

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

A. City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

B. The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on "Attachment A – Bid Sheet" in Exhibit "A" are awarded to Services Provider.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 18-036. Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A." When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. The bid costs listed on Attachment A – Bid Sheet of Exhibit "A," shall be the basis of any charges collected by Services Provider.

B. In consideration for the services set forth in Exhibit "A," the City shall be authorized to pay the Services Provider for an amount not-to-exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year** for Services Provider's services for a total not to exceed amount of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful Services Provider(s) and the City. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the services as specified, City reserves the right and option to obtain the services from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB Number 18-036, including all attachments and exhibits thereto, and Services Provider's bid response.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
512-341-3191
cmcdowell@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and

contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

AVL Elevator
d/b/a Oracle Elevator Company
100 Ezell Drive
Desoto, Texas 75115

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City

Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

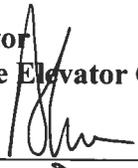
Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

**AVL Elevator
d/b/a Oracle Elevator Company**

By:  _____
Printed Name: DAVID BAUCOM
Title: Regional Vice President
Date Signed: 11-2-2018



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

ELEVATOR MAINTENANCE AND REPAIR SERVICES

SOLICITATION NUMBER 18-036

August 2018

EXHIBIT "A"

ELEVATOR MAINTENANCE AND REPAIR

PART I

GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.
2. **BACKGROUND:** The City requires comprehensive maintenance and repair services for a dozen or more elevators of various makes and models. An anticipated Contract award will be made by the City in an amount not-to-exceed \$75,000 per year for an estimated total contract value of \$375,000.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 – 5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7 – 9
Part IV – Specifications	Page(s) 10 – 12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Subcontractor Information Form	Page 15
Attachment D – Respondent Questionnaire	SEPARATE ATTACHMENT
Attachment E – City of Round Rock Passenger Elevators (Williamson County)	SEPARATE ATTACHMENT

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Purchasing Supervisor
Cheryl Kaufman
Purchasing Division
City of Round Rock
Phone: 512-218-5417
Email:
ckaufman@roundrocktexas.gov

Purchasing Technician
Amanda Crowell
Purchasing Division
City of Round Rock
Phone: 512-218-5458
Email:
acrowell@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	August 28, 2018
Optional Pre-Bid meeting	September 6, 2018 @ 10:00 AM CST

Deadline for submission of questions	September 10, 2018 @ 5:00 PM, CST
City responses to questions or addendums	September 13, 2018 @ 5:00 PM, CST
Deadline for submission of responses	September 20, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<http://www.roundrocktexas.gov/bids>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting will be conducted to fully acquaint Respondents with the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
 - A. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. The pre-bid meeting shall initially begin at:
**City of Round Rock - City Hall Council Chambers, 1st Floor
 221 E. Main Street
 Round Rock, Texas 78664**
 - B. Respondents will be responsible for their own transportation for the pre-bid meeting.
 - C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
 - D. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
**City of Round Rock
 Attn: Cheryl Kaufman
 Purchasing Department
 221 E. Main Street
 Round Rock, Texas 78664-5299**
 - A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and two (2) copies of the IFB response and one (1) electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City. .

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- Attachment A- BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- Attachment B- REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal/Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last five years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
- Attachment C- SUBCONTRACTOR INFORMATION FORM:** Provide a completed and signed copy of the Subcontractor Information Form.
- Attachment D- RESPONDENT QUESTIONNAIRE:** Fully respond to each question and request for information on this sheet. Response to this document will be worth 40 points of the total 100 points available for evaluation.

Attachment E- City of Round Rock Passenger Elevators (Williamson County) is for reference only. This list is not all-inclusive, and the City reserves the right to add additional elevators to the resulting Contract.

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services;
- C. Quality of the Respondent's goods and services;
- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

H. **EVALUATION FACTORS**- Total of 100 points:

- Cost = 60 points
- Response to Attachment D – Respondent Questionnaire = 40 points total distributed amongst the following values:
 - Training and Development = 10 points
 - Vehicle and Equipment List = 5 points
 - Company and Individual Work Experience = 25 points

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

11. **CONFIDENTIALITY OF CONTENT**: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. **CERTIFICATE OF INTERESTED PARTIES**: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The term of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing elevator maintenance and repair as specified herein;
 - B. Have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - C. Have a permanent address located within the Williamson/Travis county or surrounding areas.
 - D. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - E. Contractor shall be a registered Vendor with the Texas Department of Licensing and Regulation (TDLR) in accordance with the Texas Health & Safety Code, chapter 754, Subchapter B, Section 754.0171, and should provide documentation of all suspensions, violations, or investigations by the TDLR within the last five years as an attachment in response to this solicitation.
 - F. Contractor shall be a commercial elevator business engaged in providing elevator maintenance and repair services for a minimum of five continuous years.

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

5. **SAFETY**: The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
6. **WORKFORCE**: Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
7. **PRICING**: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
8. **PRICE INCREASE**: Contract prices for elevator maintenance and repair shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- A. **Consumer Price Index (CPI)**: Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase**:
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299

EXHIBIT "A"

- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded respondents' performance anytime during the contract term.
10. **ACCEPTANCE/INSPECTION**: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere, and the vendor may be charged liquidated damages.
11. **ORDER QUANTITY**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS**: The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
13. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
14. **POST AWARD MEETING**: The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
15. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE**:
 - A. **Contractor's point of contact**: To maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative**:

Pete Dominguez
Facility Manager
General Services
Phone: 512- 341-3144
E-mail: pdominguez@roundrocktexas.gov

PART IV
SPECIFICATIONS

1. PURPOSE

The City of Round Rock, herein after "the City" seeks a bid from firms experienced in in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.

2. CONTRACTOR REQUIREMENTS

- A. Contractor shall provide a Single Point of Contact (SPOC), who is skilled, knowledgeable, and has experience with providing maintenance and repair services for elevators. The SPOC shall serve as the main point of contact for all services.
- B. Contractor shall ensure that personnel assigned to work under this contract have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of Schindler, Dover, and TKE elevators.
- C. Contractor's employees and representatives shall wear a standard company uniform, safety shoes, and have company issued photo identification clearly displayed while conducting services on any City worksites. Uniforms shall be clean, consistent in appearance, and have the Contractor's name or logo clearly displayed.

3. SCOPE OF WORK

- A. The Contractor shall perform all steps necessary to protect persons and property from risk of harm due to a problem with an elevator.
- B. The Contractor shall maintain the elevators in accordance with all federal, state, and local codes. These include, but are not limited to:
 - American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection,
 - Americans with Disabilities Act (ADA)
 - American Society of Mechanical Engineers (ASME) A17.1 - Safety Code for Elevators and Escalators,
 - ASME A17.3 - Safety Code for Existing Elevators and Escalators,
 - National Fire Protection Association (NFPA) Supplement 4- Life Safety Code Handbook,
 - Underwriters Laboratories (UL) Standard 1 04 - Elevator Door Locking Devices and Contacts,
 - UL Standard 1084 - Outline of Investigation for Hoistway Cables.
 - American Standard Safety Code for Elevators & Escalators
- C. In the event of conflict between this Scope of Work, the Manufacturer's Literature, or any applicable codes, the more stringent terms or revisions shall apply unless otherwise notified in writing by the City.
- D. The Contractor shall perform all preventative maintenance listed in the various elevator maintenance manuals at the frequencies identified and prescribed.
- E. The price for all preventative maintenance services shall include labor, parts, and consumables, including oil and grease. Safety Data Sheets (SDS) shall be provided when oils, grease, or other chemicals are used.
 - i. Any parts, which a preventative maintenance inspection determines must be replaced, (outside of parts required for preventative maintenance), shall be quoted to the City in writing, and submitted separately as corrective repair issues, on an as needed basis.
 - ii. Materials mark-up shall be capped at 20% of Contractor cost and shall include freight, shipping, and handling costs.
- F. The Contractor shall perform corrective repair services on the elevators when specifically requested by the City. All corrective repair services NOT considered an emergency or entrapment shall be conducted during scheduled standard working hours unless otherwise specified by authorized City personnel.

- G. Contractor shall provide hourly rates for preventive maintenance services and repair service labor rates and after-hours rates.

4. PREVENTATIVE MAINTENANCE

- A. Standard work hours under this contract shall be defined as the hours from 7:00 a.m. to 6:00 p.m. CST Monday through Friday, except for City-observed holidays. All preventative maintenance services shall be scheduled with designated staff and shall be completed within the standard work hours unless otherwise specified by authorized City personnel.
- B. Contractor shall provide preventative maintenance to the elevators per the OEM instruction manuals including change oil, lubricate equipment, and adjust elevator parts and components, etc.
- C. Contractor shall examine elevator equipment and review the following for optimum operation:
- Control and landing position systems
 - Signal fixtures, lighting, sensors
 - Machines, drives, motors, governors, sheaves, and ropes
 - Power units, pumps, valves, and jacks
 - Car and hoistway door operating devices and door protection equipment
 - Identify leaks
 - Loadweighers, car frames and platforms, and counterweights
 - Safety mechanism
- D. Contractor shall clean doors, jibs, sills and other parts to eliminate debris and maintain proper functioning of elevators.
- E. Contractor shall document all work performed on the "Maintenance Task & Records" logs provided with each controller and report findings via a detailed list of services and replaced parts/component that were applied to each preventative maintenance service call along with the invoice.

5. CORRECTIVE REPAIRS

- A. Contractor shall re-lamp all signals as required during regularly scheduled visits and repair or replace components worn due to normal wear and tear.
- B. Should the occasion arise, the Contractor shall return a vandalized elevator to good working order.
- C. Contractor shall replace all worn, failed, or broken parts. All replacement parts shall be identical, of equal quality and design, or superior to the parts replaced. Replacement parts may be new or reconditioned if OEM parts are unavailable.
- D. Contractor shall be responsible for all replacement parts, including OEM and proprietary parts, as required by this Contract. If during the term of the Contract, certain elevator or escalator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the City's designated contact. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to original or OEM parts and free from defects.
- E. Contractor shall make repairs of the following nature; this list is not all-inclusive:
- Replace Braille chicklet (push buttons)
 - Repair faulty signals
 - Install key switch bezels
 - Wiring issues (elevator stuck with doors open, replaced power supply, reset tripped overload)
 - Replace boards (DMC expansion boards, CLC board).
 - Software installation
 - Replace housings
 - Install ADA phones
 - Replace pickup roller
 - Adjust doors
 - Adjust door motors

- Replace doors

6. **ANNUAL SAFETY TEST**: Contractor shall test equipment as outlined in the American Standard Safety Code for Elevators & Escalators. The Contractor will perform governor and safety tests on traction elevators once per year and relief pressure test on hydraulic elevators once per year.

7. **EMERGENCY OR AFTER-HOURS REPAIRS**:

- A. The hours between 6:01 PM and 6:59 AM CST Monday through Friday, weekends, and City-observed holidays are considered "after-hours."
- B. The Contractor shall respond to emergency repairs verbally within 20 minutes and, if necessary, be on site within 45 minutes.
- C. The Contractor shall follow elevator entrapment protocol.
- D. The Contractor shall receive authorization to perform after-hours repairs and maintenance from the City-designated representative or their delegated representative.

ATTACHMENT A
BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 18-036 Elevator Repair and Maintenance in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations>
 - 1.1 To be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events. No unauthorized modifications may be made to the bid sheet.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 To do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**ATTACHMENT A- BID SHEET
CITY OF ROUND ROCK**

Solicitation Number: **IFB No. 18-036**
 Solicitation Description: **Elevator Repair and Maintenance**
 Offerer: **Cheryl Kaufman**

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 18-036 Elevator Repair and Maintenance. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and addendums and agrees to be bound by the terms therein.

An anticipated Contract award will be made by the City in an amount not-to-exceed \$75,000 per year. Pricing bid below is being collected for cost evaluation purposes only.

Special Instructions: All prices must be quoted in order to be considered responsive. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the bid sheet may jeopardize acceptance of the bid.

Cost = 60 points

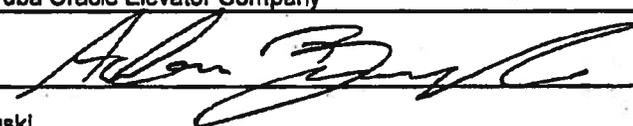
Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost
Maintenance and Repairs during standard work hours				
Service Technician	300	Hourly	\$ 115.00 -57.60	\$ 17,280.00 34,500.00
Elevator Apprentice	110	Hourly	\$ 115.00 -57.60	\$ 6,336.00 12,650.00
Elevator Helper	110	Hourly	\$ 105.00 -57.60	\$ 6,336.00 11,550.00
Emergencies/Repairs/Maintenance outside of standard work hours				
Service Technician	25	Hourly	\$ 245.00	\$ 6,125.00
Elevator Apprentice	25	Hourly	\$ 155.00	\$ 3,875.00
Elevator Helper	25	Hourly	\$ 155.00	\$ 3,875.00
Annual Total:				\$ 43,827.00 72,575.00

The information provided below will become part of the contract but will not be evaluated for cost.	
Replacement Parts and Materials	
Percent over cost:	15.00%

Attachment D - Respondent Questionnaire = 40 points
* Employee Training and Development = 10 points
* Equipment List = 5 points
Experience = 25 points

The following information shall be submitted with the Offer.

COMPANY NAME: AVL Elevator dba Oracle Elevator Company

SINGATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Adam Brazauski

EMAIL ADDRESS: adam.brazauski@oracleelevator.com

ATTACHMENT B:
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-036

RESPONDENT'S NAME: Oracle Elevator Company DATE: 9/20/18

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal/Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Texas Department of Public Safety
Name of Contact Steve Harper
Title of Contact Maintenance Supervisor
E-Mail Address Steven.harper@dps.texas.gov
Present Address 5805 N. Lamar Blvd
City, State, Zip Code Austin, TX 78752
Telephone Number (512) 423-4139 Fax Number: ()
2. Company's Name Alamo Area Council of Governments
Name of Contact Greg Galloway
Title of Contact Property Manager
E-Mail Address ggalloway@aacog.com
Present Address 8700 Tesoro Dr
City, State, Zip Code San Antonio, TX 78217
Telephone Number (210) 419-1993 Fax Number: ()
3. Company's Name Southwestern University
Name of Contact Tom Williams
Title of Contact Maintenance Supervisor
E-Mail Address williamt2@southwestern.edu
Present Address 1001 E. University Ave
City, State, Zip Code Georgetown, TX 78626
Telephone Number (512) 630-6101 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

City of Round Rock
18-036 Elevator Repair and Maintenance
IFB No. 18-036
Class/Item: 91013
September 2018

ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM

COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-036

RESPONDENT'S NAME: Oracle Elevator Co. DATE: 9/20/18

- CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**
- YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**
If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- Add additional pages as needed*

**ATTACHMENT D
RESPONDENT QUESTIONNAIRE
40 POINTS**

Name of Business:	AVL Elevator dba Oracle Elevator Company
Physical Address of Headquarters (HQ):	8800 Grand Oak Circle, Tampa, FL 33637
Physical Address of Serving Branch: (if different address from HQ)	101 E. 6 th Street, Austin, TX 78701, Unit: 900

1. How many years has your company been in the Commercial Elevator Maintenance and Repair business?

Number of years in the commercial Elevator Maintenance and Repair business:	15 Years
---	----------

2. Number of full time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	5
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3. **TRAINING AND DEVELOPMENT:** On a separate sheet of paper describe all training and development provided to your staff. **(10 Points)**

4. **EQUIPMENT LIST:** Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. **(5 Points)**

5. **EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. **(25 Points)**

- **Company work experience:** Describe recent company work experience (5 years or less) for at least 2 commercial or governmental contracts for Elevator Maintenance and Repair.
- **Individual Work Experience-** Include the resume of the owner, lead personnel, and technicians as well as certifications, licenses, and years of experience.

Attachment D

Training and Development

- Oracle Elevator is committed to its employee development. Our mechanics are the face of the company and their development is pivotal to our success.
- We provide on and offsite training regularly as well as at the request of the employee. Establishing a baseline is a must, but we will never deny an employee the opportunity to further their knowledge.
- Employees are required to attend mandatory weekly company safety meetings as well as allotted time provided to complete industry training, such as OSHA and CET certification.
- Estimated to be fully operational in October of 2018 in Dallas, Texas, Oracle Elevator is proud to be opening the Oracle Technical Center (OTEC). Here, employees nationwide will be required to complete training on reverse-engineered competitor equipment, process improvement in repairs, as well as having the opportunity to share experiences with peers nationwide.

Attachment D

Equipment List

Our field technicians are provided a company vehicle that is available for use 24/7. The vehicles provided are outfitted to house the most commonly needed replacement parts and tools to perform repairs. In addition, we carry locally OEM service tools for all Thyssenkrupp and Schindler hydraulic elevators to ensure timely troubleshooting and quick repairs.



EXHIBIT "A"

Attachment D

Company Work Experience

- **Texas Department of Public Safety**
 - We provide DPS with full maintenance and repair services for over sixteen different makes and models of elevators. Contract terms include 1 hour response times for callbacks and 20 minutes response time for entrapments (none so far). We maintain an "A" rating in the Texas Vendor Reporting Tracking System.

- **Texas Department of Transportation**
 - We provide TxDOT with full maintenance and repair services. Similar to the DPS contract, we have several different makes and models and required response times. We maintain an "A" rating in the Texas Vendor Reporting Tracking System.

Attachment D

Team Experience

- **Shaun Hudson – General Manager/Foreman**
 - 23 years in the industry, including new installation, modernization and maintenance mechanic experience in the Louisiana, Oklahoma and Texas markets
- **Adam Brazauski – Business Development Manager**
 - 8 years industry experience in maintenance, service and repair sales in the New York, California and Texas markets
- **Phil Esparza – Mechanic**
 - 9 years in the industry including new installation, modernization and maintenance mechanic experience in the New York City and Texas markets
- **Kevin Harris – Mechanic**
 - 5 years in the industry, specializing in maintenance and repair, 10 years in mechanical/hydraulic systems for the United States Navy in Texas
- **Sam Esparza – Helper**
 - A greenhorn in the industry, yet, thirsty to “learn the ropes”.



ORACLE
ELEVATOR

Raising Value™



ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

www.oracleelevator.com



EXHIBIT "A"

Oracle's Background

- An Independent Elevator Company, specializing in:
 - Service & Modernization
- Largest Independent in the U.S.
- All technicians trained and certified via the National "CET" program
- Servicing tens of thousands of elevators
- A+ BBB Rating
- 400+ Employees
- Financially backed by L Squared Capital Partners

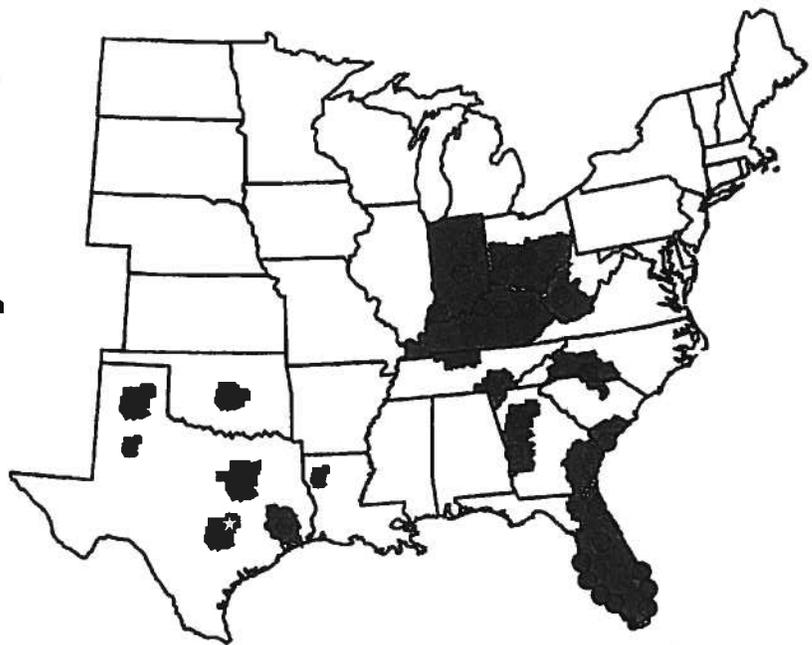


EXHIBIT "A"

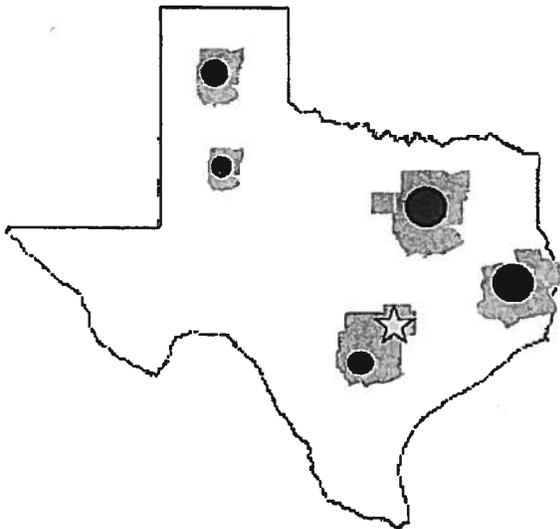
Locations

● Office
■ Serviced area

- **Florida**
 - Ft. Lauderdale
 - Ft. Myers
 - Jacksonville
 - Miami
 - Naples
 - Oriando
 - Sarasota
 - Tampa
 - West Palm Beach
- **Georgia**
 - Atianta
 - Columbus
 - Savannah
- **Indiana**
 - Evansville
 - Ft. Wayne
 - Indianapolis
- **Kentucky**
 - Lexington
 - Louisville
- **Louisiana**
 - Shreveport
- **North Carolina**
 - Charlotte
- **Ohio**
 - Cincinnati
 - Columbus
 - Dayton
- **Oklahoma**
 - Oklahoma City
- **South Carolina**
 - Hilton Head
- **Texas**
 - Amarillo
 - Austin
 - College Station
 - Dallas
 - Houston
 - Lubbock
 - San Antonio
- **Tennessee**
 - Chattanooga
- **West Virginia**
 - Charleston



Texas

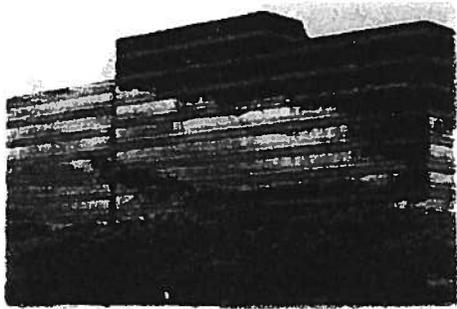


Texas Coverage

- 16 route technicians
- 20 repair/mod technicians
- 7 Team Leaders (Troubleshooter)
- 2 Customer Service Associates
- 5 New Business Development Managers
- 24/7 Coverage
- Technical Support available remotely 24/7
- Includes support for heavy repair such as motor, rope, & generator replacements



Major Projects



Fountain Head Office Building



City View Office Building



Sinclair Building



Lorenzo Hotel



**Texas Christian
University**

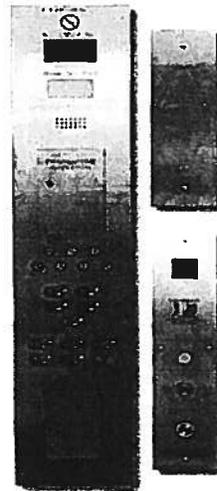
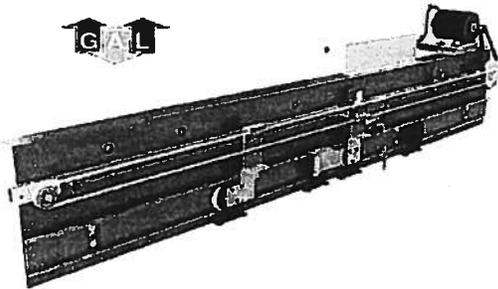


Texas A&M

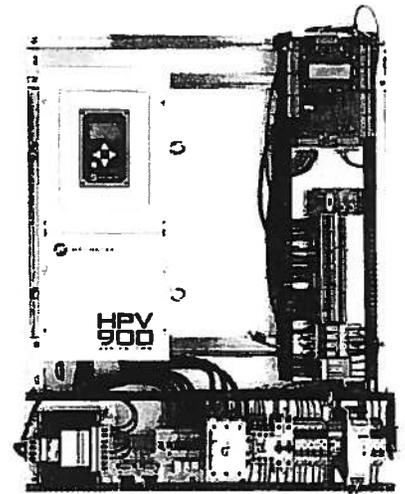


Non-Proprietary Equipment

- SMARTRISE Controller, GAL Door Equipment, Fixtures
- Substantially lower maintenance costs
- Serviceable by anyone
- Complete parts availability and support



INNOVATION
INDUSTRIES INC



SMARTRISE

ORACLE
ELEVATOR

EXHIBIT "A"

Maintenance Programs

- **Full Maintenance**
 - Customized programs designed to meet your specific needs
 - Regular, on-site inspection and preventive maintenance visits
 - Service calls during normal business hours
 - Optional 24/7 availability
 - All repairs covered
- **Standard Maintenance**
 - Regular, on-site inspection and preventive maintenance visits
 - Service calls during normal business hours
 - Minor parts replacement covered
 - Major repairs and overtime service calls billed separately
- **Limited Maintenance**
 - Monthly or quarterly on-site inspection and preventive visits



The Oracle Advantage

- Route Load maximum of 125 units per route:
 - Guaranteed Monthly Service
 - Inspections completed timely
 - 24 Hour Emergency Service
- Field Labor Force
 - Merit based company
 - Only independent company using nationally recognized accreditation: CET
 - 4 year comprehensive schooling
 - All mechanics are licensed by the State of Texas



Partnership Benefits



- Complete and managed service program
- Staff and tenant elevator education classes
- Quarterly reviews with property managers
 - Review service history
 - Inspection reports
 - Upgrade opportunities: cab interiors, capital budget planning



Referrals

Tom Williams

Southwestern University
1001 E. University Ave
Georgetown, TX 78626
P: (512) 630-6101
E: david.nielsen@transwestern.com

Steve Harper

TXDPS - Austin
5805 N Lamar Blvd
Austin, TX 78752
P: (512) 423-4139
E: steven.harper@dps.texas.gov

Gregory H Galloway II

Alamo Area Council of Governments
8700 Tesoro Dr. #160
San Antonio, TX 78217
P: (210)362.5228
E: ggalloway@aacog.com

Paul Tisch

Texas A&M University
400 Bizell Street
College Station, TX 77843
P: (512) 809-2244
E: paul.tisch@sscscserv.com

