



**Purchasing and Contract Services**

Klamath Falls:	Wilsonville:
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**REQUEST FOR QUOTES (RFQ) #2015-02**

Issue Date: March 13, 2015

Project Name:	Elevator Maintenance Services		
Quote Due Date/Time:	April 6, 2015, 1:00 PM		
Project Coordinator:	Scott Pigman	Phone:	541-885-1225
		Email:	<a href="mailto:Scott.Pigman@oit.edu">Scott.Pigman@oit.edu</a>
Contract Coordinator:	George Marlton	Phone:	503-821-1277
		Email:	<a href="mailto:George.Marlton@oit.edu">George.Marlton@oit.edu</a>

**SUBMIT QUOTES VIA EMAIL TO [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU) OR MAIL/HAND DELIVERY TO THE ABOVE WILSONVILLE ADDRESS TO GEORGE MARLTON**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE “RFQ #2015-02” IN THE SUBJECT LINE**

**1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read and understand and comply with all information contained within this RFQ. All quotes are binding upon Quoter for thirty (30) days from the RFQ Due Date/Time. All payments for services will be paid in accordance to OAR 580-061-0050. Quotes received after the RFQ Due Date/Time may not be considered.

It will be the responsibility of potential Quoters to refer daily to the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Quotes.

**2. SCOPE**

The purpose of this RFQ is to retain professional elevator maintenance services for Oregon Tech’s Klamath Falls and Wilsonville campuses. The Klamath Falls campus has nine (9) hydraulic elevators and the Wilsonville campus has three (3) hydraulic elevators. Services for the Wilsonville campus will start May 1, 2015. The services for the Klamath Falls campus will start on November 1, 2015.

The contract shall be for a period of three (3) years after November 1, 2015. In addition to the maintenance services, this RFQ contemplates certain upgrades as described in the Quote Form (attached), that Oregon Tech may, in its sole direction include with the awarded contract. If Oregon Tech elects to have the selected contractor perform the upgrades, such upgrades shall be completed within 90 days of the start of the contract.

All services shall conform to the requirements in the attached draft Elevator Maintenance Contract (“Template Contract”). Appendix A of the Template Contract identifies the elevators to be serviced along with elevator specifications.

Prior to bidding, it shall be the responsibility of the Contractor to visit the job site and inspect each elevator to establish to its satisfaction the condition of the elevator equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as-is" condition and the Contractor shall be required to bring the elevators up to the performance level specified in the model contract within ninety (90) days of the start of service for each location. No claim shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

Interested Quoters may request a campus visit by submitting a request to the Project Coordinator.

This RFQ asks Quoters to provide pricing for services during regular business hours and as an alternative on a 24/7 hour basis. Based on the quotes, Oregon Tech, in its sole determination shall select which option is most beneficial for its operations, when selecting a vendor to award a contract to. Note that the Template Contract contemplates both options and will be modified accordingly based on the service selected by Oregon Tech.

### **3. Quote**

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. The completed Quote Form;
- D. Provide 3 References; and
- E. Any additional information that Oregon Tech should take into consideration for the project or qualifications.

### **4. Evaluation**

Quotes will be evaluated based on subjective factors including, but not limited to: Company experience, staff experience, pricing, and references.

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATIONS  
RFQ #2015-02**

Each Quoter must read, complete and submit a copy of this Oregon Institute of Technology Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Contractor to 31% backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030(3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and certification #)

Minority: \_\_\_\_\_  Women: \_\_\_\_\_  ESB: \_\_\_\_\_

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

Minority: \_\_\_\_\_  Women: \_\_\_\_\_  ESB: \_\_\_\_\_

## OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Administrative Rules and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to OIT office via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by OIT serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. **NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE UNIVERSITY PROCUREMENT GATEWAY WEBSITE (<https://secure.ous.edu/bid/>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.**
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by OIT in RFQ specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by OIT.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. OIT reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the Quoter.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the sample Elevator Maintenance Contract may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample Elevator Maintenance Contract (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by OIT prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to OIT Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via e-mail, mail or in person but no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, OIT generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will OIT generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by OIT that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** OIT reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OIT may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. OIT reserves the right to reject any quote or to reject all quotes at any time prior to OIT's execution of a contract if it is determined to be in the best interest of OIT to do so.
- 6. METHOD OF AWARD:** OIT reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of OIT.
- 7. QUOTE REJECTION:** OIT reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

**RFQ #2015-02 – ELEVATOR MAINTENANCE SERVICES  
QUOTE FORM**

Having carefully read the draft Elevator Maintenance Contract and becoming completely familiar with the project, we submit the following prices:

<b>Maintenance Pricing – Klamath Falls Campus</b>			
Maintenance	Monthly Price for all nine elevators	Number of Months	Total cost over 3 years.
Monthly maintenance regular time calls only		X 36 Months =	
Monthly maintenance with calls covered 24/7		X 36 Months =	

<b>Maintenance Pricing – Wilsonville Campus</b>			
Maintenance	Monthly Price for all three elevators	Number of Months	Total cost over 3+ years.
Monthly maintenance regular time calls only		X 42 Months =	
Monthly maintenance with calls covered 24/7		X 42 Months =	

	<b>Alternates</b>	Price
1	Convert stop switch to keyed type on five (5) of the elevators at Klamath Falls. (Snell/Purvine/Residence/PE/LRC)	
2	Furnish and install 21” car aprons on the six (6) elevators at Klamath Falls that do not already have them. (Snell/CU1-2/PE/LRC/Residence)	
3	Install Schindler door restrictor recall kit on both Dow Elevators.	
4	Convert mechanical safety edges on three (3) elevators to electric door edges. Add nudging feature. (PE/LRC/Snell)	

	<b>Additional Pricing:</b>	Price
1	For escalation purposes list the labor rate of one mechanic hour including fringe benefits (if applicable)	
2	For escalation purposes list the Metal and Metal Products Index. State month & index.	Month:
		Index:

The following billing rates shall be used for overtime and extra work performed by the Contractor during the service contract, and pre-approved by the Owner. The rates shall be adjusted annually in accordance with paragraph 19.B of the elevator maintenance contract.

**Billing Rates for Overtime Portion**

Overtime (M-F, 5:00pm to 7:00am, Saturday, Sunday and Oregon Tech Observed Holidays Holidays\*)

*(Work is included in Contract but Owner requests Contractor to perform work on overtime.):*

<b>Overtime Portion Only – Included in contract but requested during overtime</b>		
	.7 Overtime Portion	1.0 Overtime Portion
Mechanic Billing Rate		
Helper Billing Rate		
Team Billing Rate		

**Billing Rates for Extra Work:**

(Owner requests Contractor to perform work that is *not included* in the Contract):

Billing Rate for Extra Work Not In Contract			
	Straight Time (7:00am to 5:00pm)	1.7 Overtime	2.0 Overtime
Mechanic Billing Rate			
Helper Billing Rate			
Team Billing Rate			

The above rates are for small emergency repair type projects with estimated times of 1 to 8 hours. For larger size projects, the Owner has the right to negotiate better hourly pricing and/or fixed prices for specific work.

In submitting this quote the elevator contractor agrees to provide the services and equipment as specified in the attached Elevator Maintenance Contract.

\*Observed Oregon Tech Holidays: Labor Day, the first Monday in September; Veteran’s Day, November 11; Thanksgiving Day, the last Thursday in November; The Friday following Thanksgiving Day; Christmas Day, December 25; New Year’s Day, January 1; Memorial Day, the last Monday in May; Independence Day, July 4. For this Contract Martin Luther King, Jr. Day, the third Monday in January, is not considered an Observed Holiday for Contractor.

## **ELEVATOR MAINTENANCE CONTRACT**

**For**

**The Vertical Transportation Systems**

**Located at:**

**Oregon Tech - Klamath Falls Campus  
Oregon Tech – Wilsonville Campus**

This Elevator Maintenance Contract ("Contract" is entered into between the \_\_\_\_\_ (hereinafter called "Contractor") and the State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon Institute of Technology (hereinafter called "Oregon Tech" or "Owner").

### **1. CONTRACT TERM, TERMINATION, AND REDUCTION OF SCOPE**

- A.** This Contract shall become effective May 1, 2015. Notwithstanding the effective date above, only the Wilsonville Campus services shall start May 1, 2015. The Klamath Falls service and applicable service fees will start October 1, 2015. The effective date of the Klamath Falls campus service shall serve as the Anniversary Date for escalation and renewal purposes. Unless earlier terminated or extended, this Contract shall expire on October 31, 2018 ("Initial Term"). The parties may mutually agree to renew at the end of the Initial Term for two (2) additional one (1) periods. If any extensions are approved by the parties, such Initial Term and extensions shall collectively be referred to as "Contract Term".
- B.** Termination of Contract: This Contract may be terminated for any of the following reasons: 1) Failure of Contractor to perform services under this Contract and as outlined in Section 12 - Failure to Perform; 2) If Owner chooses to modernize or upgrade any vertical transportation equipment, as defined as major modernization by ASME A17.1, Part 8, the Contract may be cancelled with 30 days written notice if Contractor is not successful in being awarded the upgrades being considered by Owner; or 3) Nonappropriation of funds – If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech may terminate this Contract without further liability by giving Contractor not less than thirty (3) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.



Exhibit "A"  
Elevator Maintenance Contract

- C. Reduction of Scope: Any or all portions of the Scope of Work may be reduced, along with the applicable fee for the reduced Scope of Work may be reduced or eliminated from this Contract for the following reasons: 1) If Owner chooses to modernize or upgrade any vertical transportation equipment, as defined as major modernization by ASME A17.1, Part 8, the applicable Scope of Work will be eliminated with 30 days written notice if Contractor is not successful in being awarded the upgrades being considered by Owner; 2) The Owner sells the building in which the equipment is housed;

**2. SCOPE OF WORK**

- A. The entire elevator system shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the elevators in proper adjustment and in safe operating condition, in accordance with all applicable Federal, State, and local laws, ordinances and regulations.
- B. This Contract establishes the minimum requirements for a full maintenance program, which shall be performed by a professional and experienced contractor. This Contract shall cover the elevator equipment as set forth in **Appendix "A"**, attached and hereby incorporated by reference.
- C. All elevators under this Contract shall be maintained by Contractor in a first class operating condition and must comply with all requirements of the latest revised edition (as of the date of this Contract) of the American Society of Mechanical Engineers Code for Elevators, Dumbwaiters, Escalators and Moving Walks (ASME A17.1-2010), ASME Inspection Manual (ASME A17.2 - 2010) and all other applicable laws including by not limited to 2011 Oregon Elevator Specialty Code Regulations, regulations, ordinances, codes, and all Amendments. Should the Authority Having Jurisdiction (AHJ) Elevator Inspector call for a re-inspection as a result of Contractor not performing to this Contract, Contractor shall pay for the re-inspections costs. If the re-inspection is due to a building deficiency, then the Owner shall pay for the re-inspection.
- D. All work shall be coordinate with the designated Owner's Representative ("Owner's Representative") for each campus, which may change from time to time as updated by Owner. The Owner's Representative for each campus is:
- i. Wilsonville Campus – Jeff Brown, Kidder Mathews Property Management
  - ii. Klamath Falls Campus – Scott Pigman, Facilities Project and Planning Manager

**3. CONTRACTOR INSURANCE**

- A. During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:
- i. **Workers' Compensation.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.
  - ii. **General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity

Exhibit "A"  
Elevator Maintenance Contract

provided under this Contract. It shall provide that the State of Oregon, Oregon Tech, the State Board of Higher Education and their divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

iii. **Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**B. Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the Kidder Mathews and the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**C. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Oregon Tech Purchasing and Contract Office, 27500 SW Parkway Ave., Wilsonville, OR 97070.

**4. WORK HOURS**

**A.** All work shall be performed during regular business hours (8:00 a.m. – 5:00 p.m.) of regular working days (Monday – Friday, excluding Oregon Tech recognized holidays) unless otherwise specified. Any regular time or overtime work not otherwise included in the Contract shall be billed to the Owner after proper approval as described in Section 11 and as an extra charge at the Contractor's billing rate as stated in Section 19.C.

**B.** The Contractor shall provide scheduled routine maintenance during regular business hours for all elevators.

**C.** The Contractor shall perform preventative maintenance, as a minimum, per the table below. If additional hours are required to maintain reliability, performance and overall safe operation of the elevators, then Contractor shall perform this additional work at no extra cost to Owner.

<b>Minimum Preventative Maintenance Hours Per Month/Per Unit</b>				
<b>Equipment Type</b>	<b>Frequency and Hours per visit for each unit</b>	<b>Total Hours per Month Per Unit</b>	<b>Number of Units</b>	<b>Total (hrs.)/month</b>
Hydraulic	1.0 hours every month	1.0	12	12
				<b>12 hrs.</b>

**5. WIRING DIAGRAMS**

**A.** Contractor shall provide to the Owner a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the Contract term. These reproducible are to be furnished to the Owner immediately following modifications.

**6. PERFORMANCE CONFERENCES AND REPORTS**

- A. Twice per year the Contractor shall meet with the Owner's Representative to review performance for the previous six months and to schedule major repairs contemplated during the next six months. The Contractor shall submit written performance reports on forms provided by the Owner at the end of each six-month period. Every month the Contractor will send a detailed report to the Owner for the call backs and other information from the previous month.

**7. CHECKING IN AND OUT AND COMMUNICATIONS**

- A. The Contractor's personnel shall report to the Owner at a mutually agreed time and place prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repairs and callbacks. At time of check-in, the Owner shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention. The Contractor shall sign in and out of logbooks kept at the Facilities Desk. In the event of an emergency response call, such as an entrapment, the Contractor shall go directly to the elevator.

**8. BILLING PROCEDURE**

- A. Contractor shall render a monthly billing for regular monthly maintenance service, and any Owner approved extra work. Each invoice shall clearly state the building name, elevator serial number and/or State number along with Building's Car number. All purchase order numbers or person(s) authorizing the work will be noted on each invoice. The Owner or Owner's Representative may request a copy of the time sheets and backup paperwork prior to processing any invoice for payment. Any past due fees will be waived if the request causes a delay in payment

**9. TIME SHEETS**

- A. Each time an elevator is serviced, inspected, repaired, etc., whether emergency or regular, a report on an approved form shall be submitted to Owner's representative at the beginning of each month for the work performed during the previous month. The time sheet or ticket shall include the date and hours (time-in and out) the work was performed, a description of the work performed, the elevator number the work was performed on, along with the Owner name and number. Owner may at any time request a copy of the work order prior to the monthly report. Acceptance of work is subject to approval by the assigned Owner Representative. Signing of daily work reports is not considered approval.

**10. SCOPE OF MAINTENANCE**

- A. This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, and testing on all parts of the elevator equipment including, but not limited to, machines, motor generators, bearings, commutators, brushes, gears, hoist ropes, compensation ropes or chains, governor ropes, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, tachs, controllers, selectors, relays, contacts, solid state devices, computers, monitors, transformers, resistors, emergency telephones and all related control equipment including card readers.
- B. For the Wilsonville Campus only, provide 24-hour phone monitoring and an offsite answering service in conjunction with the phone, if elevators are provided with a phone. If remote elevator

Exhibit "A"  
Elevator Maintenance Contract

monitoring for the control system is provided, the Contractor shall maintain the remote system and ensure all functions are working properly.

- C. It also includes safety governors, governor sheaves, car safeties, hydraulic oil, pump, motor, valves, seismic rupture valves, battery lowering kits (including batteries), plunger, above ground oil lines, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, (clean only) car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, signal fixtures (hall, car and remote panels) and all components, all car and hatch door equipment, contacts, interlocks, auxiliary door closing devices, infrared safety edges, fans, blowers, and emergency lights. Contractor will change car lighting bulbs during preventative service visits, car frames, platforms, and all other elevator related devices, except for the following:
- i. Car enclosures including removable panels, door panels, plenum chambers, hung ceilings, light diffusers, fluorescent tubes and fluorescent ballasts, handrails, mirrors, carpets, tile flooring, hoistway enclosure, door panels, frames and sills.
- D. Contractor's maintenance, repair and callback records will be kept electronically on-line and made available at all times through the World Wide Web and email. Contractor will provide this information monthly in email or other printed form.

## **11. SCHEDULED MAINTENANCE**

- A. All preventive maintenance performed by the Contractor shall be scheduled by the Contractor, elevator by elevator, prior to commencement of the work and subject to final approval of the Owner.
- B. The preventive maintenance schedule, as prepared by the Contractor, shall show Owner name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.
- i. Examine: The Contractor shall examine the equipment on a regular interval as set forth in Section 17 of this Contract.
- (a) When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections. When such work is determined not to be the Contractor's responsibility, a written report, signed by the Contractor, shall be delivered to the Owner for further action.
- (i) Items of an emergency nature shall be communicated to the Owner immediately and followed up in written form.
- (ii) Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry.
- ii. Clean: The Contractor shall clean all of the elevator equipment as well as car and hoistway door sills and grooves, elevator equipment rooms, pits, and hoistway rail equipment. Cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. Minimum interval shall be as set forth in Section 17 of this Contract.

Exhibit "A"  
Elevator Maintenance Contract

iii. Paint: The Contractor shall paint the elevator equipment, including the machine room and pit floors, at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Application of the paint shall, in all circumstances, comply with applicable local codes and/or current ASME codes.

iv. Lubricate: The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

v. Adjust: The Contractor shall adjust the equipment. Adjustments shall be made as necessary and when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use. See Section 18 for performance standards.

(a) Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in optimum operating condition.

(b) Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be replaced as provided for under the "Replace" and/or "Repair" section of this specification.

vi. Replace: The Contractor shall, when required, "replace" items covered under the Contract during the course of scheduled preventive maintenance when in the reasonable opinion of Owner such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator. All replacements shall be made using original manufacturer's parts or Owner approved equal.

vii. Replacement Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the Contractor shall be required to have and maintain on the job, in metal cabinets furnished by the Contractor, a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.

(a) Motors, armatures, field coils, and any other component part must be delivered within five (5) working days.

(b) Refurbished parts or parts that are equal to or better than genuine manufacturer's parts are acceptable and will be permitted, without prior approval.

viii. Repairs:

(a) Repairs which are the responsibility of the Contractor:

(i) Repairs shall be made by the Contractor to elevator components covered by the agreement. The Contractor shall make (or cause to be made) all repairs made necessary due to normal wear and use of the elevator system. The Contractor shall be responsible for all cost for labor, materials, expenses, and supplies which occur as a result of the stated repair.

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- (b) Repairs, which are the responsibility of the Owner:
  - (i) Repairs shall be made by the Contractor, when authorized by the Owner where such repairs are not included in the Contract. The Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the Contract. The Contractor shall supply all labor, materials, and supplies at the Contractor's billing rates as stated in this Contract. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges.
  - (ii) Prior to any repairs being made by the Contractor, the Contractor shall submit a written cost estimate to the Owner to obtain formal approval to proceed.

ix. Perform Periodic Tests: The Contractor shall, during regular business hours, perform periodic Safety Tests of the elevator components, including monthly testing of Emergency Fire Service, telephone communications, emergency car light and alarm bell. The periodic tests shall be conducted at the frequency stated in the ASME A17.1 and A17.2 code and follow the procedures set forth in said code. Test results shall be recorded on forms supplied by or acceptable to the Owner. Certified copies of the completed test forms shall be submitted to the Owner.

- (a) Periodic inspections as required by city, county, state, federal government and/or insurance agencies or representatives are included in this specification. One (1) and five (5) year tests are included. The five-year full load and emergency standby power tests shall be performed between 6:00 pm and 7:00 am or on the weekend with no additional cost to Owner. Prep work and test items that do not make a loud sound or inconvenience users may be performed during normal working hours if scheduled with the building.

x. Callback Service: For the purpose of this specification, a "callback" is a request from the Owner to the Contractor, requesting the Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in the Owner's opinion needs attention before the Contractor's next scheduled preventive maintenance visit.

- (a) Additionally, a "callback" is work, which can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two hours.
- (b) Work required in excess of the basic two hours and/or which requires a second person shall be considered "Repair" work and shall be governed by the "Repair" provisions and specifications set forth elsewhere in this specification.
- (c) Callback service during regular working hours:
  - (i) The Contractor shall, without additional charge to the Owner provide callback service during normal working hours (Monday through Friday/7:00 am to 5:00 pm). The Contractor shall respond to a callback within three (3) hours of the time reported to the Contractor. Calls placed to by the Owner to the Contractor prior to 1:00 pm shall be answered in the same day with no overtime charge to the Owner, regardless of what time the technician arrives to the building.
- (d) Callback service during overtime working hours:

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- (i) The Contractor shall provide 24-hour callback service. Contractor shall bill for the overtime portion only if the call is performed during overtime. The Contractor shall respond to an overtime callback within four (4) hours of the time reported to the Contractor.
  
- (e) Entrapments: Callbacks for entrapments shall be responded to by Contractor within two hours of the call during normal working hours and three (3) hours after normal working hours. Total travel time to and from the jobsite shall not exceed 3 hours on any call.

**12. FAILURE TO PERFORM**

- A.** Contractor shall guarantee all work required during the contract period for the duration of the Contract, and for a period of ninety (90) days after the termination date. In the event Contractor fails to timely perform or comply with any term or condition of this Contract, Contractor shall be in default of this Contract. In the event of a default, Owner's Representative shall inform Contractor in writing and specifically state reason for default. Owner's Representative shall give the Contractor fourteen (14) days to correct the default. Contractor shall acknowledge in writing to Owner's Representative within one (1) day of receipt of default letter and advise Owner's Representative their intention of correcting default along with an action plan and time line to correct default. Should the Contractor dispute the default and/or not complete the default within the fourteen (14) day period, Owner's Representative may pursue any and all remedies at law or equity for such default or breach, which remedies shall be separate, distinct and cumulative to any and all other remedies allowed under law, equity or this Contract. If the Contractor disputes the default, or fails to remedy the default within the fourteen (14) day period, without limiting the foregoing, in the event of Contractor's default hereunder, Owner's Representative may (but shall not be required to), with or without terminating this Contract, cure and correct the defaults using whatever means Owner's Representative deems reasonable (including hiring another contractor), and either deduct the reasonable cost thereof from any amounts owed Service Contractor hereunder, or Owner's Representative may directly bill Service Contractor for such reasonable costs. Owner's Representative may also immediately terminate this Contract upon notice to Service Contractor.
  
- B.** All maintenance and performance deficiencies brought to the Contractor's attention during the Contract Term by the Owner which are the responsibility of the Contractor, shall be completed within thirty (30) days during the contract period and on or before the abatement date of the report, or expiration of the Contract Term, whichever is less.
  
- C.** The Owner reserves the right to engage an independent party to perform an inspection to determine responsibility.

**13. COMPLIANCE WITH APPLICABLE LAW**

- A. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**14. INDEMNIFICATION AGREEMENT**

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense (including reasonable attorney's fees and costs), inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, Oregon Tech, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract, and provided that Oregon Tech shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the OUS General Counsel. Oregon Tech may, at its election and expense, assume its own defense and settlement in the event that Oregon Tech determines that Contractor is prohibited from defending Oregon Tech, is not adequately defending its interests, or that an important governmental principle is at issue and Oregon Tech desires to assume its own defense.



**15. CONTRACT EXCLUSIONS**

- A. The Contractor shall not be responsible for the following:
- i. For the main line power feeders and associated disconnect switches and breakers. Car enclosures including removable panels, door panels, hung ceilings, light diffusers, fluorescent tubes, fluorescent ballasts, handrails, mirrors, carpets, tile flooring, hoistway enclosure, door panels, frames, sills, underground hydraulic jacks, and underground oil lines.
  - ii. For the elevator components specifically excluded under Section 10.B.1.
  - iii. Contractor is not responsible for any work required due to abuse, misuse, vandalism, negligence or other causes beyond their control.

**16. EQUIPMENT COVERED BY THIS CONTRACT:**

- A. All equipment listed in Appendix "A" is covered.

**17. ELEVATOR MAINTENANCE FREQUENCY AND TASKS**

A. HYDRAULIC

FREQUENCY 4 WEEKS:

- i. CLEAN AND INSPECT POWER UNIT, CONTROL, VALVES, MOTOR AND BELTS.
- ii. CHECK OIL LEVEL AND RECORD FINDINGS ON A LOG POSTED IN MACHINE ROOM. RECORD FINDINGS WHETHER OIL IS ADDED OR NOT AND HAVE MECHANIC INITIAL.
- iii. CLEAN AND INSPECT CAR TOP, OPERATING SWITCHES, DOOR OPERATOR AND CONTROLS, CAR DOOR HANGERS, GIBS, ELECTRIC SAFETY EDGES. CHECK DOOR RESTRICTORS ON EACH CAR.
- iv. CLEAN AND INSPECT HOISTWAY DOOR HANGERS, INTERLOCKS, LINKAGE, PICK UP ASSEMBLY, DOOR GIBS, NON-VISION WING AND HOISTWAY SWITCHES.
- v. CLEAN AND INSPECT BUFFERS AND JACK PACKING, CLEAN PIT, CHECK TRAVEL CABLE LOOP.
- vi. CHECK THE LEVELING, ALARM BELL, STOP SWITCH AND DOOR CLOSING PRESSURE.

FREQUENCY 8 WEEKS:

- i. CLEAN MACHINE ROOM AND ADJUST CONTROLLER AND SELECTOR CONTACTS AND RELAYS.
- ii. CHECK CAR AND HALL FIXTURE LAMPS, LEVELING AND FLOOR STOPS, ALARM BELL AND EMERGENCY STOP, INSPECT CABLE AND RETIRING CAM.

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**FREQUENCY 12 WEEKS:**

- i. INSPECT LEVELING AND LIMIT SWITCHES AND CHECK EMERGENCY LIGHT.
- ii. INSPECT POWER DRIVE (BELTS AND COUPLING) AND PUMP, CLEAN CONTROLS.
- iii. CLEAN CAR AND HALL STATION CONTACT, CHECK DOOR CLOSING FORCE, CHECK ELECTRONIC SAFETY EDGES AND ADJUST. CHECK CAR AND HOWITWAY HANGER ROLLERS AND ADJUST UP THRUSTS.
- iv. CHECK MOTOR BEARINGS, TRANSFORMERS; RECTIFIERS AND TIMERS.

**FREQUENCY 26 WEEKS:**

- i. CHECK CONTROL AND MAIN LINE FUSES, VOLTAGE READINGS, MOTOR CONNECTIONS AND OVERLOADS.
- ii. CHECK BOLSTER PLATE AND CHANNELS, HOISTWAY SWITCHES AND DOOR CLOSING DEVICES.

**FREQUENCY 52 WEEKS:**

- i. CHECK DRIVE BELT TENSION AND ADJUST VALVES.
- ii. CLEAN HOISTWAY AND DOOR GUIDES, ADJUST AND CLEAN CHAINS, SPROCKETS, GUIDE RAILS AND BRACKETS, DOOR HANGERS, SILLS AND PIT.
- iii. ANNUAL PRESSURE TEST AND LUBRICATE MOTOR.
- iv. FILTER HYDRAULIC OIL.
- v. ANNUAL VALVE CONTROL ADJUSTMENT AND CHECK LOGIC.
- vi. ADJUST AND BALANCE ALL DOORS, REPLACE DOOR GUIDES AS NEEDED

**FREQUENCY 36 MONTHS:**

- i. PERFORM FULL LOAD SEISMIC RUPTURE TEST ON ALL CARS THAT HAVE SEISMIC RUPTURE VALVES. ALL VALVES THAT ARE CURRNELTY OVERDUE SHALL BE TESTED WITHIN 3 MONTHS OF CONTRACT COMMENCEMENT.

**18. PERFORMANCE STANDARDS**

- A. It is the intention of this contract that the elevator equipment shall be maintained so as to preserve the operating characteristics in line with the original design. Should the Owner find through its own investigation or that of its representative that these standards are not being maintained, the Contractor will be given fourteen (14) days to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the Owner in accordance with Section 12.

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- B.** The following are performance levels which are a part of the original design and which shall be maintained at all times.
- i. Contract speed of all elevators shall be maintained, and brake to brake (flight times) shall be maintained as originally designed.
  - ii. Leveling accuracy of all elevators shall be maintained at all times. All hydraulic elevators shall be within ¼”.
  - iii. Opening and closing times of all hoistway and car doors shall be maintained within limits of ASME A17.1 Code, yet assuring minimum standing times at each floor.
  - iv. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
  - v. "Variable" car and hall door hold open times shall be maintained in accordance with original design and or local code requirements. Deviations from this will not be permitted.
  - vi. Elevators operating under group supervisory systems shall operate at all times in accordance with original design specifications. The Contractor shall be required to periodically test these systems no less than annually and submit to the Owner test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
  - vii. Emergency fire service operation, seismic operation, telephone communications, emergency car light and alarm bell shall be periodically tested to be sure it is functioning properly as required by ASME A17.1 Elevator Code.
  - viii. Vertical and horizontal ride quality shall be maintained to ensure smooth and quite operation without noticeable movement in the car. Contractor will identify and correct any ride quality issues respective to all components, but rail alignment is not part of this Contract scope.
- C.** As a minimum requirement the performance levels for each car shall be as set forth in ***Appendix A:***

For the purpose of this Contract, the following performance criteria shall apply:

- 1. Flight Time is the elapsed time in seconds from car doors starting to close until the doors are ½ open at the next floor for side opening doors and ¾ open for center opening doors on a one (1) floor run of approximately 12' - 0".
- 2. Door Open Time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.
- 3. Door Close Time is the elapsed time in seconds from the time the car doors start to close after a call is initiated until they are fully closed with the interlock engaged. Speed must not exceed requirements as set forth in A17.1 2010.

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- D. Should the number of maintenance related callbacks at either campus exceed an average of .75 calls per elevator, per month, the Contractor shall refund 50% of one month's total billing (for the applicable Campus) to the Owner for failure to keep the equipment running properly. At the semi-annual review the Owner and Contractor shall review the call back reports for the previous six (6) months. If the average number of monthly callbacks exceeds .75 calls per elevator, per month, then the Contractor shall issue a credit equal to 50% of the monthly price to the Owner. Callbacks for vandalism, light bulbs, and other reasons beyond the control of the Contractor shall not be included in this number.

**19. Compensation**

**A. PAYMENT**

In accordance with ORS 293.462, the Owner agrees to pay Contractor in arrears, the monthly maintenance fee for each elevator as described in Appendix A and for charges for any other authorized extra work. Contractor shall be required to submit monthly invoices for all services performed in the prior month but the 1<sup>st</sup> of each month.

**B. ANNUAL PRICE ADJUSTMENT**

The Contractor shall be entitled to submit a request for a price adjustment of its labor and material costs for the purpose of adjusting the monthly maintenance fee not less than thirty (30) days prior to the annual Anniversary Date of this Contract. Failure to timely submit a request shall waive the right to request a price adjustment for the new service year. Future requests for price adjustments may not compound or add a potential adjustment from a prior year.

Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage's shall be adjusted in an amount equal to the established variance based on the following formula;

1. Eighty percent (80%) of the fee shall be used to represent the labor portion of the contract.
2. Twenty percent (20%) of the fee shall be used to represent the material portion of contract.

The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for the Elevator Contractor Maintenance Mechanic, compared with same rate used for the previous year's labor portion of the Contract. The initial base labor amount is \$\_\_\_\_\_. This represents the Maintenance Mechanics hourly wage with associated cost fringe benefits.

The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics. Using \_\_\_\_\_ as the base month, the material factor is \_\_\_\_\_.

**In any event, the total annual price adjustment (increase or decrease) shall not be more than 3% of the previous year's base monthly service charge pursuant to**

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**paragraph 20.B.1 above.**

**C. BILLING RATES:**

The following billing rates shall be used for extra work performed by the Contractor and pre-approved by the Owner. Contractor shall not be compensated for any extra work that has not been approved in advance by Owner. The rates may be adjusted annually in accordance with paragraph 20.B.

**Overtime (M-F, 5:00pm to 7:00am, Saturday, Sunday and Oregon Tech Observed Holidays\*)**

(*Work is included* in Contract but Owner requests Contractor to perform work on overtime.):

	.7 Overtime Portion (5pm to 7am)	1.0 Overtime Portion Sundays and holidays
Mechanic Billing Rate		
Helper Billing Rate		
Team Billing Rate		

**Billing Rates for Extra Work**

(Owner requests Contractor to perform work that is not included in the Contract):

	Straight Time (7:00am- 5:00pm)	1.7 Overtime (5pm to 7 am)	2.0 Overtime Sundays and Holidays
Mechanic Billing Rate			
Helper Billing Rate			
Team Billing Rate			

The above rates may be adjusted annually in accordance with the labor portion of the maintenance Contract. The above rates are for small emergency repair type projects with estimated times of 1 to 8 hours. For larger size projects Owner has the right to negotiate better hourly pricing and/or fixed prices for specific work. Billing for travel time shall not exceed **3 hours** per callback. All travel related expenses are included in the above billing rates and may not be separately billed to Oregon Tech.

Markup on all parts and materials shall not exceed 10%. Contractor shall be required to provide documentation evidencing the actual cost paid by Contractor for all parts and materials.

\*Observed Oregon Tech Holidays: Labor Day, the first Monday in September; Veteran’s Day, November 11; Thanksgiving Day, the last Thursday in November; The Friday following Thanksgiving Day; Christmas Day, December 25; New Year’s Day, January 1; Memorial Day, the last Monday in May; Independence Day, July 4. For this Contract Martin Luther King, Jr. Day, the third Monday in January, is not considered an Observed Holiday for Contractor.

**20. ACCESS TO RECORDS**

- A. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of

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Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**21. GENERAL PROVISIONS**

- A. Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS
- B. Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- C. Hazard Communication:** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- D. Independent Contractor Status:** The service(s) to be rendered under this Contract are those of an independent contractor. Although Oregon Tech reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Oregon Tech; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. Oregon Tech will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- E. Notices:** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or US.

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Mail or express mail, postage prepaid, if to Contractor to the address listed in the signature block of this Contract or if to Oregon Tech to Procurement and Contracts, 27500 SW Parkway Ave., Wilsonville, OR 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- F. Survival:** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Sections 1, Effective Date and Duration”, and Sections 1, 14, 20, and 21.
- G. Subcontracts and Assignments:** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Oregon Tech.
- H. Tax Compliance:** By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**ACCEPTANCE:**

**Owner:**

**State of Oregon acting by and through the  
State Board of Higher Education on behalf of  
the Oregon Institute of Technology**

**Contractor:**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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<b>OIT – Klamath Falls Campus Appendix "A"</b>											
<b>Equipment, Performance, and Monthly Maintenance Fee Table</b>											
Elevator No.	Brand	Type	Capacity (lbs)	Speed (FPM) +- 3%	Door Type	Door Size	# of Stops	Door Open	Door Close	Floor-to-Floor	Monthly Price
Dow 1	SEC	Hydraulic	4,500	125	2SSO	48"x84"	2	2.5	4.4	16.5	
Dow 2	SEC	Hydraulic	4,500	125	2SSO	48"x84"	3	2.5	4.4	16.5	
Snell	Western	Hydraulic	2,500	125/ 150	1SCO	42"x84"	3	1.6	2.4	13.0	
Purvine	Otis	Hydraulic	2,500	100	1SCO	42"x84"	2	1.6	2.4	14.0	
LRC	Western	Hydraulic	2,500	150	1SCO	42"x84"	3	1.6	2.4	12.5	
Residence	Western	Hydraulic	2,500	125/ 150	1SSO	42"x84"	4	2.3	4.0	15.5	
CU Pass	Otis	Hydraulic	2,500	125	1SSO	42"x84"	2	2.3	4.0	15.5	
CU Svc	Otis	Hydraulic	2,500	125	1SSO	42"x84"	2	2.3	4.0	15.5	
PE	Western	Hydraulic	2,500	150	1SCO	42"x84"	3	1.6	2.4	12.5	

<b>OIT – Wilsonville Campus Appendix "A"</b>											
<b>Equipment, Performance, and Monthly Maintenance Fee Table</b>											
Elevat or No.	Brand	Type	Capacity (lbs)	Speed (FPM) +- 3%	Door Type	Door Size	# of Stops	Door Open	Door Close	Floor-to-Floor	Monthly Price
1	Schindler	Hydraulic	3,500	150	1SCO	42"x84"	4F	1.6	2.4	12.5	
2	Schindler	Hydraulic	3,500	150	1SCO	42"x84"	4F	1.6	2.4	12.5	
3	Schindler	Hydraulic	3,500	150	1SCO	42"x84"	4F/1R	1.6	2.4	12.5	