (Academic)	\$10,938.36	
Group 1 (Hammond Hall)	\$ 665.00	(effective 07/01/15 – 01/31/16)
Group 2 (Academic)	\$10,170.84	
Group 2a (Sternberg)	\$ 2,430.72	
Group 3 (McMindes)	\$14,072.74	
Group 3 (Wiest)	\$ 7,036.37	
Group 3 (Agnew)	\$ 1,215.41	
Group 3 (Heather)	\$ 1,177.12	
Group 4 (Memorial Union)	\$ 5,948.88	
Group 5 (Robbins Center)	<u>\$ 1,215.36</u>	
TOTAL	\$54,870.80	



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ADDENDUM

June 18, 2014

Addendum Number: 3 – Amended 10/17/14

Contract Number: 13006

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office
Location: 600 Park Street, Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Contractors: Otis Elevator Company
1100 West Cambridge Circle Drive Suite 100
Kansas City, KS 66103
Contact Person: Greg Gorman
Email: Gregory.Gorman@otis.com
Office Phone: 913-621-8819
Service Calls: 800-233-6847
Mobile: 913-238-5953
Fax: 860-660-6886

Conditions:

- Change contact person to Greg Gorman, Email: Gregory.Gorman@otis.com
- Heather Hall hydraulic elevator (two levels) went on-line on August 2013 with one (1) year warranty. This is added as of August 2014 for six (6) months until January 31, 2015 @ ~~\$283.94~~ \$95.00/month: Thyssen Krupp Model #EP7020A, Serial #EBR901, File LR14538
- Group 5 name changed from Foundation to the Robbins Center.

• **Revised Contract Year 2 Total from 2/1/14 to 1/31/15:**

Group 1 (Academic)	\$10,593.36
Group 2 (Academic)	\$ 9,850.08
Group 2a (Sternberg)	\$ 2,354.04
Group 3 (McMindes)	\$13,628.96
Group 3 (Wiest)	\$ 6,814.48
Group 3 (Agnew)	\$ 1,177.08
Group 3 (Heather)	\$ 570.00
Group 4 (Memorial Union)	\$ 5,761.32
Group 5 (Robbins Center)	\$ 1,177.08
TOTAL	\$51,926.40



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ADDENDUM

March 26, 2013

Addendum Number: 2

Contract Number: 13006

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office
 Location: 600 Park Street, Hays, KS 67601
 Telephone: 785-628-4251
 E-Mail Address: purchasing@fhsu.edu
 Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Contractors: Otis Elevator Company
 3979 N. Woodlawn Court, Suite 1
 Wichita, KS 67220
 Contact Person: Trey Steber
 Email: trey.steber@otis.com
 Office Phone: 316-682-2550
 Service Calls: 800-233-6847
 Mobile: 205-365-2525
 Fax: 860-660-2425

Conditions:

The traction elevator in the Memorial Union is being changed to a monthly schedule at a rate of \$275 instead of semi-monthly at \$145. The annual total is \$5,580.

GROUP IV—Memorial Union

	Bi-Monthly	Monthly
24625 Memorial Union Dover E-30437, Hydraulic	\$ 95	
24626 Memorial Union Montgomery CT-52744, Traction		\$ 275
24627 Memorial Union Otis, 483803, Hydraulic	\$ 95	
Per Month Total Group IV	\$ 190	\$ 275
Annual Subtotal Group IV	\$2,280	\$3,300
Annual Group IV	\$5,580	

Revised Contract Year 1 Total from 02/01/13 to 01/31/14:

Group 1 (Academic)	\$10,260
Group 2 (Academic)	9,540
Group 2a (Sternberg)	2,280
Group 3 (Residential Life)	13,200
Group 3 (McMindes)	2,750 (2 McMindes elevators/\$275 per month from September 2013 to January 2014)
Group 3 (Agnew)	570 (1 Agnew elevator/\$95 per month from August 2013 to January 2014)
Group 4 (Memorial Union)	5,580
Group 5 (Robbins Center)	1,140
Total	\$45,320



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ADDENDUM

February 27, 2013

Addendum Number: 1

Contract Number: 13006

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office

Location: 600 Park Street, Hays, KS 67601

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Contractors: Otis Elevator Company
3979 N. Woodlawn Court, Suite 1
Wichita, KS 67220
Contact Person: Trey Steber
Email: trey.steber@otis.com
Office Phone: 316-682-2550
Service Calls: 800-233-6847
Mobile: 205-365-2525
Fax: 860-660-2425

Conditions:

The following elevators will be added to **Group III – Resident Life (Option 1)**:

- On 8/1/2013 Agnew elevator TAC20 Hydraulic will be added to the contract at an additional cost of **\$95.00/- monthly**.
- On 9/1/2013 two McMindes elevators (F38777 and F38778) will be added at an additional cost of \$275.00/month/unit or \$550.00/month for both.



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CONTRACT AWARD

Date of Award: January 25, 2013

Contract Number: 13006

Replaces Contract: 08013

Item: Elevator Maintenance

Agency: Fort Hays State University Purchasing Office

Location: 600 Park Street, Hays, KS 67601

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing/contracts>

Term of Contract: February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Scope: This Contract shall cover the procurement of Elevator Maintenance services for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: Otis Elevator Company
3979 N. Woodlawn Court, Suite 1
Wichita, KS 67220
Contact Person: Trey Steber
Email: trey.steber@otis.com
Office Phone: 316-682-2550
Service Calls: 800-233-6847
Mobile: 205-365-2525
Fax: 860-660-2425

Prices: See Attached

Payment Terms: Net 30

Procurement Cards: Fort Hays State University may use a P-Card for purchases from this contract.

Political Subdivisions: Pricing is **not** available to the political subdivisions of the State of Kansas.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website: <http://www.fhsu.edu/purchasing/contracts>

CONDITIONS

Term of Contract: The term of this contract is from February 1, 2013 through January 31, 2016 with the option to renew for two (2) additional one (1) year renewal periods as agreed by both parties.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.

Order of Preference: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This FHSU Contract Award #13006 and attachments;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Termination for Cause: The FHSU Purchasing Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The FHSU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as FHSU may authorize in writing), the FHSU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of FHSU. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Fort Hays State University
Purchasing Office
601 Park Street Sheridan Hall Rm 318
Hays, KS 67601

or to any other persons or addresses as may be designated by notice from one party to the other.

Price Adjustments: On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

Payment: Payments to the Contractor will be made by Fort Hays State University, upon submission of properly certified and detailed invoices.

Fort Hays State University may use a P-Card for purchases from this contract. Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Fort Hays State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Fort Hays State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and Fort Hays State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall be made on an annual basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

Proof of Insurance: The vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:

- (a) Worker's Compensation with statutory limits;
- (b) Employers Liability, with a \$1,000,000 limit of liability per occurrence;
- (c) Commercial General Liability, including Contractual Liability coverage, with the following limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$2,000,000 General Aggregate; and
- (d) Contractor shall provide a OCP (Owner's and Contractor's Protective Liability Policy) with a limit of \$2,000,000.

Debarment of University Contractors: Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this RFP may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

Rights and Remedies: If this contract is terminated, FHSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to FHSU in the manner and to the extent directed, any completed materials. FHSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by FHSU subject to any offset by FHSU for actual damages including loss of state or federal matching funds.

The rights and remedies of FHSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of government, theft, weather, acts of nature, manmade disasters, civil commotion, mischief fires, tornadoes, quarantine, lockouts, labor disputes, strikes other than by Contractor's employees, and freight embargoes, acts of God, etc.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by FHSU shall not constitute a waiver.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

Subcontractors: The Contractor shall be the sole source of contact for the contract. FHSU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the FHSU and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any FHSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with FHSU.

Confidentiality: The Contractor may have access to private or confidential data maintained by FHSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by FHSU promptly at the request of FHSU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by FHSU, will destroy or render it unreadable.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify FHSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

FHSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the FHSU's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse FHSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any FHSU employee at any time.

Retention of Records: Unless FHSU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract. Contractor agrees, upon reasonable request, to substantiate that its' billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to FHSU on a time and material basis or to the extent required by law.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of FHSU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to FHSU.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to FHSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and FHSU relating to the particular products or services purchased or acquired by FHSU pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Hays, Ellis County, Kansas, unless otherwise specified and agreed upon by FHSU.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County, unless otherwise specified and agreed upon by FHSU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

Criminal Or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

Injunctions: Should FHSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if said issue is due to imperfection in material, design, workmanship or contractor fault.

The Contractor's warranty is limited to the repair or replacement of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to the Contractor during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Federal, State and Local Taxes: Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. **FHSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Accounts Receivable Set-Off Program: During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas to the extent required by law. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas to the extent required by law. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

Definitions: A glossary of common procurement terms used by the State of Kansas is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor. The usual method of verification is through the Employment Verification (I-9) form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the University's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to FHSU any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

Indefinite Quantity Contract: This Request is for an open-ended contract between a vendor and FHSU to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

HIPAA Confidentiality: Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

Off-Shore Sourcing: Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the FHSU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

On-Site Inspection: Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to FHSU any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.

Upgrades: Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

Shipping and F.O.B. Point: Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to FHSU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Deliveries: All orders shall be shipped FOB destination, prepaid and allowed, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the Fort Hays State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the FHSU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.

Charge Back Clause: If the contractor fails to deliver the product within the delivery time quoted on the contract, FHSU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

Subcontractors: Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.

The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required.

Equipment: All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.

Implied Requirements: All products and services not specifically mentioned in RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.

Warranty: Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. FHSU requires a “standard” warranty of a specific amount of days, or one (1) year, whichever is greater. This warranty shall be included in the cost of the equipment.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

The Contractor's warranty is limited to the repair or replacement of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to the Contractor during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others.

Acceptance: No contract provision or use of items by FHSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by FHSU. The Contractor may not release any materials without the written approval of FHSU.

Software Code and Intellectual Property Rights: As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.

The Contractor shall provide its maintenance personnel with the appropriate (as determined by the Contractor in its sole discretion) tools to enable the Contractor to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of the Contractor and nothing in this Agreement shall be construed to obligate the Contractor to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment (“Otis Peripherals”) which we may use or install to deliver service under this Contract remains our property, solely for the use of the Contractor's employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

Data: Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by FHSU.

Inspection: FHSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of this RFP.

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Vendor Contracts: Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to FHSU to allow for a functional transition to another vendor.

Specifications

I. SCOPE

The work performed by the contractor shall consist of furnishing all materials, labor, supervision, tools, parts and equipment necessary to provide full maintenance services, including but not limited to, cleaning, inspection, adjustments, tests, parts replacement, and repairs necessary to maintain the elevators specified in this contract in continuous use at their established capacity and efficiency for their intended purpose. Elevators shall be maintained in the best operating condition that enables them to match their initial performance ability. All maintenance, adjustments, modifications, and other repairs must be performed as outlined, required and/or recommended by the American Practice for the Inspection of Elevators, Inspector's Manual, ANSI/ASME A17.2, Safety Code for Existing Elevators and Escalators, ANSI/ASME A17.3, and in the latest addition of the American National Standard code for elevators and escalators, ASME A17.1, including all latest revisions and addenda, hereinafter referred to as ANSI/ASME A17.1.2.3. The upgrading of equipment to meet changes in code requirements is not within the scope of this specification.

II. EXTENT OF WORK

The work described under the following paragraphs shall be performed by the Contractor and unless otherwise specified, applies to all parts of the elevators listed, including but not limited to the following:

- a. Elevator machines, motor generator and control parts including mechanical parts, gears, worms, bearings, thrust bearings, brake, brake linings, magnetic frames, coil, motor and operating circuit resistors, leveling devices, cams, door operators, car and hoist way door hangers, car door contacts and door protective devices, elevator car guide rollers, signal lamps, fandoliers, hoisting, compensating and governor ropes and all wiring within the elevator shafts, where included as part of the elevator installation, on the effective date of this contract.
- b. Regular and systematic examination, adjustments, cleaning and lubrication of such frequency as to provide most efficient and safe operations. All cleaning materials, paint, cotton waste, lubricants, etc, are to be supplied by the Contractor. All lubricants shall be of the proper grade and type recommended by the manufacturer of the elevator for the purpose used.
- c. Repairing and replacing of all parts of every description made necessary by wear and tear.
- d. Testing of all safety devices and governors, as required by the latest edition, American Standard Safety Code for Elevators, Dumbwaiters and Escalators, and at regular intervals not exceeding One (1) Year. The Contractor shall promptly correct any defects that may be found in the testing and examining of the Safety Devices. The report will list the condition of all Equipment Covered By This Contract; the test shall be conducted according to ANSI 17.7.
- e. Examining and Equalizing tension of all hoisting ropes. Repairing and/or replacing all electrical wiring and conductors extending to the elevator from the mainline switch in the machine room and all outlets in the hoist ways. The main line switch, together with fuses for same, is EXCLUDED.
- f. Keeping the guide rails clean and properly lubricated, except when roller type guides or dry gibs are involved, in which latter case no rail lubrication shall be used. When necessary, the Contractor shall renew the guide shoe gibs or rollers as required to insure smooth and quiet operation.
- g. The Contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the Contractor, or the Contractor's Representatives and Employees, or by reasons of any other cause beyond the control of the Contractor, except normal and ordinary wear and tear. The Contractor shall notify the Physical Plant Co-Director at Fort Hays State University / Appointee, IMMEDIATELY if repairs are required which are not covered as a part of this contract. The Contractor shall not be required, under this agreement, to install new attachments as may be recommended or directed by Insurance Companies, or by Federal, State, Municipal or Other Government Authorities.

- h. Preparation and forwarding of reports; maintenance or complete record; coordination of work; cleaning; lubricating; testing; adjusting; maintaining; repairing; furnishing and replacement of parts, including spares; furnishing of all apparatuses for testing; all as outlined, required and/or recommended in the American Practice for the Inspection of Elevators, Inspector's Manual, ASA-A17.2-1965 and in the latest edition of the American Standard Safety Code for Elevators, Dumbwaiters and Escalators, including all latest revisions and addendums, and all as herein specified.
- i. **Items Not Covered by Contract:** Contractor is not required to cover cosmetic, construction, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack out casing, buried piping, alignment of elevator guide rails (except for minor adjustment), smoke and fire sensors, fire service reports, communication devices, security systems not installed by contractor, batteries for emergency lighting, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in the agreement.

Contractor is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Contractors will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Contractor, or instructions or warnings in connection with use by passengers.

- j. **Other Conditions:** With the passage of time, equipment technology and designs will change. Contractor is not being required to make any changes or recommendations in the existing design or function of the unit(s). Contractor shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond contractor control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be FHSU's obligation to replace the obsolete or outmoded component at the FHSU's expense. Contractor will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

- k. **Definitions:**

Obsolete Equipment: This pertains mainly to old elevators or elevator manufacturers that are no longer in business. The most common obsolete part is a hydraulic control valve from a manufacturer that is no longer in business and it would require more modifications than just a direct replacement. Or a part is specially manufactured (like a drive sheave for a traction elevator or dumbwaiter). The intent is to maintain the existing equipment, not to modernize the elevators.

Load Safety Tests: Annual load safety tests for hydraulic and traction units should be included in the maintenance agreement at no charge. The tests performed should not disrupt passenger use for more than one hour. The five (5) year full load tests for traction units are also included at no charge.

NOTE: The University needs to add safety round metal handrails around the hoist machines decks for McMIndes Hall and a safety ladder going up to machine deck for the Montgomery Traction in Memorial Union. FHSU is aware of these safety deficiencies and plans to address these issues.

Callbacks are defined as minor adjustments, emergency entrapments, or off-contract repair and maintenance. Callbacks outside of normal business hours, contractor will absorb the worked hours as

straight time rates and FHSU will be charged for the overtime premium portion only. If there are callbacks including travel, the contractor will charge the allowable round trip charge from the location they are responding from. If the location is Hays, KS, there will not be a charge. If the location is outside of Hays, there will be a charge for the travel time.

Allowable round trip charge is defined as travel time within 24 hours for one mechanic/ journeyman during regular business hours. Some factors for an increased amount are if a team (mechanic and helper) are deployed or if work is to be performed after regular business hours. The pricing for off-contract repair and maintenance does not include parts but does include all allowable round trip charge.

I. Occupational Health and Safety:

Contractor agrees to abide by Customer's Safety Policy as long as said policy is not in conflict with Contractor's Safety Policy. Contractor agrees to accept liability for the cost of penalties incurred by FHSU pursuant to governing Occupational Health & Safety acts that result from Contractor's acts or omissions on the condition that the cost of any similar penalties imposed on Contractor because of FHSU acts or omissions or anyone employed by FHSU shall be borne by FHSU.

m. Searched and Tests:

Contractor supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, Contractor cannot agree to authorize any party to search Contractor's employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of Contractor's employees that is contrary to the maintenance of a safe, healthy and productive workplace.

n. Safe Access:

FHSU agrees to provide Contractor with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and excessive debris.

III. MANNER AND TIME OF CONDUCTING WORK

All work shall be performed by skilled, competent, elevator mechanics directly employed and supervised by the contractor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used, provided that they are under the direct supervision of a skilled elevator mechanic at all times. All maintenance will be completed in a timely manner.

Fort Hays State University reserves the right to:

- Approve the elevator mechanic assigned to fulfill the contract.
- Request replacement of assigned elevator mechanic for cause.
- Approve the replacement elevator mechanic.

IV. COSTS FOR WORK NOT COVERED UNDER THE MAINTENANCE CONTRACT

Minor repairs or modifications of elevator equipment which are not covered by the maintenance contract are authorized to be accomplished by the contract vendor only upon the issuance of a purchase order by the Physical Plant Co-Director or designee. Such work shall be accomplished at rates relative to contracted rates. Repairs above \$10,000.00 per transaction require Fort Hays State University prior approval.

Major repairs or modifications are not included in this contract.

NOTE: Under no circumstances are any services or repairs to be made that would result in charges in excess of the stated contract fee without express and written consent of the Physical Plant Co-Director or designee. All invoices, worksheets, and any other correspondence in reference to this contract must always show the contract number and, when applicable, the purchase order number.

- a. There shall be no mileage charge and no per diem charge (unless necessitated by the length of time necessary to complete the service work being performed) for off-contract work performed by the employees of the Contractor when said employees perform said work during a time when they are already present on the University campus to perform regular inspection/service work as provided by this Contract.
- b. When maintenance or service work is to be scheduled requiring down time for the equipment, prior advice of such schedule shall be provided to Ken Jacobs, Physical Plant Co-Director at Fort Hays State University to allow sufficient notification to departments or functions which will be affected. On-site response must be made within 24 (twenty-four) hours after notification unless otherwise agreed to by the university. The Contractor shall provide a telephone number to be answered on a 24 (twenty-four) hour basis.

V. MAINTENANCE AGREEMENT

The Contractor shall provide regular and systematic examination and preventive maintenance service, making examinations as established by this Contract, at which time the Contractor shall determine the nature and extent of any existing or potential trouble and shall take the necessary action and precautions to restore the elevators to satisfactory and safe service and by using preventive maintenance methods, furnish and install parts prior to their breakdown point where possible, all as necessary to keep the elevators in the best possible running order at all times.

- a. Materials to be used shall be genuine manufacturer's parts and lubricants designed for the elevators being serviced and shall satisfy all specifications and requirements as are required for genuine parts made by said manufacturer.
- b. The Contractor shall also maintain the efficiency, safety and speeds specified when the elevators were originally installed and as designed by the manufacturer of the equipment at all times, including acceleration, retardation, contact speed in feet per minute, with or without full load, and floor-to-floor opening and closing time.
- c. The Contractor shall repair or replace conductor cables as necessary to maintain them in good and safe operating condition.
- d. The Contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.
- e. The Contractor shall keep elevator equipment rooms and elevator machinery in clean condition and free of waste materials at all times. Clean elevator hatchways, rails, car tops, door tracks, elevator shaft pits, etc., semi-annually or more often if necessary.
- f. The Contractor shall report to those designated in Groups I, II, III, IV, and V each day prior to performing any work specified in this agreement and then at the end of the work day to provide current status of the elevators. The Contractor shall provide and keep current and approved charts posted in the Systems Shop on which entries shall be made to indicate the status of all servicing and maintenance work performed, and shall indicate the date work was performed and the type of work which was performed.

The Contractor shall notify those designated in Groups I, II, III, IV, and V upon reporting to the job and shall keep the Supervisor notified of the current location of the Contractor's Repair Technicians located on the campus of Fort Hays State University.

Groups I and II (Academic Buildings except Sternberg Museum)

Ken Jacobs, Co-Director of Physical Plant, Phone: 785-650-3179, Email: kjacobs@fhsu.edu

Group II (Sternberg Museum)

James Helget, Sternberg Museum Maintenance, Phone: 785-623-0352, Email: jhelget@fhsu.edu

Group III (Residential Life)

Delvin Bader, Facilities Supervisor, Phone: 785-259-4303, Email: d_bader@fhsu.edu

Group IV (Memorial Union)

David Storer, Maintenance Services, Phone: 785-623-7910, Email: ddstorer@fhsu.edu

Group V (Robbins Center)

Charlie Dreiling, Maintenance Services, Phone: 785-259-8078 (after 2:30 p.m.), Email: cddreiling2@fhsu.edu

Francine Hestermann, Chief Financial Officer, Phone: 785-628-5622, Email: fhesterm@fhsu.edu

VI. INSPECTION AGREEMENT

- a. The Contractor shall inspect and renew all hoisting ropes, compensating ropes, and governor ropes as often as necessary to: Maintain an adequate factor of Safety and not less than 90 (ninety) percent of the designed rope strength at all times and not to exceed the values or conditions in table 103.4 (1) and 103.4 (2) Section 103.4 of ANSI/ASME A17.2 current edition of the Inspector's Manual for number of broken wires, corrosion, rust, wear and reduced diameter of cables. Replacement ropes shall meet all code requirements (ANSI/ASME A17.1) and be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer. The ropes shall not exceed forty (40) broken wires in any linear foot rope.
- b. The Contractor shall make certain all electrical and mechanical equipment is examined, lubricated, adjusted and repaired or replaced as necessary.
- c. The Contractor shall check all call lamps and indicator lamps at not less than sixty (60) day intervals and make replacements as required and necessary.
- d. The Contractor shall report to those designated in Groups I, II, III, IV, and V (referenced above) each day prior to performing any work specified in this agreement and then at the end of the work day to provide current status of the elevators. The Contractor shall provide and keep current and approved charts posted in the Systems Shop on which entries shall be made to indicate the status of all servicing and maintenance work performed, and shall indicate the date work was performed and the type of work which was performed.
- e. The Contractor shall notify those designated in Groups I, II, III, IV, and V (referenced above) upon reporting to the job and shall keep the Supervisor notified of the current location of the Contractor's Repair Technicians located on the campus of Fort Hays State University.

VII. PARTS

- a. Parts materials increases will be based on the Producers Price Index Section 3534-3 titled Parts and attachments for Elevators and Moving Stairways.
- b. All parts replaced by the Contractor shall be removed from the premises and disposed of by the Contractor at the Contractor's own expense.

VIII. INSPECTION AND TEST REPORTS

The Contractor shall conduct annual inspections, tests, and reports on all items specifically noted in Paragraph 13, titled "Preventive Maintenance, Repairs, Replacement", all as required and outlined in the codes and as herein specified. Tests shall be made as follows: Test to be as required by the latest edition "American Standard Safety Code for Elevators Dumbwaiters and Escalators". Testing needs to be scheduled as agreeable to the university, based on the university's academic calendar. The report will list the condition of all Equipment Covered By This Contract; the test shall be conducted according to ANSI 17.7. In the event that the Contractor fails to provide this report in the time frame prescribed, the Physical Plant Co-Director of Fort Hays State University / Appointee will hire an outside Contractor to provide the report and test; for which the successful bidder will assume any and all responsibility.

The Contractor also agrees to perform the following:

- a. Safety devices on all elevators shall be regularly examined upon the requested timeframe. All safety devices and governors shall be tested as required by the latest edition of "American Standard Safety Code for Elevators, Dumbwaiters, and Escalators" in accordance with section (10)e. The Contractor shall promptly correct any defect that may be found in testing and examining the safety devices. The Contractor shall immediately notify, by letter, the Physical Plant Co-Director / Appointee, FHSU, Hays, KS 67601, the date and time of tests and adjustments of governors and safety devices on each car covered by this contract.
- b. Governors shall be calibrated on all elevators having a speed of 200 FPM or greater with a tachometer, by disconnecting the governor cable from the sheave and spinning the governor by mechanical means. RE-adjust governor if tripping speed varies more than ten (10) percent either way from the rated tripping speed. Seal governor after completion of this operation.
- c. All first examination, inspections, tests and reports as defined in these specifications, shall be conducted by the Contractor within one (1) month after award of the contract.
- d. Joint inspections shall be made semi-annually by the Contractor and the Physical Plant Co-Director at Fort Hays State University / Appointee for the determination of defects in general maintenance, equipment, housekeeping, etc.
- e. The Contractor shall deliver semi-annual reports in writing of the General Condition of the elevator equipment covered by this specification, as indicated from the joint inspections. The reports shall include Contractor's recommendations regarding any point of service or repair NOT specifically covered by these specifications and which good commercial practice dictates should be called to the attention of the Physical Plant Co-Director at Fort Hays State University / Appointee.
- f. Upon completion of each semi-annual inspection, the Contractor shall obtain the signature of the Physical Plant Co-Director at Fort Hays State University / Appointee or the designated representative named by the Co-Director, on a statement, showing that the inspection has been performed as specified.

IX. RECORDS

The Contractor shall maintain a complete, neat, orderly chronological file, including drawings, parts lists, specifications, and copies of all reports as required by these specifications. These files shall be available for inspection by Fort Hays State University and a copy forwarded immediately upon the requested timeframe to the appropriate appointee listed below.

Each inspection, regardless of frequency, shall be documented by the Contractor with a Report sent to the following:

Groups I and II (Academic Buildings)

Ken Jacobs, Co-Director of Physical Plant

Group III (Residential Life)

Delvin Bader, Facilities Supervisor

Group IV (Memorial Union)

David Storer, Maintenance Services

Group V (Robbins Center)

Francine Hestermann, Chief Financial Officer

X. PERFORMANCE VERIFICATION AND GUARANTY

The Physical Plant Co-Director of Fort Hays State University / Appointee reserves the right to make any and all inspections and/or tests as deemed necessary, advisable or prudent, to ascertain that the requirements of these contract specifications are being fulfilled. The Physical Plant Co-Director of Fort Hays State University / Appointee may request such inspections and/or other tests to be performed by an

Elevator Company other than the Contractor. Should it be determined, based upon the information obtained from these inspections and/or tests that the standards herein specified are not being satisfactorily maintained and adhered to, the Physical Plant Co-Director of Fort Hays State University / Appointee, may immediately demand verbally, with confirmation in writing, that the Contractor place the elevators in proper and safe conditions to meet these specifications and requirements. If the Contractor fails to comply with such demands within three (3) calendar days of the date of written confirmation of such demand, the Physical Plant Co-Director of Fort Hays State University / Appointee may give written notice to the Contractor to terminate the Contractor's Rights to proceed further with the work. In such event, the Physical Plant Co-Director of Fort Hays State University / Appointee may take over the work and prosecute it to completion, by contract or otherwise, and the defaulting Contractor and the Contractor's Sureties shall be liable to Fort Hays State University for any and all damages and costs incurred.

XI. INSURANCE RESPONSIBILITY AND LIABILITY

The contractor's interest in all property herein described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find Fort Hays State University or employees responsible for loss or damage to personal or other property; not to hold contractor harmless from any such occurrences. Contractor shall possess Worker's Compensation Insurance in the amount required by law.

The Contractor shall furnish evidence of Insurance showing responsibility in event of judgments caused by the Contractor's negligence or omission (\$100,000 each claim, \$300,000 maximum or more). The Contractor further agrees to indemnify and save harmless the Fort Hays State University, and any Directors, Officers, Employees, Agents, Representatives and/or Servants of the Fort Hays State University, from any losses due to personal injury or property damage brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any negligent acts of the Contractor, the Contractor's Servants, Employees or Agents.

XII. PAYMENTS TO THE CONTRACTOR

Payments to the Contractor will be made by Fort Hays State University, upon submission of properly certified and detailed invoices. Mail invoices to Groups as indicated:

Groups I, II, and III

FHSU Physical Plant
Attn: Cheryl Schmeidler
600 Park Street
Hays, KS 67601

Group IV

FHSU Memorial Union
Attn: Rhonda Tutak
600 Park Street
Hays, KS 67601

Group V

FHSU Robbins Center
Attn: Francine Hestermann
P.O. Box 1060
Hays, KS 67601.

Invoices shall be detailed to the satisfaction of the University, including but not limited to a separate line entry for each of the following: labor (hours, by individual employee), parts (each part individually); and mileage. If necessary, at the commencement or termination of the contract, payment will be made to the Contractor for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charges for each day of service rendered. In the event that any elevators are not operational when this contract commences, the Contractor shall deduct the fee for those units not in operation from the monthly charges. The fee for each individual unit shall begin as each one of the units becomes operational during the contract period.

If necessary, at the commencement or termination of the contract, payment will be made to the Contractor for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charges for each day of service rendered.

In the event that any elevators are not operational when this contract commences, the Contractor shall deduct the fee for those units not in operation from the monthly charges. The fee for each individual unit shall begin as each one of the units becomes operational during the contract period.

PRICING – Revised 10/17/14

The University reserves the right to require that the Contractor provide regular inspection/service as described in this Contract at different time frequencies for different groups. Each group may choose to select the Base: Bi-Monthly/1 (one) visit every two (2) months; Option 1: monthly/one visit per month; or Option 2: Semi-Monthly/one (1) visit every two (2) weeks. All options will remain in the contract for possible use during the contract period. Fort Hays State University agrees to give the contractor thirty (30) days notice if a change in option is desired. Service to Groups I, II, IV, and V are provided on alternate months (Base), and service to Group III is monthly (Option 1).

A. PRICING FOR INSPECTION (beginning rates in bold):

<u>ID #</u>	<u>Building</u>	<u>Mfg./Model</u>	<u>Levels</u>	<u>BASE:</u> Price Per Bi-Monthly (1 Visit Every 2 Months) Without Travel	<u>OPTION I:</u> Price Per Monthly (1 Visit Per Month) Without Travel	<u>OPTION II:</u> Price Per Semi-Monthly (1 Visit Every 2 Weeks) Without Travel
<u>GROUP I—Academic Buildings (Base)</u>						
24601	Albertson	Montgomery CP95876, Hydraulic	3	\$ 95	\$ 150	\$ 250
24602	Albertson	Montgomery CP35808, Hydraulic	4	\$ 95	\$ 150	\$ 250
24603	Forsyth Library	Thyssen Krupp EP12525, Hydraulic	3	\$ 95	\$ 150	\$ 250
24604	Malloy, Frt	Otis 208, Hydraulic	3	\$ 95	\$ 150	\$ 250
24605	McCartney	Dover, Hydraulic	3	\$ 95	\$ 150	\$ 250
24606	Rarick	Dover 59816, Hydraulic	3	\$ 95	\$ 150	\$ 250
24607	Picken Hall	Dover Hydraulic Passenger	3	\$ 95	\$ 150	\$ 250
24608	Martin Allen	Montgomery Hydraulic Passenger	2	\$ 95	\$ 150	\$ 250
24609	Davis Hall	Montgomery Hydraulic Passenger	2	\$ 95	\$ 150	\$ 250
	Per Month Total Group I			\$ 855	\$ 1,350	\$ 2,250
	Annual Total Group I			\$ 10,260	\$16,200	\$27,000

GROUP II—Academic Buildings (Base)

24610	Gross Coliseum	Montgomery CP-HH-78610, Hydraulic	2	\$ 95	\$ 150	\$ 250
24611	Sheridan	Dover 25B616, Hydraulic	5	\$ 95	\$ 150	\$ 250
24612	Sheridan	Dover 15B225, Stage Lift	6	\$ 130	\$ 180	\$ 275
24613	Sheridan	Dover 30A707, Hydraulic	3	\$ 95	\$ 150	\$ 250
24614	Tomanek	Montgomery CP-77406, Hydraulic	3	\$ 95	\$ 150	\$ 250
24615	Tomanek	Montgomery MX-77405, Hydraulic	4	\$ 95	\$ 150	\$ 250
24616	Sternberg	Montgomery EG504072, Hydraulic	3	\$ 95	\$ 150	\$ 250
24617	Lewis Field	Montgomery CPMX87629, Hydraulic	2	\$ 95	\$ 150	\$ 250
24618	Sternberg	Montgomery CPPHT93233, Hydraulic	3	\$ 95	\$ 150	\$ 250
24628	Custer	Montgomery-Kone 2100, CP-PHD90825, Hydraulic	4	\$ 95	\$ 150	\$ 250
	Per Month Total Group II			\$ 985	\$ 1,530	\$ 2,525
	Annual Total Group II			\$ 11,820	\$18,360	\$30,300

<u>ID #</u>	<u>Building</u>	<u>Mfg./Model</u>	<u>Levels</u>	<u>BASE:</u> Price Per Bi-Monthly (1 Visit Every 2 Months) Without Travel	<u>OPTION I:</u> Price Per Monthly (1 Visit Per Month) Without Travel	<u>OPTION II:</u> Price Per Semi-Monthly (1 Visit Every 2 Weeks) Without Travel
<u>GROUP III—Residential Life (Option 1)</u>						
24619	McMindes	Dover BG5764, Traction	7	\$ 150	\$ 275	\$ 400
24620	McMindes	Dover BG5765, Traction	9	\$ 150	\$ 275	\$ 400
24621*	McMindes	Montgomery C18098, Traction	7	\$ 150	\$ 275	\$ 400
24622*	McMindes	Montgomery C18097, Traction	7	\$ 150	\$ 275	\$ 400
24623	Wiest	Montgomery C24193, Traction	8	\$ 150	\$ 275	\$ 400
24624	Wiest	Montgomery C24194, Traction	8	\$ 150	\$ 275	\$ 400
	Agnew	Thyssen Krupp EBD382, Hydraulic	2	\$ 95		
	Heather	Thyssen Krupp EP7020A, Hydraulic	2	\$ 95		
Per Month Total Group III				\$ 190	\$ 1,650	
				\$ 2,280	\$19,800	
Annual Total Group III				\$22,080		

Two McMindes elevators were modernized from Montgomery to Thyssen Krupp elevators and will not be on the maintenance contract during the warranty period. The elevators will be added to the contract approximately August 16, 2013. (NOTE: On 9/1/2013 two McMindes elevators (F38777 and F38778) were added at an additional cost of \$275.00/month per unit.)

Agnew elevator (Thyssen Krupp EBD382) will be added to the contract approximately July 19, 2013; and ~~Tiger Place II~~ Heather Hall elevator (Otis) added August 2014. (NOTE: On 8/1/2013 Agnew elevator (Thyssen Krupp EBD382) was added to the contract at an additional cost of \$95.00/monthly.)

~~Tiger Place II~~ Heather Hall elevator (Thyssen Krupp EP7020A) was added August 2014 for six (6) months until January 31, 2015 @ \$95/month.

GROUP IV—Memorial Union

24625	Memorial Union	Dover E-30437, Hydraulic	3	\$ 95	\$ 150	\$ 250
24626	Memorial Union	Montgomery CT-52744, Traction	3	\$ 145	\$ 275	\$ 400
24627	Memorial Union	Otis, 483803, Hydraulic	3	\$ 95	\$ 150	\$ 250
Per Month Total Group IV				\$ 190	\$ 275	\$ 900
Annual Subtotal Group IV				\$ 2,280	\$ 3,300	\$10,800
Annual Group IV				\$ 5,580		

GROUP V – Robbins Center

24628	Otis	486331, Hydraulic	3	\$ 95	\$ 150	\$ 250
Per Month Total Group V				\$ 95	\$ 150	\$ 250
Annual Total Group V				\$ 1,140	\$ 1,800	\$ 3,000

ANNUAL MAINTENANCE :

Base: Groups I, II, III and IV (except Option 1 for traction elevators), and V

Option 1: Traction elevators in Groups III and IV

Billing: Vendor to reduce or add elevators to their bill as they come off of any warranty or go into any new warranty period. Bills will be in separate form for each group.

B. PRICING FOR OFF-CONTRACT REPAIR AND MAINTENANCE

The rates requested are for off-contract repair and maintenance, including the allowable round trip charge. Travel time is only associated with call-back services.

Journeyman:	Straight rate	\$144.00
	1.7 rate	\$244.00
	Double rate	\$288.00
Helper:	Straight rate	\$115.00
	1.7 rate	\$195.00
	Double rate	\$230.00
	Allowable round trip charge	\$576.00

C. PRICING FOR PRE-MAINTENANCE REPAIRS

No pre-maintenance costs were determined on the walk through.