

# OLD DOMINION UNIVERSITY STANDARD CONTRACT

Contract No. 11-221-0052-CCC

This contract entered into by and between Otis Elevator Company (hereinafter the "Contractor"), and Old Dominion University (hereinafter the "Client").

I. **WITNESSETH** that Contractor and the Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

## II. PERIOD OF PERFORMANCE:

The contract period shall commence upon final contract acceptance and execution, as evidenced by the latest execution date on the contract signature page, and will be in effect through September 30, 2012.

Upon mutual agreement between both the Contractor and the Client, this contract and subsequent period(s) of performance may be renewed for up to four (4) additional one (1) year periods.

The Contractor agrees that as part of this agreement, Contractor's response and to the Client's IFB #11-221-0052-CCC, including any and all associated terms and conditions, scope of service, and related pricing for same shall remain in effect throughout any and all "periods of performance", unless otherwise modified.

## III. CONTRACT AGREEMENT:

The contract agreement shall consist of the following documents:

- (1) This signed form;
- (2) Contractor's deficiencies listing as detailed in Exhibit A;
- (3) Contractor's Preventative Maintenance hour per monthly per elevator, as specified in Exhibit B;
- (4) Contractor's "Pricing Schedule", as specified in section VIII;
- (5) Where this Agreement is silent, the Client's original Request For Proposal, all associated attachments, addenda, and all negotiated changes shall control.

## IV. SCOPE OF SERVICES:

The Contractor shall provide to the Client, full service maintenance, repair, and emergency service for elevators presently owned, or as later acquired by the Client including those services as necessary to help the Client achieve its goals as outlined in the original RFP (#11-221-0052-CCC), the original response to same by the Contractor to include all additional and clarification documents provided, and all addendum.

### A. General Conditions:

1. The Contractor shall have inspected the elevators to establish building population, official working hours, and working conditions of the elevators specified herein.
2. The Contractor shall inspect each elevator to establish the condition of the elevator equipment. **No claims shall be allowed for the correction of maintenance deficiencies claimed to exist prior to the award of the contract except those listed in Exhibit A.**
3. The Contractor shall furnish all material, labor, supervision, tools, equipment, and incidentals necessary to provide full-maintenance services, including all inspection, adjustments, tests, parts replacement, and repairs necessary to keep the elevators in continuous use at their initial performance ability (same speed, capacity, safety and efficiency) as originally specified by the original equipment manufacturer. All adjustments and repairs must be in compliance with the current editions of ANSI/ASME A17 (A17.1, A17.2, and A17.3). At a minimum, Contractor shall provide Preventative Maintenance service time for each location as listed in **Exhibit B.**
4. The Contractor shall obtain all necessary licenses and permits required to perform the work. Contractor shall have in their possession through the term of the contract all diagnostic equipment necessary to fully maintain, test, repair, adjust, or reprogram the system. The

Contractor shall demonstrate the ability to interface with the microprocessor controller, to change parameters, and to otherwise communicate with the elevator to the Client's satisfaction. Contractor's service personnel shall be radio, cell phone or other means of remotely being dispatched.

5. Work shall consist of, but is not limited to, providing regularly scheduled preventive maintenance, repair service, emergency service, cleaning, lubrication, testing, adjustments, and repairs as may be required. Contractor shall also provide other ancillary duties such as maintaining proper maintenance records to ensure that the elevators are being maintained and operated in accordance with all applicable laws and codes. Contractor shall provide detail records for any and all Preventative Maintenance tasks completed.
6. Prior to and after performing services on the Client campus, the contractor shall sign in / sign out on a written log in the Maintenance Support Center located in the Facilities Management Building. Service tickets detailing which elevators have been serviced shall be left at the Maintenance Support Center when signing out. Any services resulting in equipment being secured will require the contractor to send an e-mail to Contract Administrator (Mark Flanagan at [mflanaga@odu.edu](mailto:mflanaga@odu.edu) and Hardy Peedin at [hpeedin@odu.edu](mailto:hpeedin@odu.edu)).

B. Specific Conditions:

1. Preventive Maintenance

On a monthly basis, the Contractor shall provide regular and systematic preventive maintenance. Preventive maintenance shall be performed in accordance with the original manufacturer's specifications. All elevators and related systems, equipment and components are included except those specifically listed in B. 17 entitled Exclusions. Any service not listed in the exclusions will be the responsibility of the contractor to complete. Work shall include, but is not limited to:

- a. Adjustment of acceleration, retardation, and running speed in feet per minute, with or without full rated load, and floor-to-floor opening and closing times.
- b. Inspection and replacement, as required, of all safety devices.
- c. Inspection and equalization of tension on all cables used. Inspect and renew all hoisting cables, governor cables, traveling conductor cables as required.
- d. Replacement of signal light bulbs and call buttons, as required.
- e. Repair or replacement of all parts and devices, not specifically excluded, as necessary to maintain equipment at required levels, to include but not limited to:
  - (1) Machine, worm, gear, thrust bearings, drive sheave, drive sheave, drive sheave shaft bearings, brake pulley, break coil, break contact, brake linings and component parts.
  - (2) Machine motor, motor generator, motor windings, rotating elements, commutator, brushes, brush holders and bearings.
  - (3) Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, selector tape or wire and mechanical and electrical driving equipment.
  - (4) Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws and safeties.

(5) Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes, including rollers and gibs.

(6) Hoistway door, interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

(7) Automatic power operated door operator, car door hanger, car door contact, door protective device(s), load weighing equipment. Car frame, car safety mechanism, platform, wood platform flooring, car guide shoes including gib and rollers.

(8) Car operating panel(s) and equipment, hall lanterns, hall buttons and signal devices including car communications system.

(9) Fireman recall controls and circuitry.

(10) Hydraulic systems with pumps, valves, oil, controls and piping.

- f. The shaftway, pits, top and bottom of cars, counterweights, buffers and equipment rooms shall be kept clean at all times.
- g. Spare parts, cleaning materials, lubricants, rags, etc., shall be removed from University premises after each performance of required or requested service delivery area.
- h. Examining, lubricating and cleaning of all elevator system components in accordance with manufacturer's instructions.
- i. Keep car emergency light units in an operable condition at all times, test and repair special emergency (fireman's service) service and emergency power circuits where provided in accordance with Code requirements. Document test results, and provide a copy of same to the appropriate University representative.
- j. The Contractor shall clean hoistway including all equipment located in or moving through the hoistway, car top, car sling safeties, appliances, pits, sills, door tracks and hanger.
- k. Oil Separator system, pit sumps pumping systems.
- l. Electrical system from the service disconnect to elevator controls.

2. Repair Service

- a. The Contractor shall have repair service available twenty-four (24) hours a day, seven (7) days a week at no additional cost to the Client. An answering machine shall not be considered an acceptable procedure for handling repair calls. This shall be considered a full service agreement and includes call back services during regular working hours for issues identified between Preventative Maintenance visits. Other emergency callback services provided after hours are available at the billing rates. However, in the event an elevator experiences the same problem after it is repaired by the Contractor (not as a result of vandalism or abuse), the response call shall be provided at no additional charge to the University.

- b. All calls placed for repair service shall be responded to "on Client premises" by the Contractor within two (2) hours of notification. The Contractor shall notify the Client of the approximate time of arrival at the Clients location.
- c. For emergency calls that involve the Client's faculty, staff, students, or visitors that are trapped in an elevator, Contractor shall make every effort to respond "on Client premises" immediately, not to exceed one (1) hour response.
- d. The failure of both elevators in one (1) tower of Whitehurst Hall or the failure of two (2) of the three (3) elevators located in the Batten Arts & Letters Building and/or the Perry Library, during other-than-normal working hours, shall constitute an emergency and shall be responded to within one (1) hour. The response calls shall be provided at no additional cost to the Client.
- e. All elevators and related systems, equipment and components are included except those specifically listed in B.17 entitled Exclusions. Any service not listed in the exclusions will be the responsibility of the contractor to complete.

3. Replacement Parts

- a. All parts furnished under this Contract shall be new and genuine manufacturers recommended or authorized replacement parts and lubricants. Use of used parts is strictly prohibited.
- b. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime.
- c. All routine repairs shall be accomplished within seven (7) days of notification unless specifically agreed to by the University agent.
- d. The Client will accept "equal to" or "re-built" repair parts in cases of obsolete parts. However, these parts must be approved by the Client's Contract Administrator prior to replacement and installation.

4. Prior Authorization

All service rendered to remedy a failure which meets the Scope of Work as stipulated herein, shall be made by the Contractor at no additional expense to the Client. Any service rendered outside of the Scope of Work shall be reimbursed in accordance with the contract labor rates for regular and overtime, as applicable. However, no work outside of the original Scope of Work shall be provided without prior authorization from the Client.

5. Diagrams

A complete set of current, legible schematic wiring diagrams shall be maintained in each elevator machine room for each elevator machine contained therein. The Client will provide as available all drawings, wiring diagrams, and related technical data, presently on hand, for the Contractor's use during the life of the contract. At the conclusion of the contract, the Contractor shall return all data to the Client. Any schematic wiring diagrams purchased by the Contractor for the Client shall become the property of the Client. All circuit changes made shall be clearly marked on each applicable wiring diagram, dated and numbered on the revision section of the wiring diagram.

6. Maintenance and Tests

Contractor shall perform, schedule and coordinate with the designated Client agent(s), the following maintenance and tests as required by the ANSI A-17 Code as currently in effect on the date of this contract. These tasks must be documented with a work order or other suitable written documentation to verify when this work was done and who the technician the performed the work was.

- a. Monthly Preventive Maintenance;
- b. Semi-Annual Inspection;
- c. Annual No Load Test; and
- d. 5 year Load Safety Test (per ANSI A17.1 Code in 1999 with weights)

- Notes:
- i. Care must be exercised so that the weights do not damage the tile floors.
  - ii. The Contractor shall advise the Client of any other test required by applicable law, code or ordinance not specified herein.

7. Independent Inspection Contractor

- a. A separate and Independent Inspection Contractor (contracted by the Client) shall perform the routine and periodic inspections required in Part X of the ANSI/ASME A17.1 and Article 21 of the BOCA Codes (Virginia Uniform Statewide Building Code). All inspections shall be made in accordance with the procedures established in the ANSI/ASME A17.2 and recorded on the appropriate inspection checklist for each type of elevator. **The Maintenance Service Contractor shall accompany the Independent Inspector Contractor when conducting elevator inspections. The Independent Inspection Contractor will coordinate scheduling the quarterly inspection with the Maintenance Service Contractor.** Contractor shall be present with Independent Inspector two times per year for inspection as scheduled and coordinated by the Client's contract administrator.
- b. A copy of the Independent Inspection Contractor's report shall be provided to the Maintenance Service Contractor and the Client. Contractor shall, as soon as practical, but in no case more than three (3) days, correct all deficiencies which constitute a safety hazard or potential safety hazard. All other maintenance deficiencies that are the responsibility of the maintenance contractor, shall be corrected within ten (10) days after receipt of the written inspection results. Failure to correct all the maintenance deficiencies shall be sufficient justification to withhold progress payments until the items are corrected to the Client's satisfaction. **Recurring significant maintenance deficiencies identified on the inspection report may result in termination for default and the appropriate action taken as outlined in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors Manual to ensure continued service.**
- c. Any elevator which has been determined to be unsafe to operate during an inspection by either the Independent Inspection Contractor or the Maintenance Service Contractor shall be immediately taken out of service and the unsafe condition immediately repaired. The elevator shall not be placed into service until the repair work and overall condition of the elevator has been determined to be safe by the Client's Independent Inspection Contractor.
- d. The Maintenance Service Contractor shall not be permitted to bid on the separate Elevator Inspection Service Contract.
- f. In the event a reinspection is required due to a defect with equipment covered by this contract, all costs of the Independent Inspection Contractor will be the responsibility of the Maintenance Service Contractor.

8. Maintenance Records and Schematics

- a. The Contractor shall be responsible for the maintenance of complete records. The Contractor's representative shall report to the designated Contract Administrator, or his designee, each time work is to be performed. A log book shall be maintained for each Zone and all service calls shall be entered therein. The log books shall be available for inspection at all times. On a monthly basis, the Contractor shall provide to the Client a complete report **by Zone**, in

accordance with section II.B.15 entitled Scheduled and Monthly Reports, detailing equipment performance and the condition of each elevator. Reports shall be provided to the Client as specified below: A semiannual report will be prepared detailing, (i) who corrected, and (ii) when the maintenance deficiencies were corrected, by the maintenance contractor.

Zone A - Mechanical Superintendent  
Attn: Mark Flanagan  
mflanaga@odu.edu  
Old Dominion University  
4401 Powhatan Avenue  
Norfolk, Va. 23529-0306

Zone B - Housing Maintenance Superintendent  
Attn: Ronald (Bill) Smith  
Old Dominion University  
4401 Powhatan Avenue  
Norfolk, Va. 23529-0306

Zone C - Mechanical Superintendent  
Attn: Mark Flanagan  
mflanaga@odu.edu  
Old Dominion University  
4401 Powhatan Avenue  
Norfolk, Va. 23529-0306

9. Contractor's Employees

All services shall be performed by certified elevator mechanics who are qualified through factory and/or other industry recognized certification and training programs, to work on the specific makes and models of elevators to be repaired, and who are directly employed and supervised by the Contractor. Evidence of stated qualifications shall be made available to the Client upon request. The Client reserves the right to reject any Contractor's employee who, in its sole judgment, is not adequately qualified to perform the work.

- a. Contractor's mechanics shall have a minimum of 5 years experience in the service and repair of elevators of the type covered in this contract and be certified through the National Elevator Industry Education Program (NEIEP), or National Association of Elevator Contractors Education Program (NAEC), and be a Certified Elevator Mechanic by the Department of Professional and Occupational Regulation (DPOR).
- b. A qualified elevator mechanic shall be present during the performance of any work under this contract.

10. Workmanship/ Repetitive Repairs

All work shall be made in a good workmanlike manner and shall be in accordance with the manufacturer's specifications and in accordance with all applicable codes, state and local regulations. In the event that an elevator experiences the same problem after it is repaired by the Contractor (not as a result of vandalism or abuse), the Contractor will provide the appropriate Client's Contract Administrator with a written explanation for the problem and what they will do to correct it. If the problem continues, the Client may have repairs made through another Contractor and deduct the amount of repairs from any monies that are to be paid to the Contractor. If the problem persists the Client may pursue termination for cause.

11. Contractor's Negligence

Any damages caused by the Contractor's negligence or nonfeasance shall be repaired at no additional cost to the Client.

12. Elevator Software  
Where proprietary software is required for diagnostic purposes, Contractor must have the ability to obtain these diagnostic services to meet the contract requirements for specified timeframes for performance of various tasks.
13. Building Access  
For work requests that occur during other than normal work hours, access to building(s) will be provided by (i) Department of Facilities Management staff, or (ii) Department of Public Safety staff. The point of contact will be provided upon award.
14. Work Hours and Check-In/Out Procedures  
a. Normal working hours at the University are 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays observed by the Client.  
b. All work performed during non-working hours shall be coordinated in advance with the designated Client Agent.
15. Scheduled and Monthly Reports  
a. Within ten (10) days of the award of the contract, the Contractor shall begin inspection and preventive maintenance on all elevators. A schedule shall be submitted to the Client listing the anticipated dates each inspection and preventive maintenance service is to be performed for each elevator. These maintenance visits shall be coordinated with the appropriate Client's Contract Administrator.  
b. Within ten (10) days of completion of the initial inspection of the elevators, and monthly thereafter, the Contractor shall submit to the Client, a written report which shall identify the date service was performed and the below listed additional information. **The monthly report is due on the first working day of the month following the month in which service was performed.**  
c. A general statement as to the condition of the equipment performance and recommendations for improvements. This report will be separate from the monthly service ticket.  
d. Specific recommendations for any major modification which will enhance the operation of this equipment or which may be required by changes in safety standards cited herein and which are beyond the scope of this contract.
16. Reimbursable Labor  
The Contractor may be reimbursed for service provided outside the original Scope of Work as provided herein. Said services must be authorized by the Client prior to commencement of delivery, and if authorized and approved by the Client, may be paid for the following:  
a. Actual time worked in quarter hour increments, a minimum charge for one (1) hour labor shall apply if that repair was the sole reason for the service call;  
b. Parts and Materials – Billed at Contractor's actual invoiced amount including tax if applicable.
- Note:** Contractor shall furnish to the designated Contract Administrator a certified original invoice to substantiate all billable part/material for those part(s) for which an original supplier's invoice cannot be obtained, an invoice produced on the Contractor's letterhead, attached to a copy of the supplier's specific catalog page/price list and proof of the discount offered by the supplier to the Contractor is acceptable. The Contractor shall provide a written statement to the Client stating why a supplier's original invoice could not be obtained.
17. Exclusions  
Only the following items of elevator equipment shall be excluded from the contract:

- a. The repairing or replacement finish flooring, telephone dial tone wiring, car enclosure, handrails, car and hoistway door panels, and sills and all underground piping and connections including cylinders and jacks.
- b. These exclusions shall not apply when damage to the aforementioned items is a result from the operations of the Contractor.
- c. The repairs which may be required as a result of vandalism or Client misuse of equipment shall not be the responsibility of the Contractor. A determination of "vandalism" or "misuse" shall be rendered **after** the Contractor has notified the appropriate Contract Administrator and a joint inspection of the damage area has been completed.

18. Contractor's Additional Information:

- a. Client will be established under the Contractor's E\*Service customer, allowing Client's personnel to place calls, monitor response times, review the maintenance being performed and create as well as review a variety of reports. The Client can also access the Contractor's Maintenance Management System (OMMS), OTISLINE, OtisROLE, Otis Event Driven E-Mail (EDE), Otis Service Center (OSC), Callback Reduction Center (CRC) and Remote Elevator Monitoring (REM).
- b. Contractor's field mechanics will have current licenses with the Virginia Department of Professional and Occupational Regulation (DPOR). All mechanics are certified through the National Elevator Industry Education Program (NEIEP) and all helpers are currently enrolled in the apprenticeship program offered by the International Union of Elevator Constructors (IUEC) Local 52 and NEIEP.

There are an additional mechanics currently employed by the Contractor as new equipment installation mechanics. Beyond the immediate local office, there are additional mechanics in the Richmond office that are available in the event of emergencies in the Hampton Roads area.

Contractor has two Regional Field Engineers to assist with a problem that cannot be resolved by a local technician. Combined, these Regional Field Engineers have over fifty (50) years of experience. There is a network of nineteen other Regional Field Engineers across the United States that are also available for technical assistance to include flying in for additional troubleshooting assistance.

The Contractor's local office is also supported by a regional and national support staff. Regional support staff is located in Charlotte, NC and is available at all times to assist in resolution of any service or contractual issue.

Contractor's national support staff is primarily located in two facilities, at our corporate headquarters facility (which includes our test tower, supply parts distribution center, and technical support center) in Farmington, CT and our new equipment support center in Bloomington, IN.

- C. Contract has a 7,500 square foot local warehouse that stocks more than 4,000 different repair components. At the Contractor's Service Center (OSC), located in Farmington, CT, more than 10,000 different line items are stocked with several thousand more available for immediate drop-shipment from 3<sup>rd</sup> party parts vendors. Contractor maintains parts availability agreements with all of the Original Equipment Manufacturers (OEMs) that do business in the United States as well as all of the non-OEM major parts suppliers to ensure prompt resolution



of customer issues.

All of Contractor's supply facilities are available for inspection at any time.

Any parts ordered before 7PM are available for overnight delivery to the Contractor's local office. All of the Contractor parts shipments arrive at their office prior to 10AM, with some deliveries as early as 8AM.

Contractor maintains a limited supply of materials in the individual elevator equipment rooms as most consumable parts are carried on the mechanic's vehicle. Any cleaning products used on ODU jobsites will not be flammable or volatile. Material Safety Data Sheets are available for all products supplied by the Contractor at the Clients request.

The Contractor's policy is to use only new and genuine manufacturers recommended parts and lubricants. Contractor will contact the Client's Contract Administrator before installing any refurbished components for obsolete systems.

D. Contractor intends to service the Client's equipment is as follows:

1. **QUALITY CONTROL:** Every Monday morning the Branch Manager, Senior Account Manager and the Maintenance Superintendent would meet to discuss the Client's Campus elevators callbacks from the previous week. We analyze the cause of the callback, response to the callback and the solution for the callback. Additionally, we plan and review any ongoing and upcoming repairs and open order projects to determine scheduling manpower, ordering any material needed and assessing any special needs of the Campus. Also we have constant communications with the Contract Administrator on a day to day basis.
2. **OTIS MAINTENANCE MANAGEMENT SYSTEM (OMMS):**  
*Otis Maintenance Management System (OMMS)* is a dynamic program that takes into account your elevator's maintenance needs, use and components life. Otis tailors inspections and maintenance schedules, based on your elevator's usage, for up to twelve (12) years or 5 million trips in advance. *OMMS* procedures are performed on your equipment at predetermined intervals. Components are replace before their normal life cycle ends and their performance deteriorates. Although we cannot guarantee that no malfunction will occur, *OMMS* procedures greatly minimize shutdowns. In addition, Otis will continually re-evaluate and improve the procedures. Engineering testing is constantly underway to update and improve *OMMS* maintenance techniques and *OMMS* materials. A brochure detailing *OMMS* follows this section of the RFP response.
3. **OTIS ROLE & OTIS CALLBACK REDUCTION CENTER:**  
Every field technician is backed by a team of remote online experts as part of our 24-hour network of technical support called *OtisROLE*. *OtisROLE* is staffed by experienced specialists for every type of equipment, regardless of manufacturer. Our technicians are never more than a phone call away from expert support. The *Otis CallBack Reduction Center (CBC)* utilizes these *OtisROLE* technicians in order to identify elevators with high callbacks and in conjunction with the local maintenance supervisors develop a solution to eliminate these high call back situations. A brochure detailing *OtisROLE* follows this section of the RFP response..

4. **OTISLINE:**  
Because elevator problems do not keep office hours, Otis offers *OTISLINE* service, an around the clock response call center with over 450 employees. You can call *OTISLINE* when you have any elevator problem, where a customer service representative, who specifically trained in responding to elevator callbacks and entrapments, is ready to respond quickly to your problem. Within minutes, a customer service representative can have a mechanic on the way to your building. Our service professionals are on call 24 hours a day, seven days a week to ensure a prompt professional response. A brochure detailing *OTISLINE* follows this section of the RFP response.
5. **E\*SERVICE:**  
*E\*Service* provides you the opportunity to access the information they want when they want it. *E\*Service* is an internet based tool that allows customers to place calls, inquire into service call status, review performance reports, and create automated reports tailored to your campus with just a click of a button. A brochure detailing *E\*Service* follows this section of the RFP response.
6. **EVENT DRIVE E-MAIL:**  
Event Drive E-Mail notifies customers when mechanics have serviced, repaired, or performed maintenance on their equipment. A brochure detailing *Event Driven E-Mail* follows this section of the RFP response.
7. **OTIS SERVICE CENTER:**  
The 200,000 square foot *Otis Service Center* maintains a \$30+ million dollar inventory of elevator and escalator parts for virtually every part needed to return any elevator to service regardless of the manufacturer under normal circumstances. All of these parts are available to the local offices for overnight delivery 24/7. The *Otis Service Center* also has specialist available to assist with locating obscure parts that are close to being obsolete. Additionally, locally we stock the elevator machine rooms, the technicians' vehicles and our centrally located warehouse with the most commonly used elevator parts in order to keep VCU elevators operating at top efficiency. The *OSC* ordering guide follows this section of the RFP response.
8. **REMOTE ELEVATOR MONITORING:**  
*Remote Elevator Monitoring (REM)* allows our experts to monitor 360 different components of an elevator. When *REM* detects a problem, the *REM* experts analyze, diagnose the cause for the Otis mechanic and send a *REM* call to the mechanic and to the Maintenance Supervisor. In many cases, this feature results in correcting elevator problems and shut downs before they are called into *OTISLINE*. If we are the successful company, we will install *REM* on the elevators that can support them, if ODU can provide a dedicated phone line. The *REM* brochure is included in the RFP response.
9. **MAINTENANCE CHECK CHART:**  
A separate *Otis Maintenance Check Chart* is provided in each elevator machine room for each individual elevator.

10. **OTISELEVATORCALLBACKLOG:**  
An *Otis Elevator Callback Log* is provided in each elevator machine room to detail any callbacks for that bank of elevators located in the machine room.
11. **OTIS ELEVATOR OIL LOG:**  
An *Otis Elevator Oil Log* is provided in each elevator machine room for each individual elevator to record any oil put into a hydraulic elevator system. Every time oil is taken out of our shop it is recorded and the maintenance supervisor is notified.
12. **SAFETY:**  
We think safety first. Each employee is responsible for his or her own safety, the safety of other workers and the safety of the riding public. Every employee is empowered to take any action necessary to eliminate the potential for an accident. As a result of our safety program, we are able to maintain our customer liability at an all time low exposure. Our safety program involves weekly safety meetings, monthly environmental health and safety (*EH&S*) meetings, quarterly safety breakfasts and lunches, seminars for specific safety concerns such as back injury reduction, standard work practices (*SWP*) for every elevator procedure and repair, written job hazard analysis (*JHA*) to be performed before each task, constantly scanning in and around the area for hazards (*HAZSCAN*), 100% commitment adhering to our cardinal rules for safety. Field audits of technicians and regional safety reviews annually. Otis Elevator Company takes extreme pride in being by far the elevator industry leader when it comes to our safety programs. We have the lowest incident rate of any elevator company in the world and we will continue our commitment to elevator safety so each elevator technician and elevator rider can report home as Elisha Otis stated in 1853 "*ALL SAFE*".

**C. Good-Faith Small, Woman and Minority (SWAM) Owned**

1. The Client is committed to (a) achieving the Commonwealth of Virginia's aspirational goal of forty percent (40%) SWAM participation for combined *prime contractor* and *subcontractor* spend, and (b) increasing participation of **Department of Minority Business Enterprise (DMBE) Certified** (i) small businesses, (ii) small woman-owned businesses, (iii) small minority-owned businesses, and (iv) businesses owned by service disabled veterans. The Client also encourages Contractor to provide for participation of small businesses, businesses owned by women and minorities, and businesses owned by disabled veterans through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses, and plans for involvement on this contract are required.
2. The Contractor is encouraged to subcontract any applicable services by partnering with qualified vendors that have also been certified as small, small woman-owned, small minority-owned, or service disabled veteran owned businesses through the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE).
3. **Contractor** shall be required to provide quarterly reports to the Client's Contract Administrator. The reports shall identify the subcontractors used during the performance of any subsequent contract, as follows:
  - a. For **DMBE Certified** subcontractors, quarterly reports verifying (i) those DMBE certified subcontractors being used, (ii) scope of goods and/or services being provided, (iii) payments to subcontract vendor(s) for current quarter **and** year-to-date totals, and (iv) percentage of same payments related to "overall" contract totals for current quarter **and** year-to-date totals; and

- b. For **non DMBE Certified** subcontractors providing services for contracts that exceed **\$200,000**, quarterly reports verifying (i) non-certified subcontractors being used, (ii) scope of goods and/or services being provided, (iii) payments to subcontract vendor(s) for current quarter **and** year-to-date totals, and (iv) percentage of same payments related to "overall" contract totals for current quarter **and** year-to-date totals.

**Note:** Failure to provide the quarterly reports as requested will result in non-payment to Contractor for any services provided and invoiced during that period, shall remain unpaid until such reports are provided, and unless provided will be considered a breach of contract.

4. For the purposes of this section, the following definitions shall apply:
- a. **Good faith SWAM owned business participation efforts:** The sum total of efforts by a particular business to provide equitable participation of SWAM subcontractors in the operations and contracts of such businesses.
    - 1. For past efforts, this sum total shall be comprised of the record of minority participation over the past two (2) years through employment, retention and promotion: subcontracting or joint ventures in the private sector; or a combination thereof.
    - 2. In connection with the performance of this contract, good faith efforts shall mean those measures which are proposed to allow equitable participation of SWAM subcontractors.
  - b. **Minority Owned Business Enterprise:** a business concern which is at least 51percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
  - c. **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
    - 1. **Asian Americans:** means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
    - 2. **African Americans:** means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
    - 3. **Hispanic Americans:** means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
    - 4. **Native Americans:** means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
    - 5. **Eskimos and Aleuts:** means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
  - d. **Small Business Enterprise:** an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
  - e. **Woman Owned Business Enterprise:** a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident

aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

## V. TERMS AND CONDITIONS:

The following terms and conditions shall remain in effect for the duration of the contract period, including and all renewal periods:

- A. **LAW:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia, specifically § [23-38.90](#) of the Code of Virginia and its associated *Rules Governing the Procurement of Goods, Services, Insurance and Construction* ("the Rules") and the *Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at [www.odu.edu/procurement](http://www.odu.edu/procurement) under "Information for Vendors".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their quotes, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act. (Rules §10) If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Rules §36)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. Old Dominion University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these

requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Contractor shall not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

F. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. Payment shall be deemed to have been made when offset proceedings have been instituted, as authorized under the Virginia Debt Collection Act (§2.2-4800 et seq.) of the Code of Virginia (Rules §42.A).
- e. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions to the extent that such contract provides for separate payment for such partial delivery or execution (Rules §42.B).

The payment date shall be the later of 30 days from the date of the receipt of goods or invoice, or the date establish by the contract. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Rules §44). All contract also shall require prompt payment of subcontractors by the general contract, upon receipt of payment by the Client (Rules §VIII.B).

- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Client shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal

action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Client for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the Client and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Client, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Client.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

G. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

H. **TESTING AND INSPECTION:** The Client reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

I. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Client.

J. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Client may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Client a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Client's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Client with all vouchers and records of expenses incurred and savings realized. The Client shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Client within thirty (30) days from the date of receipt of the written order from the Client. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Client or with the performance of the contract generally.
- K. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- L. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 212-057-8029.
- M. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- N. **INSURANCE and Licensing:** During the performance of this contract, including renewal periods, Contractor shall maintain the type of insurance coverage and minimum limits specified in the RFP, specifically those types and limits specified in section *III. General Terms and Conditions*, and a "Class A" license and registration through the Commonwealth's Department of Professional and Occupational Regulation (DPOR).
- O. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## VI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** The Contractor shall not state in any of its advertising or products literature that the Client has purchased or uses its products or services.
- B. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Client, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Client shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. **AUTHORIZED CONTRACT PARTICIPATION:** In accordance with the *University's Rules Governing Procurement of Goods, Services, Insurance and Construction ("Rules Document")*, specifically §6, Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or *Old Dominion University's* affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by the Contractor(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), any resultant contract(s) may be extended to the entities as indicated above to purchase at contract prices in accordance with contract terms and conditions. The Contractor(s) shall notify the *Client* in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor(s) will provide semi-annual usage reports for all entities accessing the contract(s). Participating entities shall place their own orders directly with the Contractor(s), and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from *Client*. *Client* shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor(s) to extend participation and use of the contract(s). It is understood and agreed that *Client* is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract(s) no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

- F. **CANCELLATION OF CONTRACT:** The Client reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales

or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

H. **DISCOUNTS**

1. **PROMPT PAYMENT DISCOUNTS:** The Client will pay within 30 days after acceptance.
2. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

I. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

J. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Client or to failure of the Client to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

K. **INSPECTION OF JOB SITE:** My signature on this contract constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Client.

L. **MINORITY/WOMAN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:**

A. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchase and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Client the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

M. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Client for one year with four successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Client's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- i. If the Client elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- ii. If during any subsequent renewal periods, the Client elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- O. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Client. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Client the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Client by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
- Q. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Client's satisfaction at the contractor's expense.
- R. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to [eva-catalog-manager@dgs.state.va.us](mailto:eva-catalog-manager@dgs.state.va.us).

**VII. COMPENSATION AND METHOD OF PAYMENT:**

Basic maintenance services will be paid on the basis of "monthly summary invoices" billed to the University. Invoices shall be submitted for payment directly to the payment address shown on the purchase order. At the time of invoicing, Contractor shall also provide a copy of the invoice to the designated University Agent(s) as specified herein:

ZONE A Maintenance Superintendent  
 Attn: Mark Flanagan  
 Old Dominion University  
 4401 Powhatan Avenue  
 Norfolk, VA 23509-0305

ZONE B Housing Operations  
 Attn: Bill Smith  
 Old Dominion University  
 Powhatan I  
 4701 Powhatan Avenue  
 Norfolk, VA 23509-0305

ZONE C Maintenance Superintendent  
 Attn: Mark Flanagan  
 Old Dominion University  
 4401 Powhatan Avenue  
 Norfolk, VA 23509-0305

Payment will be made after satisfactory completion of service as evidenced by the signed service ticket by the University's designated agent. Service ticket shall detail which elevators have been serviced and shall be left at Maintenance Support Center when signing out. A copy of all service tickets supporting an invoice must be included with the invoice in order to process it for payment.

**VIII. PRICING SCHEDULE:**

ZONE "A"					
Building/Location	# & Manufacturer	Type	# Landings	Cost/Month	Total/Year
Batten Arts & Letters	(3) Westinghouse	Cable Passenger	9	\$900.00	\$10,800.00
Batten Arts & Letter	(1) Porch Lift	Wheel Chair Lift	2	\$35.00	\$420.00
Chemistry	(1) Westbrook	Cable Passenger	4	\$250.00	\$3000.00
Health Science	(1) Dover (1) Canton	Hydraulic Passenger	3	\$95.00	\$1140.00
Perry Library	(2) ESCO	Hydraulic Passenger	4	\$200.00	\$1140.00
Perry Library	(1) Chiselbrook	Hydraulic Passenger	4	\$100.00	\$2400.00
Perry Library	(1) Montgomery	Hydraulic Passenger	4	\$100.00	\$1200.00

Child Study Center	(1) Chiselbrook	Hydraulic Passenger	2	\$100.00	\$1200.00
Child Study Center	(1) Schindler	Hydraulic Passenger	2	\$100.00	\$1200.00
Drags Hall	Delaware Elevator	Hydraulic Passenger	2	\$100.00	\$1200.00
Koch Hall	(1) Universal	Hydraulic Passenger	2	\$100.00	\$1200.00
Duckworth Hall	(1) Dover	Hydraulic Passenger	2	\$100.00	\$1200.00
Education Building	(1) Westinghouse	Cable Passenger	2	\$100.00	\$1200.00
Life Sciences Building	(1) ESCO	Hydraulic Passenger	3	\$100.00	\$1200.00
Constant Hall	(1) Webster	Hydraulic Passenger	2	\$100.00	\$1200.00
Rollins Hall	(1) Webster	Hydraulic Passenger	2	\$100.00	\$1200.00
Engineering Infill	(1) Cemo	Hydraulic Passenger	3	\$100.00	\$1200.00
Spong Hall	(1) Dover	Hydraulic Passenger	2	\$100.00	\$1200.00
Visual Arts Building	(1) Dover	Hydraulic Passenger	2	\$100.00	\$1200.00
Diehn Fine & Performing Arts Center	(1) Dover	Hydraulic Passenger	2	\$100.00	\$1200.00
Diehn Fine & Performing Arts Center	(1) National	Wheel-Chair Lift	1	\$35.00	\$420.00
ENCS	(2) ThyssenKrupp	Hydraulic Passenger	4	\$200.00	\$2400.00
*Woman Crew Center	(1) Otis	Hydraulic Passenger	2	\$90.00	\$810.00
*Monarch Theater	(1) Otis	Hydraulic Passenger	2	\$90.00	\$540.00
Oceanography Building	(1) Dover	Hydraulic Passenger	4	\$100.00	\$1200.00
GORNTOTeleTechNet	(1) Dover	Hydraulic Passenger	4	\$100.00	\$1200.00
Virginia Beach Higher Ed Center (VBHEC)	(1) Otis	Hydraulic Passenger	4	\$90.00	\$1080.00
VMASCTri City	(1) Otis (1) Otis	Hydraulic Passenger Hydraulic Passenger	2	\$180.00	\$2160.00
Powhatan Sports Complex	(1) Anderson Harold	Hydraulic Passenger	2	\$100.00	\$1200.00
Book Store - elevator Escalator	(2) Schindler (2) Schindler	Hydraulic Passenger	2	\$1200.00	\$14,400.00
Tennis Center	(2) Anderson Harold	Hydraulic Passenger	2	\$200.00	\$2400.00
Student Recreation Center	(2) Thyssenkrupp	Hydraulic Passenger	2	\$200.00	\$2400.00
Physical Science	(1) Otis	Hydraulic Passenger	4	\$100.00	\$1200.00
*Student Success Center	(1) Thyssenkrupp	Hydraulic Passenger	2	\$90.00	\$270.00
				<b>Total "ZONE A"</b>	<b>\$68,580.00</b>
<b>ZONE "B"</b>					
<b>Building/Location</b>	<b># &amp; Manufacturer</b>	<b>Type</b>	<b># Landings</b>	<b>Cost/Month</b>	<b>Total/Year</b>
Whitehurst Hall	(4) Westinghouse	Cable Passenger	4	\$1200.00	\$14,400.00
Old Dominion Inn	(1) Montgomery	Hydraulic Passenger	4	\$100.00	\$1200.00

The Ireland House	(1) Otis	Hydraulic Passenger	4	\$90.00	\$1080.00
The Scotland House	(1) MCE	Hydraulic Passenger	4	\$100.00	\$1200.00
The Virginia House	(1) Otis	Hydraulic Passenger	4	\$90.00	\$1080.00
The Dominion House	(1) Schindler	Hydraulic Passenger	4	\$100.00	\$1200.00
The England House	(1) Schindler	Hydraulic Passenger	4	\$100.00	\$1200.00
The France House	(1) Schindler	Hydraulic Passenger	4	\$100.00	\$1200.00
				<b>Total "ZONE B"</b>	<b>\$22,560.00</b>
<b>ZONE "C"</b>					
<b>Building/Location</b>	<b># &amp; Manufacturer</b>	<b>Type</b>	<b># Landings</b>	<b>Cost/Month</b>	<b>Total/Year</b>
Garage A	(1) Dover	Hydraulic Passenger	4	\$100.00	\$1200.00
Garage B	(1) Otis	Hydraulic Passenger	4	\$90.00	\$1080.00
Garage C	(4) Schindler	Hydraulic Passenger	5	\$400.00	\$4800.00
Garage D	(3) Otis	Hydraulic Passenger	5	\$270.00	\$3240.00
Garage E	(2) Canton	Hydraulic Passenger	5	\$200.00	\$2400.00
				<b>Total "ZONE C"</b>	<b>\$12,720.00</b>
				<b>Grand Total "ZONE A + B + C"</b>	<b>\$105,480.00</b>

\* New Installation Service Period – No Charge for the following:


- Women's Crew – Expires 1/8/2012
- Monarch Theater – Expires 3/26/2012
- Student Success Center – Expires 7/7/2012


Hourly Rates for Services Requested During Other than Normal Operating Hours:	
Regular	\$175.00
Overtime	\$191.89
Holiday	\$227.10
*Provide a list of recognized holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day	

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR: Otis Elevator Company**

**CLIENT: Old Dominion University**

By:   
 Title: Catharine L. Pierce, Contract Specialist

By:   
 Title: VP for Administration & Finance

Date: 9-30-11

Date: 10/11/11

ZONE "A"				
Building/Location	# & Manufacturer	Type	Deficiencies	
Batten Arts & Letters	3 Westinghouse	Cable Passenger	None	
Batten Arts & Letters	1 National	Wheel-Chair Lift	None	
Chemistry	1 Westbrook	Cable Passenger	Rust on tail end sheave and gov rope - potentially water damage	
Health Sciences	1 Dover	Hydraulic Passenger	Reinstall Fire extinguisher	
Health Sciences	1 Canton	Hydraulic Passenger	None	
Perry Library	2 ESCO	Hydraulic Passenger	Repair car flooring	
Perry Library	1 Chiselbrook	Hydraulic Passenger	Reinstall Phase I SES instructions	
Perry Library	1 Montgomery	Hydraulic Passenger	None	
Child Study Center	1 Chiselbrook	Hydraulic Passenger	Reinstall Fire extinguisher; equipment stored in machine room	
Child Study Center	1 Schindler	Hydraulic Passenger	Pit light (if caused by electrical issue)	
Dragas Hall	1 Delaware	Hydraulic Passenger	Remove cardboard floor; reinstall missing bolts on defuser in car ceiling; reinstall missing ceiling tiles; missing aux switch in disconnect for battery lowering	
Koch Hall	1 Universal	Hydraulic Passenger	None	
Duckworth Hall	1 Dover	Hydraulic Passenger	None	
Education Building	1 Westinghouse	Hydraulic Passenger	No switch in disconnect to enable battery lowering	
Life Sciences Building	1 ESCO	Hydraulic Passenger	Reinstall devices on both car doors used as secondary means if relating cable breaks	
Constant Hall	1 Webster	Hydraulic Passenger	None	
Rollins Hall	1 Webster	Hydraulic Passenger	None	
Engineering Infill	1 Cemo	Hydraulic Passenger	None	
Spong Hall	1 Dover	Hydraulic Passenger	None	
Visual Arts Building	1 Dover	Hydraulic Passenger	None	
Diehn Fine & Performing Arts Center	1 Dover	Hydraulic Passenger	None	
Diehn Fine & Performing Arts Center	1 National	Wheel-Chair Lift	Nonr	
Women Crew Center	1 Otis	Hydraulic Passenger	None	
Monarch Theater	1 Otis	Hydraulic Passenger	None	
Oceanography Building	1 Dover	Hydraulic Passenger	Repair car flooring; remove items stored in machine room; screw missing from lighting disconnect	
GORNT0 TeleTechNet	1 Dover	Hydraulic Passenger	No switch in disconnect to enable battery lowering; remove items stored in machine room	
Virginia Beach Higher Ed Center (VBHEC)	1 Otis	Hydraulic Passenger	None	
VMASC	1 Otis	Hydraulic Passenger	None	
Tri City	1 Otis	Hydraulic Passenger	Reinstall fire extinguisher	
Powhatan Sports Complex	1 Anderson Harold	Hydraulic Passenger	None	
Book Store	4 Schindler	Hydraulic Passenger (2) Escalator (2)	Install missing lock on machine room door and adjust latch; remove items stored in machine room; too hot in machine room	
Tennis Center	2 Anderson Harold	Hydraulic Passenger	None	
Student Recreation Center	2 Thyssenkrupp	Hydraulic Passenger	None	
Engineering and Computational Science	2 Thyssenkrupp	Hydraulic Passenger	Properly secure car light disconnect in machine room	
Physical Science	1 Thyssenkrupp	Hydraulic Passenger	None	
Student Success Center	1 Otis	Hydraulic Passenger	None	



Building/Location	# & Manufacturer	Type	Deficiencies
<b>ZONE "B"</b>			
Building/Location	# & Manufacturer	Type	Deficiencies
Whitehurst Hall	4 Westinghouse	Cable Passenger	Secure greenfield hanging from ceiling in front of controller; repair hole under 3rd floor hall station
Old Dominion Inn	1 Montgomery	Hydraulic Passenger	None
Ireland House	1 Otis	Hydraulic Passenger	Pit light (if caused by electrical issue); reinstall missing braille
Scotland House	1 MCE	Hydraulic Passenger	None
Virginia House	1 Otis	Hydraulic Passenger	Reinstall capacity plate inside elevator
Dominion House	1 Schindler	Hydraulic Passenger	None
England House	1 Schindler	Hydraulic Passenger	Reinstall Phase II SES instructions
France House	1 Schindler	Hydraulic Passenger	None
<b>ZONE "C"</b>			
Building/Location	# & Manufacturer	Type	Deficiencies
Garage A	1 Dover	Hydraulic Passenger	Repair floor tile;
Garage B	1 Otis	Hydraulic Passenger	Bump in car ride (potential installation error)
Garage C	4 Schindler	Hydraulic Passenger	Machine room door will not latch; Reinstall Phase II SES instructions; remove additional materials from machine room;
Garage D	3 Otis	Hydraulic Passenger	Outlets in machine room non-GFCI; missing hoistway access switches; missing egress signs in lobby; AC unit in machine room not wired properly; Sump pump outlet needs to be non-GFCI; missing SES Phase I instructions; secure fire service module
Garage E	2 Canton	Hydraulic Passenger	None

## EXHIBIT B

## PREVENTATIVE MAINTENANCE HOURS

CONTRACT #11-221-0052-CCC

Contractor shall inspect each elevator to establish the condition of the elevator equipment. Contractor shall provide Preventative Maintenance at each building location based on the number of hours / month as listed below:

<b>ZONE "A"</b>			
<b>Building/Location</b>	<b># &amp; Manufacturer</b>	<b>Type</b>	<b>Preventative Maintenance Hours / Month</b>
Batten Arts & Letters	(3) Westinghouse	Cable Passenger	3.00
Batten Arts & Letter	(1) Porch Lift	Wheel Chair Lift	0.25
Chemistry	(1) Westbrook	Cable Passenger	1.00
Health Science	(1) Dover (1) Canton	Hydraulic Passenger	0.75 0.75
Perry Library	(2) ESCO	Hydraulic Passenger	1.50
Perry Library	(1) Chiselbrook	Hydraulic Passenger	0.75
Perry Library	(1) Montgomery	Hydraulic Passenger	0.75
Child Study Center	(1) Chiselbrook	Hydraulic Passenger	0.75
Child Study Center	(1) Schindler	Hydraulic Passenger	0.75
Drags Hall	(1) Delaware Elevator	Hydraulic Passenger	0.75
Koch Hall	(1) Universal	Hydraulic Passenger	0.75
Duckworth Hall	(1) Dover	Hydraulic Passenger	0.75
Education Building	(1) Westinghouse	Cable Passenger	0.75
Life Sciences Building	(1) ESCO	Hydraulic Passenger	0.75
Constant Hall	(1) Webster	Hydraulic Passenger	0.75
Rollins Hall	(1) Webster	Hydraulic Passenger	0.75
Engineering Infill	(1) Cemo	Hydraulic Passenger	0.75
Spong Hall	(1) Dover	Hydraulic Passenger	0.75
Visual Arts Building	(1) Dover	Hydraulic Passenger	0.75
Diehn Fine & Performing Arts Center	(1) Dover	Hydraulic Passenger	0.75
Diehn Fine & Performing Arts Center	(1) National	Wheel-Chair Lift	0.75
ENCS	(2) ThyssenKrupp	Hydraulic Passenger	0.75
Woman Crew Center	(1) Otis	Hydraulic Passenger	0.75
Monarch Theater	(1) Otis	Hydraulic Passenger	0.75
Oceanography Building	(1) Dover	Hydraulic Passenger	0.75
GORNTO TeleTechNet	(1) Dover	Hydraulic Passenger	0.75
Virginia Beach Higher Ed Center (VBHEC)	(1) Otis	Hydraulic Passenger	0.75
VMASC	(1) Otis	Hydraulic Passenger	0.75
Tri City	(1) Otis	Hydraulic Passenger	0.75

Powhatan Sports Complex	(1) Anderson Harold	Hydraulic Passenger	0.75
Book Store - elevator Escalator	(2) Schindler (2) Schindler	Hydraulic Passenger	3.50
Tennis Center	(2) Anderson Harold	Hydraulic Passenger	1.50
Student Recreation Center	(2) Thyssenkrupp	Hydraulic Passenger	1.50
Engineering and Computational Sciences	(2) Thyssenkrupp	Hydraulic Passenger	1.50
Physical Science	Otis	Hydraulic Passenger	0.75
Student Success Center	(1) Thyssenkrupp	Hydraulic Passenger	0.75
<b>ZONE "B"</b>			
<b>Building/Location</b>	<b># &amp; Manufacturer</b>	<b>Type</b>	<b>Minimum Preventative Maintenance Hours / Month</b>
Whitehurst Hall	(4) Westinghouse	Cable Passenger	4.00
Old Dominion Inn	(1) Montgomery	Cable Passenger	0.75
The Ireland House	(1) Otis	Cable Passenger	0.75
The Scotland House	(1) MCS	Cable Passenger	0.75
The Virginia House	(1) Otis	Cable Passenger	0.75
The Dominion House	(1) Schindler	Cable Passenger	0.75
The England House	(1) Schindler	Cable Passenger	0.75
The France House	(1) Schindler	Cable Passenger	0.75
<b>ZONE "C"</b>			
<b>Building/Location</b>	<b># &amp; Manufacturer</b>	<b>Type</b>	<b>Minimum Preventative Maintenance Hours / Month</b>
Garage A	(1) Dover	Hydraulic Passenger	0.75
Garage B	(1) Otis	Hydraulic Passenger	0.75
Garage C	(4) Schindler	Hydraulic Passenger	3.00
Garage D	(3) Otis	Hydraulic Passenger	2.25
Garage E	(2) Canton	Hydraulic Passenger	1.50