



SCHOOL BOARD ACTION REPORT

DATE: Feb. 23, 2021
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0102, fhpodesta@seattleschools.org

For Introduction: March 24, 2021
For Action: March 24, 2021

1. TITLE

Renew Master State Elevator Maintenance and Repair Contract

2. PURPOSE

This Board Action Report (BAR) is to renew the Master State Contract No. 01219 with winning vendor Eltec from April 1, 2021-March 31, 2022.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute the elevator conveyance maintenance and repair contract with Eltec in the amount of \$290,000 with any minor additions, deletions and modifications deemed necessary by the Superintendent to implement the contract. Immediate action is in the best interest of the district.

4. BACKGROUND INFORMATION

a. Background

This contract is for required routine maintenance of all elevators, lifts and hoist conveyances in the district, as required by Washington State Department of Labor and Industries. Under the previous state of Washington Department of Enterprise Services contract, the district was required to compete within the state of Washington's shortlist of prequalified elevator contractors. Eltec was awarded the district's previous contract via that state contracting method. The new state of Washington contract, which is valid Jan. 1, 2020-Jan. 1, 2022, identifies final winning firms by zip code for the geographic areas they serve throughout the state. There were several available contractors in the Seattle area. According to Seattle Public Schools Facilities Operations Analyst Michael Ames, who served on the state selection committee, Eltec was chosen because they offered the lowest pricing schedule on the state contract and were familiar with the complexities of all the district's unique locations and needs. While the state contract is valid for Jan. 1, 2020-Jan. 1, 2022, Seattle Public Schools' contract would be April 1, 2021-March 31, 2022.

b. Alternatives

There are no viable alternatives to having an elevator maintenance contract in place.

c. **Research**

N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$290,000.

The revenue source for this motion is the State Apportionment/General Fund.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

The selection of this contract was designed to provide equitable access to school facilities across the city.

8. STUDENT BENEFIT

Routine maintenance of all elevators in the district and repairs are a health, safety and accessibility issue for district facilities.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 requires School Board approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on March 11, 2021. The committee reviewed the motion and moved the item forward with a recommendation for approval by the full board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will be executed with Eltec through the State Master Contract 01219 on April 1, 2021.

13. ATTACHMENTS

- Washington State Master Contract No. 01219 Amendment No. 1 (for approval)
- Washington State Master Contract No. 01219 (for reference)



SEATTLE SCHOOL DISTRICT NO. 1
AMENDMENT NO. 1
CONTRACT NO. ILA01219
ELEVATOR MAINTENANCE AND REPAIR

THIS AMENDMENT is made between the Seattle School District No. 1, (hereinafter called “District”), and Eltec Systems, LLC (hereinafter called “Vendor”) regarding Work Agreement ILA01219, as part of the Master State Contract No. 01219 for Elevator Maintenance and Repair.

Whereas, the District and the Vendor entered into a three-year contract dated April 26, 2018, and herein incorporated by this reference, and;

Whereas, the District and the Vendor acknowledge that the contract allows the ongoing option for 1-year contract extensions throughout the term of the State Contract under the same terms and conditions. The District and the Vendor wish to exercise the first option to renew and extend the term of the contract for one (1) additional year. Due to the increase in conveyances, the contract amount will increase \$5,000.

NOW, THEREFORE, District and Vendor agree as follows:

1. Term. The term of the contract is extended from April 1, 2021 to March 31, 2022;
2. Contract Amount. The extension amount will be **TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000)**.
3. Any of the other provisions of the subject contract not modified in writing shall remain in full force and effect.

<u>Exhibit</u>	<u>Description</u>
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ELTEC SYSTEMS, LLC

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Signature

(Vendor Representative)

JoLynn Berge

Title

Chief Financial Officer
Title

Date Signed

Date Signed

Company Name

Employer I.D. No. or Social Security No.



Renew Master State Elevator Maintenance and Repair Contract

Washington State Master Contract No. 01219

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the district will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Michael Ames
Facilities Operations Analyst
mwames@seattleschools.org

The board action report attachment provides the signed executive approval form for Seattle Public Schools to execute Washington State Master Contract No. 01219 with Eltec, LLC for \$285,000. It also provides the elevator maintenance and repair work agreement, which includes scope of work, schedule, contract price, communication, vendor's reports, personnel, and additional terms and conditions of the contract.

Superintendent's Office
Every Student. Every Classroom. Every Day.
Three Goals 50,000 Journeys and Counting



EXECUTIVE APPROVAL FORM

This form is to be used for contracts, MOU's, and grants above \$75,000 and for sole source and emergency approvals. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board approval, a copy of the approved Board Action Report must be included.

TO: Chief Financial Officer (for approvals up to \$100,000)
Superintendent (for approvals over \$100,000)

Requesting Approval for (Check all that apply):	<input type="checkbox"/> Contract/PSC/PO	<input type="checkbox"/> MOU	<input type="checkbox"/> Grant
	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Emergency	<input type="checkbox"/> Other: _____
	<input checked="" type="checkbox"/> Inter-Local Cooperative Agreement		
Project Title/Description /Reason Procurement Requested: Elevator Maintenance and Repair			
Contract Amount: \$285,000			

The subject and attached material have been reviewed with the appropriate staff members as indicated by the signatures below. **All policies and legal requirements have been followed.** If the material meets your approval, please sign and return to the initiator's office. The page(s) requiring your signature have been tagged.

Attachment(s)/ Supporting Documentation Contract Documents, Interlocal Document	Related Policy or RCW(s) or WAC(s) 28A 335 190	
Initiator/Staff Member Information		
(1) Name (Print) Michael Ames	Signature <small>DocuSigned by:</small> <i>Michael Ames</i>	Date 4/10/2020
Email/Phone mwames@seattleschools.org 206-252-0556	Department <small>F572876741C84EF...</small> Facilities Operations	
ROUTING APPROVAL (For Contracts, Personal Service Contracts/ Purchase Orders \$75,000 - \$100,000)		
(2) Manager/Principal (Print) Chris Richardson	Signature <small>DocuSigned by:</small> <i>CR</i>	Date 4/10/2020
(3) Director (Print) Frank Griffin	Signature <small>0F98EC74DAD945E DocuSigned by:</small> <i>Frank Griffin</i>	Date 4/10/2020
(4) Facilities Finance (Capital only) (Print)	Signature <small>E1223F85BB314BA...</small>	Date
(5) Procurement (Purchasing/Contracting) (Print) Nancy Milgate	Signature <small>DocuSigned by:</small> <i>Nancy Milgate</i>	Date 4/10/2020
(6) Legal (Print) Ronald Boy	Signature <small>680775B03937458 DocuSigned by:</small> <i>Ronald Boy</i>	Date 4/10/2020
(7) Accounting (for encumbrance)* (Print) Amy Fleming	Signature <small>850301E13AD64E5... DocuSigned by:</small> <i>Amy Fleming</i>	Date 4/13/2020
(8) Chief of Department (as appropriate) (Print) Fred Podesta	Signature <small>6C622B94E8294F4... DocuSigned by:</small> <i>Fred Podesta</i>	Date 4/13/2020
(9) Chief Financial Officer* (Print) JoLynn Berge	Signature <small>836D753B462A481... DocuSigned by:</small> <i>JoLynn Berge</i>	Date 4/14/2020
FINAL APPROVAL (for Contracts \$100,000 - \$250,000)		
(10) Superintendent Designee (Superintendent to execute contracts over \$250,000 after Board approval)* (Print)** JoLynn Berge	Signature <small>DocuSigned by:</small> <i>JoLynn Berge</i>	Date 4/14/2020
BOARD APPROVAL (for Contracts OVER \$250,000)		
(11) Board Action Approval Date April 7, 2020	<input type="checkbox"/> Approved Board Action Report (BAR) attached	

*Contract executor(s) – See Superintendent Procedures 6220SP.A, Attachment 1 for contract signature authorities
 **If Board Action Approval is appropriate, skip Superintendent signature until Board approves. Once approved by Board, then have Superintendent sign-off.

SEATTLE PUBLIC SCHOOLS

Personal Service Contract Cover Sheet

(To be used for contracts awarded as a result of the RFP/RFQ process only)

Contract ILA01219: Elevator Maintenance and Repair

CONTRACTOR NAME AND ADDRESS
(Legal Name – MUST be same as registered with Tax ID number)

Eltec, LLC

Name

DBA

2025 1st AVE #790

Address

Seattle, WA 98121

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

601 850 542

WA State Business License UBI#)

206-303-9789

Phone

Fax

cpalmquist@eltec.cc

Email

117769

7800001140-41

Acctg Use: Vendor#

PO#

This agreement is made between the Seattle School District (“the District”) and the above-named contractor (the “Contractor”)

District employees, other than personnel in the District Financial Services Department are not authorized to make promises for contractual services, promises for a particular period of time or promises of a particular level of payment. Any verbal or written statements to that effect by District employees other than Financial Services personnel are null and void.

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name Maintenance Mail Stop 23-363 Phone 206-252-0556

CONTRACT AMOUNT \$285,000 **CONTRACT EXPIRATION DATE** 3/31/21

As an authorized representative of the originating school/department and having budget authority to authorize the disbursement of funds from the budget line give below, I declare that:

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name Chris Richardson Title Maintenance Manager

Signature  Date 4/10/2020

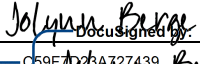
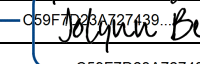
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SCHOOL BASED CONTRACTS OVER \$25,000

Executive Director for Schools _____
Print Name Signature Date

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2020	1000	36297641CM	0710

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000 _____ Date _____ Accounting Director
 Contracts \$75,000 and over  Date 4/14/2020 Chief Financial Officer
 Contracts over \$100,000  Date 4/14/2020 Superintendent

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FOR ACCOUNTING USE ONLY

Funds Available _____ Date 4/10/2020
 Grants Acctg Review _____ Funds Encumbered  Contract Acctg Review _____

SEATTLE PUBLIC SCHOOLS

Personal Service Contract Cover Sheet

(To be used for contracts awarded as a result of the RFP/RFQ process only)

Contract ILA01219: Elevator Maintenance and Repair

WORK AGREEMENT ELEVATOR MAINTENANCE AND REPAIR

This Work Agreement, ILA01219, as part of the Master State Contract 01219, is effective upon execution by both parties by and between Seattle School District No. 1, a Washington municipal corporation (District), and Eltec Systems, LLC (Vendor). The District and Vendor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in this Work Agreement and in the State Contract 1219, Conveyance Maintenance and Repair. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through March 31, 2021 (Initial Term). With the mutual approval of the District and the Vendor, the parties shall have the ongoing option for 1-year contract extensions (Renewal Terms) through the term of the State Contract under the same terms and conditions. Either party may terminate this Agreement at any time upon thirty (30) days written notice per the terms of Article 9, General Conditions.

2. CONTRACT PRICE

District agrees to pay Vendor an amount, on a time and materials basis, estimated to be **TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000.00)**. This amount constitutes the "Maximum Authorized Compensation" for services to perform the work for each project identified for the District locations.

This amount shall constitute complete compensation for all costs and fees incurred and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid quarterly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in Section 3 below.

3. COMMUNICATION

The District's representative for this contract is Chris Richardson, Manager Maintenance. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:	Chris Richardson Maintenance Manager Seattle School District No. 1 Mail Stop 23-366 P.O. Box 34165 Seattle, WA 98124-1165	To the Vendor:	Caren Palmquist Service Sales Eltec Systems, LLC 2025 First Ave., Suite 790 Seattle, WA 98121
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Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions listed above.

4. VENDOR'S REPORTS

Vendor shall provide reports and other documentation as requested by the District and as specified in the referenced documents.

Contractor shall be required to submit written inspection reports separately for each unit inspected within 10 days of the scheduled completion date.

Submit reports to the following:

Seattle Public Schools
c/o Facilities Operations Center, MS 23-364
2445 Third Ave. South
Seattle, WA 98134

Or emailed to: FOC@seattleschools.org

5. **PERSONNEL**

Vendor shall assign the personnel listed in State Contract 01219, for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS AND REFERENCED DOCUMENTS:**

Exhibit	Topic
A	Additional Terms and Conditions
Referenced Document:	State Contract 01219 – Conveyance Maintenance and Repair

ELTEC SYSTEMS, LLC

Signature

Garrison W. Ferguson
(Vendor Representative)

Title

CEO
MARCH 27, 2020

Date Signed

ELTEC

Company Name

91-1885327
Employer I.D. No. or Social Security No.

SEATTLE SCHOOL DISTRICT NO. 1

DocuSigned by:

JoLynn Berge
Signature

JoLynn Berge

CFO/Superintendent Designee

Title

4/14/2020

Date Signed

SEATTLE SCHOOL DISTRICT NO. 1

ADDITIONAL TERMS AND CONDITIONS

ARTICLE 1 - VENDOR'S SERVICES AND RESPONSIBILITIES

1.1 Services. Vendor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 Manner of Performance. Vendor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Vendor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Vendor under this contract.

1.4 Correction of Noncompliances. Vendor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 Vendor's Personnel. All personnel employed by Vendor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Vendor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Vendor of responsibility for such person. If any personnel are reassigned or replaced by Vendor upon District's request, Vendor shall replace them with personnel approved by District.

1.6 Vendor Employee Background. Pursuant to RCW 28A.400.330, Vendor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Vendor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

1.7 Compliance with Laws

1.7.1 General. Vendor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Vendor shall furnish such documents as may be required to effect or evidence such

compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Vendor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any Vendor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ARTICLE 2 - PAYMENTS TO VENDOR

The compensation shall be made no more frequently than on a quarterly basis and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Vendor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Vendor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

Contractor shall submit all invoicing to the District's Accounts Payable Department in electronic form to:

AccountsPayable@seattleschools.org

Invoices shall be sent within 30 days of service, and shall include the following information:

- Name of School
- Site address
- Conveyance Number
- Date and time of service
- District's contract liaison
- District's work order ID number
- Detailed description of the services and supplies provided
- Proof of service
- Applicable prompt payment discount(s).
- State and local sales taxes, as required by Washington State Department of Revenue
- Address where payment is to be mailed

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - VENDOR'S ACCOUNTING RECORDS

The Vendor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Vendor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Vendor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Vendor shall provide District access to (and District shall have the right to examine, audit and copy) all of Vendor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with Districtship of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Vendor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Vendor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Vendor, any of its subcontractors, or any employee(s) of Vendor in connection with this Agreement. District shall hold Vendor or its subcontractors harmless for District's reuse of documents on a project other than this Project.

5.3 Nondisclosure. Vendor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Vendor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Vendor; or (c) the information is obtained by Vendor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Vendor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Vendor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Vendor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Vendor; Vendor's subcontractors or subcontractors; the directors, officers, employees or agents of Vendor or any of its subcontractors or subcontractors; or anyone acting on Vendor's behalf in connection with the Services or this Agreement. However, Vendor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Vendor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Vendor further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. Vendor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Vendor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Vendor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Vendor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS

7.1 General Provisions

A. Vendor shall, at its sole cost and expense, with respect to Vendor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Vendor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or

insurance is mandatory or merely elective under the law. Prior to commencing the Work, Vendor shall furnish to District assurance and evidence acceptable to District of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Vendor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Vendor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Vendor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Vendor shall, at its sole cost and expense, secure such liability insurance as will protect Vendor, its employees, officers, representatives and agents, District and District's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Vendor's operations or performance of Vendor's obligations under this Contract, whether such performance is by Vendor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to District.

7.2 Vendor's Liability Insurance. Vendor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect District, District's Representatives, Construction Manager, Architect/Engineer and Vendor from the following claims which may arise out of, result from or relate to Vendor's operation or performance under the Contract:

- a. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- d. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Vendor, or (2) by any other person;
- e. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- f. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form.

The insurance required by 7.2 shall include contractual liability insurance applicable to Vendor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to District.

7.3 Limits of Liability

The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by District. The amounts of insurance shall not be less than:

workers' compensation	statutory
employer's liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property	\$1,000,000/\$2,000,000
damage	
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed	\$1,000,000/\$2,000,000
operations	
fire legal liability	\$100,000
automobile liability (owned,	\$1,000,000 per occurrence
non-owned, leased or hired)	
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

7.4 Coverage Period

Vendor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Vendor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by District and all operations of Vendor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Vendor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance

Prior to the execution of the Contract (or within such further time as District may allow in writing), Vendor shall deliver to District Certificates of Insurance in a form acceptable to District as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the District and District's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to District and additional insureds. Vendor shall also furnish District with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as District may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to District.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration

In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Vendor shall deliver to District a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation

Vendor shall ensure that any policies of insurance that Vendor or any of its subVendors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name District and District's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against District, the Construction Manager, the Architect/Engineer and District's Representative. To the extent permitted by its insurance policies, Vendor hereby waives its rights of subrogation against District, the Construction Manager, the Architect/Engineer and District's Representative.

7.8 No Limitation

The requirements of this Contract as to insurance and acceptability to District of insurers and insurance to be maintained by Vendor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this Contract.

7.9 District's Right to Maintain Insurance

If Vendor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and District may charge to or otherwise recover from Vendor (e.g., by offset against any amounts due or which may become due Vendor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

8.1 Notice. District may at any time, by written notice thereof to Vendor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Vendor shall, within ten (10) days after receipt of notice of any change which Vendor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Vendor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Vendor shall violate any of the provisions of this Agreement, or if Vendor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Vendor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Vendor shall be liable to District for any damage or loss resulting from such failure or violation by Vendor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Vendor for Vendor's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Vendor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Vendor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Vendor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Vendor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Vendor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Vendor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Vendor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Vendor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in the contract, Vendor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Vendor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Vendor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.5 Assignment. Neither District nor Vendor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Vendor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. H51.00, which provides additional requirements applicable to debarment of contracts from receiving future contracts with the District.

10.9 Cooperation with District Auditor and State Auditor. Vendor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Vendor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

10.10 Scheduling. Quarterly inspections.

The Vendor shall submit a quarterly inspection schedule within two (2) weeks after the contract award. Schedule shall be submitted to the District Contract Liaison and shall include the following information:

- a) Site Name
- b) Date of Inspection
- c) Time of inspection

The Contractor will schedule testing such that all elevators can be tested consecutively, thereby eliminating the need to transport test weights to and from the District on multiple occasions. In order to synchronize all testing, some elevators may need to be tested prior to their required test date.

Changes to the schedule shall be received by the District Contract Liaison a minimum of 24 hours prior to the scheduled time for the inspection. No changes to the schedule shall be implemented without prior approval.

10.11 Liquidated Damages. Time is of the essence in this Contract. The District may suffer substantial consequential damages if the Work is not completed in accordance with Section 10.10. However, it would be difficult if not impossible to determine precisely the amount of such damages. The Contractor therefore agrees that, from the compensation otherwise to be paid, for each calendar day of delay beyond the scheduled date the liquidated damages shall apply:

Failure to submit the quarterly inspection schedule and subsequent changes to the schedule a minimum of two weeks prior to performing the inspection shall result in a performance deficiency of fifty (\$50) dollars per day for every day that the consultant fails to submit said schedule.

Failure to perform the work on the day scheduled without notifying the District of the cancellation at least 24 hours prior to the scheduled time shall result in a performance deficiency of two hundred (\$200) dollars per day for every instance the consultant fails to perform. The District will invoice the Contractor directly for deficiencies. Offsets or credit memos on quarterly maintenance invoices from the Vendor will be accepted.

These sums are agreed upon as the liquidated damages which the District will sustain in the case of the failure of the Contractor to perform, and this sum is not construed as a penalty, but as a reasonable estimate of the District's actual damages. The above provision for liquidated damages is intended to be in lieu of Contractor's liability for consequential damages sustained by District by reason of Contractor's delay on the date set for Completion. This provision shall not relieve or release Contractor from liability occasioned by other breaches or defaults under this Contract, nor shall it limit District's rights to terminate the Contract for cause pursuant to the General Conditions or to pursue any other remedy, under the Contract or otherwise.

The fact that Contractor is liable for liquidated damages does not give Contractor an option to pay such damages in lieu of progressing with the Work on a reasonable, expeditious basis. Failure to make reasonable progress, at any time, is a basis for termination for cause. Election by the District not to terminate shall not affect District's right to assess liquidated damages and/or to terminate the Contract at a later time.

10.12 Elevator Inspections. The District will pay State of Washington elevator inspection fees and notify the Contractor, in writing, of items required to be completed that are the responsibility of the Contractor. The District will forward to the Contractor Labor and Industries inspection reports no later than 10 days after the District receives them. If inspection reports are sent more than 10 days after receipt, the District is responsible for requesting an extension from Labor and Industries if necessary. The Contractor will submit, in writing, a work schedule of items to be completed within seven (7) calendar days of notification by the District, and notify the District, in writing, of all items corrected. Fees for re-inspection due to failure to eliminate deficiencies included in this contract and that are the responsibility of the Contractor will be paid by the Contractor.

- a. The District will notify the State of Washington Elevator Inspector in writing of items completed, with a copy to the Contractor.
- b. The District must receive written notification seven calendar days prior to all tests so that its staff may witness the tests. The Contractor will submit written test reports to the District within five calendar days of actual testing.
- c. Establish and maintain an inspection system covering the tasks and services provided by the Contractor including a review of callbacks. It shall specify areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, and the individual who will do the inspection.
- d. Provide a file of all inspections or tests conducted by the Contractor to include all corrective actions taken. The file is the property of the District and the District may review the file at

any time during the contract. The file will be turned over to the District upon completion or termination of the contract.

END OF ADDITIONAL TERMS AND CONDITIONS

Seattle Public Schools Bargaining Unit Checklist

The information provided below will assist the Seattle Public Schools in determining whether a service may be performed by an independent contractor and whether the individual can appropriately be classified as a contractor with the District. Please note that this page should be completed by the Principal/Program Manager contracting the Independent Contractor and must be attached to the SEATTLE SCHOOL DISTRICT PERSONAL SERVICES CONTRACT FORM for processing and approval.

Name of contractor or business Eltec Systems, LLC


Tax Payer Identification # 91-1885377

Please answer YES or NO to the following two (2) questions:

SECTION 1. BARGAINING UNIT CHECKLIST									
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> Is the service being provided included in a current district position that a current employee could do or could be trained to do?								
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> Will the service contract bypass and/or violate collective bargaining agreements or District hiring process/procedures or any other District policies (i.e., Hiring of Relatives, Child Labor Laws)?								
<p>Bargaining units include but are not limited to:</p> <table border="0"> <tr> <td>1) Seattle Education Association Certificated Paraprofessional SAEOP</td> <td>3) Machinists 289/79 Machinists Auto machinists</td> </tr> <tr> <td>2) Internatinal Union of Operating Engineers Custodial/gardeners Nutrition services Security specialists, alarm monitors</td> <td>4) Teamsters 117/174 Warehouse workers Truck drivers</td> </tr> <tr> <td></td> <td>5) PASS (Principals Assoc of Seattle Schools)</td> </tr> <tr> <td></td> <td>6) Seattle/King Cty Building & Trades Council</td> </tr> </table>		1) Seattle Education Association Certificated Paraprofessional SAEOP	3) Machinists 289/79 Machinists Auto machinists	2) Internatinal Union of Operating Engineers Custodial/gardeners Nutrition services Security specialists, alarm monitors	4) Teamsters 117/174 Warehouse workers Truck drivers		5) PASS (Principals Assoc of Seattle Schools)		6) Seattle/King Cty Building & Trades Council
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	5) PASS (Principals Assoc of Seattle Schools)								
	6) Seattle/King Cty Building & Trades Council								
<p>Please Note: If the answer is "Yes" to EITHER of the above two questions, the individual cannot be classified as a contractor. (Please contact your Personnel Analyst for staffing concerns and contact the Payroll Department for Retirement information.)</p> <p>If the answer is "NO" to both of the questions listed above, please proceed to the Determining Employee versus Independent Contractor Checklist.</p>									

I, **Seattle School District's Principal or Department Manager** confirm that the above information is true.

Name (print) Chris Richardson

Signature 

Title Maintenance Manager

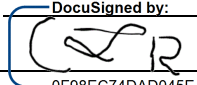
**SEATTLE PUBLIC SCHOOLS
DETERMINING EMPLOYEE versus INDEPENDENT CONTRACTOR
CLASSIFICATION CHECKLIST**

The information provided below will assist the Seattle Public Schools in determining whether an individual performing services will be classified as an employee of the District or as an independent contractor for federal, state and FICA tax purposes. Please note that this page should be completed by the Principal/Program Manager contracting the Independent Contractor and must be attached to the SEATTLE SCHOOL DISTRICT PERSONAL SERVICES CONTRACT FORM for processing and approval.

SECTION 1. GENERAL	
Name of Individual/Business: Eltec Systems, LLC	Individual/Business E-mail Address: cpalmquist@eltec.cc
For Individuals: (check one) <input type="checkbox"/> US Citizen <input type="checkbox"/> Resident Tax Alien <input type="checkbox"/> Nonresident Alien	Taxpayer Identification Number: 91-1885377
School or Program Location: Entire District	Phone Number/Address: 206-303-9789

SECTION 2. MULTIPLE RELATIONSHIPS WITH THE DISTRICT	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does this individual currently work for the District as an employee (including hourly, temporary or substitute)?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does the District expect to hire this individual as an employee to provide the same or similar services immediately following the termination of his/her independent contractor service?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No During the previous 12 months prior to the date on which the independent contractor service commenced, was the individual an employee (including hourly, temporary or substitute) to provide the same or similar service?	
Please Note: If the answer is "Yes" to ANY of the above three questions, the individual should be classified as an EMPLOYEE and paid through the normal payroll process. See footnote*.	

SECTION 3. RETIREMENT BENEFITS	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is this individual drawing state retirement benefits?	

SECTION 4. RELATIONSHIP WITH THE DISTRICT	
The individual does not receive extensive instructions on how to perform his/her job, except perhaps topics to discuss. The individual does provide or could be available to perform this job at other businesses/schools. The individual does not receive benefits from the Seattle Public School District, nor does the individual expect to receive benefits from the District. The District and the individual agree, either in writing or orally, that the relationship is strictly that of an independent contract relationship.	
I, Seattle School District's Principal or Department Manager , confirm that the above paragraph is true and therefore the individual is an independent contractor. If the above statement is not true, the individual may be an employee.*	
Name (print): Chris Richardson	Title: Maintenance Manager
Signature: 	Date: 3/27/20
Phone Number: 206-252-0673	E-mail Address: crichardson@seattleschools.org

*If the department requesting services disagrees with this determination, please complete the Internal Revenue Services SS-8 form (available at www.irs.gov), provide documentation to provide answers, and submit completed packet to the Contracts Desk in Accounting. Accounting and Payroll will work with the department to make a final decision.

APPROVED

SCHOOL BOARD ACTION REPORT

DATE: Feb. 25, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
 206-252-0102, fhpodesta@seattleschools.org

For Introduction: March 25, 2020
For Action: April 7, 2020

1. TITLE

Elevator Maintenance and Repair - Master State Contract

2. PURPOSE

This Board Action Report is to adopt Master State Contract No. 01219 with Eltec as the winning vendor from the period of April 7, 2020-March 31, 2021.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute the elevator maintenance and repair contract with Eltec in the amount of \$285,000, to ensure elevator maintenance and repairs to the district, as attached to the School Board Action Report, with any minor additions, deletions and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

- a. **Background:** This contract is for required routine maintenance of all elevators in the district and repairs as needed. Under the previous state of Washington Department of Enterprise Services contract, the district was required to compete within the state of Washington's shortlist of prequalified elevator contractors. Eltec was awarded the district's previous contract via that state contracting method. The new state of Washington contract, which is valid Jan. 1, 2020-Jan. 1, 2022, identifies final winning firms by zip code for the geographic areas they serve throughout the state. There were several available contractors in the Seattle area. According to Seattle Public Schools Facilities Operations Analyst Michael Ames, who served on the state selection committee, Eltec was chosen because they offered the lowest pricing schedule on the state contract and were familiar with the complexities of all the district's unique locations and needs. While the state contract is valid for Jan. 1, 2020-Jan. 1, 2022, Seattle Public Schools' contract would be April 7, 2020-March 31, 2021.
- b. **Alternatives:** There are no viable alternatives to having an elevator maintenance contract in place.
- c. **Research:** N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$285,000.

The revenue source for this motion is the State Apportionment/General Fund.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

Master State Contract No. 01219 is a competitive procurement and is awarded by counties. The award structure included state of Washington Procurement Priorities, which supports preferences for small businesses. All bids were evaluated for responsiveness, service performance, cost factors and qualifications. Eltec was awarded the lowest responsive, responsible bidder by the state. In addition, the contract was awarded by the state to Otis and ThyssenKrupp for King County. Customers then choose the appropriate vendor that best meets their agency needs. Eltec was chosen by Seattle Public Schools because they offered the lowest pricing schedule on the state contract and were familiar with the complexities of all the district’s unique locations and needs.

8. STUDENT BENEFIT

Routine maintenance of all elevators in the district and repairs are a health, safety and accessibility issue for district facilities.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 requires School Board approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on March 12, 2020. The Committee reviewed the motion and moved it forward for consideration.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will be executed with Eltec through the State Master Contract 0219 on April 7, 2020.

13. ATTACHMENTS

- Washington State Master Contract No. 0219 (for approval)
- Seattle Public Schools Inter-local, Cooperative Purchasing Agreement Justification Form (for reference)



Washington State Master Contract No. 0219

Elevator Inspections, Maintenance and Repairs

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Michael Ames
Facilities Operations Analysts
mwames@seattleschools.org

The Master Contract is made and entered into by and between the state of Washington acting by and through the Department of Enterprise Services and Eltec Systems LLC as of Nov. 29, 2019. The contract covers recitals, agreement, scope of work expected, prices for services, wages and insurance requirements.

MASTER CONTRACT

No. 01219

ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

For all Washington State Counties

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

ELTEC SYSTEMS LLC

Dated November 26, 2019

MASTER CONTRACT

No. 01219

ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Eltec Systems LLC, a Washington Limited Liability Company ("Contractor"), and is dated as of November 26, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, Issued Solicitation No. 02719-1 dated October 23, 2019 regarding Elevator Inspections, Maintenance, & Repairs.
- C. Enterprise Services evaluated all responses to the Solicitation and identified Contractor as the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is twenty-four (24) months, commencing January 1, 2020 and ending January 1, 2022. Provided, however, that the Master Contract shall extend for an additional thirty-six (36) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:
 - Service level standards set forth in *Exhibit A - Elevator Inspections, Maintenance, and Repairs*.
 - Reporting requirements set forth in Section 8 of this Master Contract.

The Master Contract is subject to earlier termination.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University & Western Washington University;
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized perform only those services set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs* for the prices set forth in *Exhibit B – Prices for Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services beyond those set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the services at no greater than the prices set forth in *Exhibit B – Prices for Services*. Travel time must be included, no travel time is allowed.

3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, as previously certified in Contractor’s bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate

this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 4.6. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any services performed pursuant to this Master Contract shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be performed and delivered in full compliance with applicable law. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.7. **PREVAILING WAGES.** This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
- (b) **STATEMENT OF INTENT TO PAY PREVAILING WAGES.** Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
- (c) **INVOICES & CONTRACT PAYMENTS.** Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
- (d) **AFFIDAVIT OF WAGES PAID.** Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and

Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

- (e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- 4.8. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
- 4.9. PERFORMANCE SPECIFICATIONS. Contractor represents and warrants all services performed by Contractor shall be based upon the performance specifications of individual equipment as published by the equipment manufacturer or as otherwise indicated in this Contract or Purchaser's order document.
- 4.10. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with approved elevator and/or escalator equipment industry safety standards.
- 4.11. CONTRACTOR CERTIFICATIONS. Contractor certifies with the Revised Code of Washington, RCW 70.87, as well as codes and standards listed below.
 - A. ASME A17.1 "Safety Code for Elevators and Escalators"
 - B. ASME A17.2 "Inspector's Manual for Elevators and Escalators"
 - C. ASME A18.1 "Safety Standard for Platform Lifts and Stairway Chairlifts"
 - D. Building Officials and Code Administrators (BOCA) International Inc., Basic Building Code
 - E. BOCA Basic Mechanical Code
 - F. National Fire Protection Association (NFPA) Code
 - G. National Electric Code (NEC)
 - H. Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)
 - I. American Society for Testing and Materials (ASTM)
 - J. Institute of Electrical and Electronics Engineers (IEEE)
 - K. National Electrical Manufacturer's Association (NEMA)
 - L. National Petroleum Institute (NPI)
 - M. Underwriter's Laboratories, Inc. (UL), Federal Specifications
 - N. American National Standard of Safety Code
- 4.12. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, thoroughly skilled in elevator and/or escalator Services and directly employed and supervised by Contractor. They will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.

Contractor guarantees on time arrival performance and recognizes that Purchaser will suffer a loss of customer goodwill in the event that it fails to consistently meet the response time requirements established above. Accordingly, Contractor agrees that Purchaser, in addition to its rights and remedies as provided in this Contract, by law, in equity and by statute, shall be entitled to a credit of one thousand dollars (\$1,000) for each failure in excess of two (2) failures to arrive in a timely manner following a service call during any six-month period during the term of the Purchaser's ordering document. The foregoing amount is not a penalty but rather is an estimate of the harm to Purchaser caused by Contractor's failure to respond in a timely manner. If Contractor fails to respond in a timely manner, then there shall be no charge for the callback regardless of the nature of the callback.

- 5.2. **RECEIPT AND INSPECTION OF SERVICES.** Services performed under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged services or, at Purchaser's option, Purchaser may note any damage to the services on the receiving report, decline acceptance, and deduct the cost of rejected services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.3. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 01219
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Breann Aggers	Attn: Kitt Hastings
Washington Dept. of Enterprise Services	Eltec Systems LLC
PO Box 41411	2025 1 st Ave Ste 790
Olympia, WA 98504-1411	Seattle, WA 98121
Tel: (360)407-9416	Tel: (206) 405-3371
Email: breann.aggers@des.wa.gov	Email: khastings@eltec.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn: Kitt Hastings
Washington Dept. of Enterprise Services	Eltec Systems LLC.
PO Box 41411	2025 1st Ave STE 790
Olympia, WA 98504-1411	Seattle, WA 98121
Email: greg.tolbert@des.wa.gov	Email: khastings@eltec.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter.

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
- (b) Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.
- (c) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (e) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services

timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (f) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION.

The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- (c) The Purchaser may terminate the purchase order immediately without any liability, if the Contractor performs any of the following actions /procedures:
 - Any act or omission which creates a safety hazard to any person using any elevator and/or escalator.
 - Any lapse in elevator and/or escalator operation of any elevator and/or escalator in excess of fourteen (14) calendar days except for "Scheduled Repairs".

- Failure of the Elevator Contractor's employees to be properly licensed by the State of Washington.
- Improper use of the Purchaser's property/building.
- Violation of any applicable statute, ordinance, rule, law, code or regulation in regards to the Contract Documents.
- Receipt of two concurrent unacceptable safety inspections, except discrepancies noted as Purchaser's responsibility, from the Washington Inspection Department pertaining to the elevator and/or escalator equipment included in this contract
- An elevator and/or escalator callback ratio in excess of one (1) callback, per elevator and/or escalator, per month over a four month period.

13.4 LIQUIDATED DAMAGES. Contractor shall be liable to Purchaser for liquidated damages for Five Hundred Dollars (\$500) per day, per unit in the event Contractor is notified by Purchaser that a unit covered under the Purchaser's ordering document is out of service, and Contractor has failed to place the elevator unit back in service after ten (10) business days following receipt of request for service by Purchaser. These liquidated damages shall be assessed for each and every day each unit is out of service by reason of Contractor's failure to perform any obligation specified under this Contract. Further, Contractor shall be assessed liquidated damages of Five Hundred Dollars (\$500) per day per unit, for failure to undertake repairs of equipment units still in service, for which a service request was made by Purchaser within ten (10) business days following receipt of request for service from Purchaser. Acceptance of payment under this paragraph shall not affect Purchaser's right to terminate their ordering document or any of other rights or remedies as provided in this Contract, by law, in equity or statute.

13.5 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.6 GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for

services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.7 **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14 GENERAL PROVISIONS.

- 14.1 **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2 **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3 **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4 **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5 **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6 **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7 **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8 **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9 **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

- 14.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12 SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

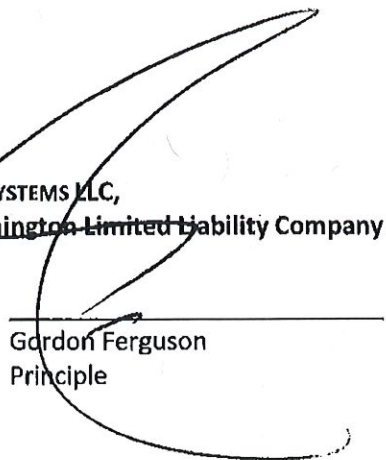
- 14.18 **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19 **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20 **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21 **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22 **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23 **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Alexander Kenesson
Its: Procurement Supervisor

ELTEC SYSTEMS LLC,
a Washington Limited Liability Company

By: 
Gordon Ferguson
Its: Principle

Elevator Inspections, Maintenance, and Repairs

1. SCOPE

Contractor shall perform equipment testing, maintenance, and repairs (hereafter "Services") as set forth in the Master Contract and shall furnish all materials and labor, and comply with all requirements of current equipment codes for the designated elevator or escalator equipment (hereafter "Equipment").

- Preventative Maintenance. Contractor shall perform maintenance services on the Equipment to prevent malfunctions or shutdowns due to normal wear and tear, to provide for safe operating Equipment and to prolong the life of all Equipment. Contractor shall clean, lubricate, and adjust applicable components at regular intervals and repair or replace all worn or defective components where necessary to maintain the installation in compliance with the requirements of ASME A17.1/CSA B44 Section 8.6. The frequency of Preventative Maintenance tasks shall be as stated in the Purchaser's Maintenance Control Plan (hereafter "MCP") and Purchaser's ordering document.
- Equipment Testing and Audit Services. Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by the ASME A17.1 Safety Code for Elevators and Escalators, and by any other Governing or Code Agency. Contractor may also be requested to audit the Equipment and provide recommendations for improvements.
- Repair Services. The Contractor, when authorized by the Purchaser, shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. The Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from *Exhibit B Prices for Services*. Contractor shall bill labor at the regular hourly rate from *Exhibit B Prices for Services*. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in *Exhibit B Prices for Services* document. Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Purchaser to obtain formal approval to proceed.

2. PREVENTATIVE MAINTENANCE

2.1 MCP. Contractor shall provide an MCP for the Equipment. The MCP shall at a minimum include examinations, preventative maintenance, and tests of Equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of ASME A17.1/CSA B44 Section 8.6. The MCP shall also include procedures for tests, periodic inspections, preventative maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits, and identify where unique or product-specific procedures or methods are required to inspect or test Equipment.

- a. The MCP procedures and intervals shall be based on:
 - Equipment age, condition, and accumulated wear
 - Design and inherent quality of the Equipment
 - Usage
 - Environmental conditions
 - Improved technology

- The manufacturer's recommendations for any SIL rated devices or circuits
- b. The instructions for locating the MCP shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to Purchaser.
- c. MCP shall be located in the elevator machine rooms, and shall be in full document compliance with ASME A17.1/CSA B44 Section 8.6. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Service Technicians.

2.2 Preventative Maintenance Extent of Coverage. Contractor shall prepare and submit to Purchaser a detailed Preventative Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's ordering document. As a minimum, the Equipment shall be examined and maintained in accordance with the following:

a. Contractor shall include the following elements in the Preventive Maintenance procedures for the Equipment:

- i. Provide operational checks of all Equipment car door safety edges/detectors. Contractor shall provide documentation of such checking in their machine room check charts.
- ii. Provide check of directional lights, call registered lights and all other Equipment lighting fixtures.
- iii. Furnish and replace all burned out bulbs on each visit.
- iv. Maintain pit lighting, car top lighting and hoistway lighting.

b. Contractor shall repair loose cab handrails and maintain fastening bolt tightness, repair and maintain communication equipment, cabinet doors, and door hinges.

c. For Geared/Gearless Elevators, Contractor shall:

- i. Furnish lubricants and all cleaning supplies.
- ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Geared/Gearless hoist machine-including brake, armature fields, brushes, brush rigging, gear case, gears, bearings, hoist motor and sheaves.
 - Hoist and governor ropes.
 - Governor.
 - Governor pit sheave.
 - Controllers, selector, starters, dispatcher and relay panels.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices and all sub-components including batteries and backup batteries.
 - In-car emergency lighting.
 - Traveling cables.
 - Firefighter's service equipment.

- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides.
 - Interlocks and door closures.
 - Car buffers.
 - Car exhaust fan.
 - Car-top inspection station.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.
 - Car and corridor operating pushbuttons.
 - Load weighing equipment.
 - All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
 - Car and counterweight roller guides.
 - Batteries.
 - Communication devices.
- d. For Hydraulic Elevators, Contractor shall:
- i. Furnish lubricants and all cleaning supplies.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Hydraulic pumps and associated plumbing.
 - Hydraulic cylinder (part that is not in the ground), plunger, packing and packing head.
 - Hydraulic fluid and piping, unless the piping is underground.
 - Seismic valve and pit shut off valve.
 - Hydraulic oil line couplings.
 - All exposed hydraulic oil lines, brackets and stands.
 - Controllers, starters, selector and relay panels.
 - Pump motors.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices.
 - In-car emergency lighting.
 - Firefighter's service equipment.
 - Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, door closures.
 - Interlocks.
 - Car buffers.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.

- Car and corridor operating pushbuttons.
- Load weighing equipment.
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
- Electrical Traveling Cables.
- Batteries.
- Communication devices.

e. For Escalators, Contractor shall:

- i. Furnish lubricants selected by Contractor to meet the specific requirements of the equipment.
- ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, and brake assembly, coil, linings and component parts.
 - Motor, motor windings, rotating elements and bearings. Contractor is obligated to remove and properly dispose any waste, oil, and hazardous materials in accordance to local, state and federal requirements.
 - Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers.
 - Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.
 - Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings.
 - All balustrade, deck, skirt, skirt brushes and trim fastenings (screws, clips, etc.)
 - Under step lighting.
 - All safety devices, including but not limited to, skirt switches, emergency stop switches, handrail switches, stop switches, broken chain switches, step out of position switches, missing step detectors, step up-thrust safety switches, and etc.

2.3 Preventative Maintenance Exclusions. As part of preventative maintenance, Contractor shall not be responsible for the following items and shall receive compensation for repairing such items.

- Door knocked off the tracks/broken gibs.
- Elevator left on independent, fire, attendant or emergency service.
- Car door detector out of adjustment from doors being hit.
- Elevator turned off inside the car and the door pulled shut, unless there is an actual elevator problem that is included in their Contract.
- Car enclosure, including removable panels, door panels, car doors, suspended ceilings, handrails, car finish and flooring coverings, hoistway enclosures, hoistway entrance frames, sills, signal fixture faceplates, fire recall initiation devices, cleaning of car interior or underground hydraulic piping and the underground part of the hydraulic cylinder.

2.4 Preventative Maintenance – Other Requirements.

- a. Contractor shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log showing there was a power failure resulting in Equipment shut-down on date of service call.
- b. Contractor shall inspect of hoistway, pit equipment, car top, machine rooms and interiors as part of scheduled preventive maintenance at no additional expense to Purchaser.
- c. Contractor shall post the Contractor's standard Preventive Maintenance Schedule/Chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine and non-routine Maintenance and repairs, including supervisor's surveys. Entries shall include date Preventative Maintenance is complete, mechanic or supervisor's name, brief description of Preventative Maintenance completed and the approximate time required for the Preventative Maintenance. The Preventative Maintenance Log and Preventive Maintenance Schedule/Chart shall be maintained for Purchaser's inspection at any time. Purchaser may copy the Preventative Maintenance Log and Preventive Maintenance Schedule/Chart at any time. The log book will be made available to the Contractor at all times, including times when no designated Purchaser's personnel is/are present. Contractor shall provide Purchaser with a schedule, in either written or electronic form, (as preferred by Purchaser) of when Equipment will be taken out of service for Preventive Maintenance. Purchaser must approve any changes to this schedule in writing.
- d. Contractor shall maintain three (3) complete sets of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade. One set shall remain in each machine room, one set shall be maintained in the Contractor's office, and the third set shall be maintained in Purchaser's offices. When any modifications are made to diagrams, three copies of the modified drawings must be made. One copy shall be furnished to Purchaser to update their copy of the appropriate drawing. A copy shall be used to update the Contractor's office drawings and the original changes shall be maintained in the Equipment machine rooms. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept in a neat and orderly fashion in each machine room.
- e. Purchaser will provide wiring diagrams, if available. If purchaser does not provide the wiring diagrams, contractor will work with purchaser to provide the diagrams, at purchaser's expense.
- f. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.
- g. Contractor shall provide a lockable metal parts cabinet in each elevator machine room. Contractor shall coordinate installation with Purchaser.
- h. Contractor shall conduct evaluations of Equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Purchaser and reviewed with them on request.
- i. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in inspection and supervision, to visit Purchaser's site at least quarterly to observe the quality of Maintenance and to make certain that the quality of Maintenance meets the specified

and intended standards. The Supervisor shall schedule each visit with Purchaser. Purchaser may provide a member of their staff to accompany the Contractor during the on-site inspection of the elevator machine rooms and equipment. Inspections by the Contractor shall be at no cost to Purchaser. The Contractor shall provide a written report of the results of this inspection to the Purchaser's within fourteen (14) calendar days of the on-site inspection.

- j. Preventative Maintenance shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 6 am to 6 pm, Monday through Friday with the exception of holidays as stipulated by the International Union of Elevator Constructors' local labor agreement.
- k. Outside of normal business hours, the purchaser shall call the contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between contractor's local office and the lead service technician.
- l. Working hours and unscheduled delays. There may be situations that require the contractor to work other than normal hours and to suspend, postpone, or reschedule work. These situations are normal for large institutional purchasers on this contract. When the contractor's access to a work area conflicts with a purchaser's operational requirement, the contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours.
- m. Documentation of hours is required for Preventative Maintenance payment due to Contractor. If less than the stated hours of Preventive Maintenance are performed, the prorated dollar value for the time short will be deducted from Contractor's invoice.

3. EQUIPMENT TESTING AND SERVICE INSPECTION.

- a. Contractor shall conduct the following tests, and any other tests required by the State of Washington, Federal or any other Governing or Code Agency. All testing will be completed before the date that it is due. Services shall include, but not be limited to:
 - i. Contractor shall provide inspections and testing of the Firefighter's Service-Phase I and Phase II and standby power operation, if installed as required by Authority Having Jurisdiction (AHJ). Unless approved by the Purchaser, any additional cost to complete the above inspections and testing shall be the responsibility of Contractor. Contractor shall maintain an up-to-date log of Firefighter's Service testing in the machine rooms and submit the results to Purchaser's authorized representative. Firefighter's Service testing shall be entered and recorded on a form supplied by Contractor and/or as required by the State of Washington, or both.
 - ii. Provide all testing as required by the State of Washington Elevator Inspector and required by the ASME A17.1 Safety Code for Elevators and Escalators during normal Preventative Maintenance hours of the elevator industry, unless requested by the purchaser.
 - iii. Conducting quarterly tests as required by ASME A17.1, for Phase I and Phase II installations on Firefighters' Emergency Service Control System.
- b. Contractor shall check the dispatching systems and make necessary tests and adjustments to insure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Contractor shall submit a written report of these results to Purchaser.
- c. Written test reports shall be submitted to Purchaser within five (5) calendar days of actual testing.

- d. Purchaser shall receive fourteen (14) days prior written notification of all tests so that an authorized representative of Purchaser may witness said tests. Safety precautions are understood to be of highest priority. Care will be taken to safeguard all surrounding building property during the testing. If during the testing, the actual testing fails the prescribed testing procedures in the ASME A17.1 and re-testing is required, Contractor shall pay all costs of Purchaser's representative to witness re-testing only if the failure of the test was due to the Contractor's acts, actions, omissions, negligence, or errors.
- e. Contractor shall audit the equipment as requested by Purchaser. The audit report will include recommendations for improvements and estimates of cost for labor and materials to complete the suggested improvements. Purchaser's Equipment can be audited for:
 - i. Code Compliance. Evaluate current Code compliance of all Equipment. Monitor industry and Code developments and provide Purchaser with warning of anticipated Code changes to take effect during the fiscal year following the audit report. Recommend corrections, which should be made in the fiscal year following the audit report.
 - ii. Equipment Performance. Audit performance of all Equipment against its original parameters or specifications. Recommend corrections, which should be made in the fiscal year following the audit report.
 - iii. Equipment Aesthetics. Audit the physical condition and appearance of the Equipment visible to users and recommend upgrades, which should be considered to keep the Equipment appealing to users and current with building standards for colors and decoration schemes.
- f. Should a covered component under Preventative Maintenance fail during testing the Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation.
- g. Purchaser reserves the right to make inspections and tests at their expense, when deemed necessary to ascertain that the Service requirements of this Contract are being fulfilled. If the inspection identifies that Contractor is not compliant with the applicable Service requirements of this Contract, Purchaser will promptly notify Contractor in writing of the deficiencies identified. Contractor shall reimburse Purchaser for the cost of conducting the inspection and resolve all deficiencies at Contractor's total expense within fifteen (15) calendar days of written notification. Fees for re-inspection due to Contractor's failure to eliminate deficiencies in Services covered under this Contract and Purchaser's ordering document shall be paid by Contractor. Contractor shall pay purchaser's 125% of the inspection fees.

4. REPAIR SERVICES.

- a. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Management list shall be submitted to Purchaser prior to Purchaser's ordering document start date.
- b. If any Equipment is shut down for more than ten (10) continuous business days after notification of a failure (except for pre-scheduled or major Equipment repairs) the monthly Preventative Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service. Technicians shall not reset the elevator.

- c. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall provide a written report to Purchaser stating the condition of the unit before the Contractor leaves Purchaser's facility. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, within one (1) business day.
- d. In case of an Equipment accident, Contractor shall be notified immediately by Purchaser. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Equipment Inspector if the following conditions occur:
- A person has been injured and requires first aid treatment.
 - The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
 - There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.
- e. When corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Services required by the terms of the Contract in a diligent and satisfactory manner, Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Services required thereunder. Contractor shall reimburse Purchaser for any expense incurred therefore or Purchaser, at its election, may deduct the amount from any sum owed or to be owed Contractor. When such corrective action is determined not to be the Contractor's responsibility, a written report, including a cost estimate to remedy the deficiency, shall be delivered to Purchaser by 3:00 p.m. the next business day for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, they will issue a separate Purchase Order Request beforehand. If a safety problem is noted, which is not within the Contractor's area of responsibility or expertise, written notice of such problem shall immediately be furnished to Purchaser by the Contractor. In addition, Contractor shall fully cooperate during investigation.
- f. Emergency Service Request is defined as an entrapment, or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Purchaser will notify contractor of a situation, and by mutual agreement contractor will immediately dispatch a technician.
- Contractor will keep the customer informed as to the technician(s) estimated time of arrival, every 15 minutes. The contractor and the technician will make any emergency their first priority. Emergency service calls are billable at the standard hourly rate in 15-minute increments. After 60 minutes, the designated Owner's representative has the authority to call the local Fire Department for extractions. Contractor shall pay for all damages, both material and labor caused by Fire Department personnel if the call to the Fire Department was caused by a failure to respond within the time limited established.
- g. Emergency Service Requests Response Time is counted from the end of the phone call requesting repair to when the Contractor's Service Technician arrives onsite. Contractor shall respond to all Emergency Service Requests in accordance with the following standards:
- i. Weekdays between 6 am to 6 pm: 60 minutes
 - ii. All other days/hours: 60 minutes
 - iii. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.

- iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete Services required.
- h. Routine Service Request Response Time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Routine Service Requests in accordance with the following standards:
 - i. Weekdays between 6 am to 6 pm: 2 hours
 - ii. All other days/hours: 3 hours
 - iii. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.
 - iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete the Required Services.
- i. Any and all remote monitoring equipment and on-going monthly service shall be at the Contractor's total expense.
- j. Contractor shall assign an Equipment Mechanic to assist with emergency generator tests at no additional cost to Purchaser.

5. SERVICE TICKETS.

- a. After each Service call and regularly scheduled Preventative Maintenance, a legible ticket will be completed indicating the date of Services, location, description and condition of Equipment being Serviced, Services performed, parts replaced, total hours on the job and the Service Technician performing the Service. In the case of an Equipment shutdown or repair, the Service ticket will describe the cause of the Equipment failure and the action taken to correct the failure. Upon Purchaser's request, Contractor shall provide a written report of all Service tickets.
- b. Contractor shall send Purchaser copies of all tickets, callback logs, extra billing, test reports, and repairs for a specified time period. Contractor will, upon request, provide Purchaser with written recommendations to minimize callbacks based on the analysis of the callback trends.
- c. All Service tickets shall be left with Purchaser or available via online portal after all visits. Service tickets shall be separated for Preventative Maintenance completed. Copies of Service tickets shall be included with Contractor invoices.

6. GENERAL SERVICES REQUIREMENTS.

- a. All Services shall be conducted in a manner consistent with Purchaser's intent to provide uninterrupted service. The Equipment must provide reliable and safe transportation on a continuous basis, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
- b. Contractor shall notify Purchaser if Services will generate excessive noise and shall schedule such Services with Purchaser in advance.
- c. Overtime Service required or requested shall be scheduled and approved with the Purchaser in advance.
- d. All records and documents pertaining to the Equipment provided to Contractor by Purchaser shall be kept current and in good condition and shall be returned to Purchaser upon demand or upon termination the Purchaser's ordering document.

- e. Contractor shall provide Purchaser, prior to commencement of Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's ordering document.
- f. Contractor will provide their own appropriate service manuals, adjusting manuals, and technical manuals for all Equipment for use by the Contractor during the term of the contract.
- g. Removal of Equipment from service shall be scheduled with Purchaser. Contractor shall notify Purchaser before any Equipment is removed from service and when such Equipment is placed back in normal service. Emphasis shall be placed on keeping the Equipment operating during the day.
- h. Downtime notification is required according to the following schedule:
 - i. Emergency Shut Down. Purchaser is to be notified immediately by phone, cell phone, pager or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail message is required.
 - ii. Short Shut Down. Purchaser is to be informed in writing (e-mail acceptable) three (3) days in advance when Equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service/repair/upgrade.
 - iii. Major Shut Down. Purchaser is to be informed in writing (e-mail acceptable) one week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair/upgrade.
- i. Contractor shall immediately shut down and remove the Equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said Equipment. Contractor shall provide Purchaser written notice of such action immediately, stating the reason the Equipment was placed out of service and corrective measures required to place the Equipment in service. Written notice shall be provided by Contractor before Contractor's personnel leave the jobsite.
- j. Contractor shall provide Purchaser with the names of mechanics and mechanics in charge ("Service Technicians") that will be performing the Services at least five (5) days prior to Purchaser's ordering document start date. All Contractor's Service Technicians that perform must pass a security background check before performing Services. If there is a change in the Service Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement technician's first visit.
- k. Purchaser reserves the right to request Contractor to replace any or all Service Technicians assigned to its buildings if it deems they are not performing in a satisfactory manner, or such personnel who refuse to comply with Purchaser's policies and guidelines.
- l. Contractor's Service Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.
- m. Contact shall be made with Purchaser upon Contractor's arrival and upon completion of Service or any time Contractor's Service Technician leave the site.
- n. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Services at no extra cost to Purchaser.
- o. Contractor shall provide a written procedure of their "Lock Out-Tag Out" to Purchaser prior to performing any Services.

- p. Contractor is required to maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. This includes but is not limited to: removal of oily rags, removal of dirt, grease, and lint, maintaining the exterior of all Equipment free of lint, dirt, oil, grease, clean all machine room equipment including: floors, controller/selector, car top, hoistway door track, hanger, interlock, header, strut, hoistway side of sills, underside of car platform, car guides, car door operator, track, hangers, inside area of header, crosshead, guide rail/bracket, fascia, dust cover, pit and inside car station, hall station, lantern, and lobby panel. The cleaning must be to a minimum of Equipment industry standards, and shall be to the full satisfaction of Purchaser. If Purchaser decides the cleaning level is below Purchaser's standards, Purchaser has the option of performing necessary clean-up actions or bringing in another contractor to do so (with the prior notice provided to Contractor). All costs of the cleaning by other contractors or by Purchaser shall be reimbursed by the Contractor.
- q. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled cleaning cloths/rags that are used in performing the Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.
- r. Contractor shall maintain at all times the original Equipment speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit to ensure that unit is kept operating continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
- s. Contractor shall maintain the following minimum Equipment performance requirements.
- i. Speed:
 - +/- 3% in both directions under all loading conditions for all geared/gearless elevators.
 - +/-10% in both directions under all loading conditions for hydraulic elevators.
 - ii. Door closing time:
 - Measured from start of door closing until the hoistway doors are fully closed, will be the minimum permitted by Code.
 - iii. Door dwell time:
 - As permitted by The Americans with Disability Act, as now or hereafter amended.
 - iv. Floor leveling accuracy:
 - As required by Code.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

7. REPLACEMENT PARTS.

7.1 Inventory.

- a. Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored onsite. All storage cans shall be Code approved. All unmarked cans shall be removed from the

Purchaser's premises. Machine rooms shall not be used for storage of materials or items that do not pertain to the Preventative Maintenance of the Purchaser's Equipment.

- b. In performing the Services, Contractor agrees to provide only manufacturer approved parts used by the manufacturers of the Equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Equipment. If Contractor wishes to provide parts or lubricants other than recommended by the Equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. These replacement parts shall not be considered an upgrade of Equipment and shall be provided by Contractor at no additional cost to the Purchaser.
- c. Contractor shall use commercially reasonable efforts to procure replacement parts in the most expeditious manner available.
- d. Parts requiring repair shall be rebuilt to "as new" condition.
- e. Contractor shall provide written documentation if the replacement part is not available and that the Contractor has exhausted all research in obtaining such replacement parts. Such research would be the review of all firms as listed in the latest edition of Elevator World - "The Source". All local supply firms, including other Equipment contractor's must also be researched for availability of replacement parts. If the replacement part is not available, Purchaser shall pay the cost for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and the Contractor shall provide, in writing, the manufacturer, type and model of the proposed replacement part.

7.2 Microprocessors.

- a. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor/solid state equipment used for each system. This includes all solid-state boards located in the machine room, fixture stations, car tops or any other location.
- b. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all equipment.
- c. Purchaser shall pay for all costs if the original manufacturer must be brought onsite to re-program the system or be required to place the equipment in service.

8. SERVICE LEVEL EXPECTATIONS.

Contractor agrees to maintain the service level expectations detailed in the following table:

Service	Description	Arrival Time
Emergency Entrapment	ELTEC will keep the customer informed as to the technician(s) estimated time of arrival every 15 minutes beyond the first hour. The contractor and the technician will make any emergency their priority. Emergency service calls are billable at an hourly rate in 15-minute increments, including one-way travel time from the local dispatch point.	Within 60 minutes
		Resolution Time
		Within 60 minutes
Routine Service Response Time	Response time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor	Response Time (weekdays between 6 am to 6 pm)
		2 hours
		Response Time (all other days/hours)
		3 hours
Scheduled Maintenance - Short Shut Down	Purchaser is to be informed in writing (e-mail acceptable) three (3) business days in advance when equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service and repair.	Notification Time
		3 business days
Scheduled Maintenance - Major Shut Down	Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repair.	Notification Time
		1 week

Exhibit B

Prices for Services

Parts				
Cost plus for Replacement Parts:		15%		
Cost plus for Refurbished Parts:		15%		
Hourly Rates				
Counties	Mechanic (hourly)	Mechanic (hourly) Overtime, 6 pm to 6 am	Mechanic in Charge (hourly)	Mechanic in Charge (hourly) Overtime, 6 pm to 6 am
Adams	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Asotin	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Benton	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Chelan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Clallam	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Clark	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Columbia	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Cowlitz	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Douglas	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Ferry	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Franklin	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Garfield	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Grant	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Gray's Harbor	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Island	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Jefferson	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
King	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Kitsap	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Kittitas	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%

Klickitat	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Lewis	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Lincoln	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Mason	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Okanogan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pacific	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pend Oreille	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pierce	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
San Juan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Skagit	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Skamania	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Snohomish	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Spokane	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Stevens	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Thurston	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Wahkiakum	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Walla Walla	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Whatcom	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Whitman	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Yakima	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%

Exhibit C**Insurance Requirements**

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
- **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - **EMPLOYERS LIABILITY (STOP GAP) INSURANCE.** Employers liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability policy required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such Insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional Insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Procurement Approvals	Initials	Date
Accounting		
Contracting		
Legal		
Purchasing		

Seattle Public Schools Inter-local, Cooperative Purchasing Agreement Justification Form

Instructions

- This form must be completely filled out and must accompany any Federally funded procurement (including Personal Services Contracts-PSCs) requests over \$3500.00, any non-Federally funded Personal Services Contract (PSC) request over \$25,000 and all other procurement requests over \$40,000.00 (in aggregate purchases) where an **Inter-Local, Cooperative Purchasing Agreement** is requested to be used in lieu of the District's standard self-performed competitive procurement processes. If purchasing goods/equipment or services, this form must be completed and accompany the Purchase Requisition (B2B/Market Place) whenever an **Inter-Local, Cooperative Purchasing Agreement** based purchase is requested. An **Inter-Local, Cooperative Purchasing Agreement** purchase is made only when the District's self-performed competitive procurement processes are determined by the Procurement Working Group (consisting of representatives from Accounting, Contracting Services, the General Counsel's Office, and Purchasing Services) to not likely produce the lowest price on quotes/bids or the best weighted outcome in the case of RFPs. Approvals for **Inter-Local, Cooperative Purchasing Agreement** requests shall be made in accordance with the thresholds indicated in the Authority matrix.
- The **Inter-Local, Cooperative Purchasing Agreement** must meet the requirements of RCW 39.04.030 Joint Powers, RCW 39.26.060 Cooperative Purchasing, Board Policy 6220 and Superintendent Procedure 6220SP.B and 6220SP.F must be followed.

As a minimum, consideration for the use of Inter-Local, Cooperative Purchasing Agreement is dependent on the following criteria. Competitive practice comparable to the District's, competition for the same product or service that the District identified in its scope and terms and conditions that agree with District standard or have been reviewed/approved by District Legal Dept.

- Completing this form does not guarantee that the proposed Inter-Local, Cooperative Purchasing Agreement will be selected. Additional information may be required. It is the requestor's responsibility to provide all the required information and documentation indicated on this form.

This request to use an Inter-Local, Cooperative Purchasing Agreement is for a specific (check appropriate box below):

- Personal or Purchased Service Vendor/Contractor
 Manufacturer, Brand and/or Model of goods, materials, software or equipment

INITIATORS'S DEPARTMENT INFORMATION			
Department	Facilities	Phone	206-252-
Contact Name	Michael Ames	E-mail	mwames@seattleschools.org
Title			
Contract amount:			
PROPOSED VENDOR/CONTRACTOR INFORMATION			
Company Name: Eltec Systems, LLC			
Address	2025 1 st Ave, Suite 790	Phone	206-405-3371

Procedure 6220SP.A

Attachment (tba)

Inter-Local, Cooperative Purchasing Agreement Justification Form

Page 1 of 4

City, State, Zip	Seattle, WA 98121	Email	khastings@eltec.com
Description of service:	Elevator Repair and Maintenance	Web Address	
PROPOSED MANUFACTURER INFORMATION (IF SUBMITTING REQUEST FOR A SPECIFIC MANUFACTURER, BRAND AND/OR MODEL GOODS, SOFTWARE OR EQUIPMENT)			
Manufacturer	N/A		
Description of goods, materials, software or equipment:	N/A	Brand/Model #	N/A

PROPOSED INTER-LOCAL, COOPERATIVE PURCHASING AGREEMENT INFORMATION

Inter-Local, Cooperative Name	Washington Dept. of Enterprise Services	Contract #	01219
Address	PO Box 41411	Phone	360-407-9415
City, State, Zip	Olympia, WA 98504-1411	Email	Breann.aggers@des.wa.gov
Description of goods or service:	Elevator Inspections, Maintenance & Repairs	Web Address	

Contract validity period	From:	1/1/2020	To:	1/1/2022
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Please confirm have you attached proof showing that the specific proposed Inter-Local, Cooperative agreement is valid in the State of WA for the period of time you require goods/services?

- Yes
 No

Proof/affidavit of public advertising (State of WA and most other jurisdictions/funding sources require) for the proposed Inter-Local, Cooperative Purchasing Agreement is required. Have you attached proof?

- Yes
 No

PLEASE ANSWER THE FOLLOWING QUESTIONS. Attach additional sheets if needed.**1. Have you used this inter-local agreement vendor for these goods or services in the past?**

- Yes
 No

If YES, describe (years, duration)

Yes, under the previous State of WA/DES contract the District was required to compete within the State of WA's shortlist of prequalified elevator contractors. Eltec had been awarded the District's previous contract via that state contracting method. The new State of WA contract now identifies final State of WA winning firms and they are identified by zip code for the geographic areas they serve throughout the State. There were several available contractors in the Seattle area. According to Facilities/Michael Ames, Eltec was chosen as they had the lowest pricing schedule on the State Contract and the added benefit to the District was that Eltec was also familiar with the complexities of all of the District's unique locations and the wide variety/vintages of our conveyances. CM 25 Feb 2020 comments

2. How long into the future do you anticipate utilizing this inter-local cooperative purchasing agreement for this vendor or manufacturer for these goods or services under this designation?

Procedure 6220SP.A
Attachment (tba)

Inter-Local, Cooperative Purchasing Agreement Justification Form

Page 2 of 4

State Contract is in effect 1/20/2020 – 1/20/2022

3. Competition is required whenever practicable to obtain the best price for goods or best value for services needed.

a. List the other inter-local cooperative agreements and/or vendors that were contacted and indicate why those goods or services were not considered / appropriate.

N/A

b. How did the prices or fees compare to other inter-local cooperative agreements and/or vendors you contacted? Be specific. Attach quotes, price sheets etc. to make your case.

The State of WA evaluated all the vendors/contractors as part of their state contracting role. Facilities then reviewed as described in Question 1) above before making final choice recommendation to proceed with Eltec. CM Purchasing 25 Feb 2020 comments

c. How did the prices or fees compare to the District’s self-performed competitive process? Be specific.

N/A

4. State the reason in detail and document why the product/service can be provided at less cost to the District by the recommended inter-local agreement vs another inter-local agreement, another vendor or thru a District self-performed competitive process.

For this item, the cost of the goods or services and rather than overhead costs (which are fixed) being calculated into the comparison.

The District previously bid these services. In 2015, the State contract shortlisted vendors to provide services and we procured the lowest firm through an RFP. This current state contract is being used since the shortlisted firms have been approved through the state bidding process and a list of 3 vendors are approved in our area.

5. If we do not contract via the proposed inter-local agreement / vendor, how would you accomplish this work? Is there sufficient planning time calculated into the process for the District to self-perform the procurement based on established procurement administrative lead times? Please explain.

N/A

Inter-local, Cooperative Purchasing Agreement - Approvals required

This Inter-Local Cooperative Purchasing Agreement form is to be attached to the Executive Approval Routing Cover Sheet (Superintendent Procedure 6220SP.A, Attachment 2) to obtain proper approval signatures as noted below.

Grants, Interagency (other governmental agencies), MOU's*, and Revenue-Producing Contracts	Initiator (Manager or School Principal)	Grants Office (as appropriate)	Accounting	Purchasing/ Contracting Services (as appropriate)	Director	Legal	Asst. Supt. for Ops, TL or CF	Asst. Supt. B&F	Superintendent	Board
	Up to \$75K	RA	RA	RA,E	RA,E**					
\$75K - \$100K	RA	RA	RA	RA	RA	RA	RA	E		
\$100K - \$250K	RA	RA	RA	RA	RA	RA	RA	RA	E	
Over \$250K	RA	RA	RA	RA	RA	RA	RA	RA	E	RA

RA – Review/Approval
 E – Execute

I have read and understand the District’s Board Policy 6220 for Procurement and specifically Inter-local Cooperative Purchasing Agreement procedures and certify that this contract meets the guidelines and requirements of inter-local cooperative purchasing contracting.

Department Initiator	Signature	Date	
	Michael Ames Printed Name		
Reviewed and Approved by Department Manager or Director:	Signature	Date	
	Chris Richardson Printed Name		

**INSURANCE
CERTIFICATE IS
COMPLIANT IN MYCOI**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ELTEC Systems, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2025 1st AVE, Suite 790

6 City, state, and ZIP code
Seattle, WA 98121

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

9	1	-	1	8	8	5	3	7	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Gregory S. King* Date ▶ *1-7-2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Seattle Customer #: 513943

State of Washington UBI #: 601850542-001-0001

Tax period: Quarterly*

Tax Reporting: Separate

BUSINESS LICENSE TAX CERTIFICATE

BUSINESS LICENSE

EXPIRATION DATE

12/31/2020

12/31/2020

2020

* Tax returns due: Jan 31 Apr 30 Jul 31 Oct 31

ELTEC SYSTEMS LLC
2025 1ST AVE # 790
SEATTLE, WA 98121

Not Transferable

Post Conspicuously



City of Seattle

Department of Finance and Administrative Services

700 Fifth Ave., Suite 4250

P.O. Box 34214, Seattle, WA 98124-4214

Telephone: 206-684-8484 Fax: 206-684-5170

Email: tax@seattle.gov Website: seattle.gov/licenses

Business License Tax Certificate

Expiration Date: 12/31/2020

BUSINESS MAILING ADDRESS:

513943

000 4

1952/6-1-70



ELTEC SYSTEMS LLC
2025 1ST AVE STE 790
SEATTLE WA 98121-2100

2
0
2
0

Procurement Approvals	Initials	Date
Accounting	QJ	3/20/2020
Contracting	PA	3/20/2020
Legal		
Purchasing	CM	MAR 20/2020

Seattle Public Schools Inter-local, Cooperative Purchasing Agreement Justification Form

Instructions

- This form must be completely filled out and must accompany any Federally funded procurement (including Personal Services Contracts-PSCs) requests over \$3500.00, any non-Federally funded Personal Services Contract (PSC) request over \$25,000 and all other procurement requests over \$40,000.00 (in aggregate purchases) where an **Inter-Local, Cooperative Purchasing Agreement** is requested to be used in lieu of the District's standard self-performed competitive procurement processes. If purchasing goods/equipment or services, this form must be completed and accompany the Purchase Requisition (B2B/Market Place) whenever an **Inter-Local, Cooperative Purchasing Agreement** based purchase is requested. An **Inter-Local, Cooperative Purchasing Agreement** purchase is made only when the District's self-performed competitive procurement processes are determined by the Procurement Working Group (consisting of representatives from Accounting, Contracting Services, the General Counsel's Office, and Purchasing Services) to not likely produce the lowest price on quotes/bids or the best weighted outcome in the case of RFPs. Approvals for **Inter-Local, Cooperative Purchasing Agreement** requests shall be made in accordance with the thresholds indicated in the Authority matrix.
- The **Inter-Local, Cooperative Purchasing Agreement** must meet the requirements of RCW 39.04.030 Joint Powers, RCW 39.26.060 Cooperative Purchasing, Board Policy 6220 and Superintendent Procedure 6220SP.B and 6220SP.F must be followed.

As a minimum, consideration for the use of **Inter-Local, Cooperative Purchasing Agreement** is dependent on the following criteria. Competitive practice comparable to the District's, competition for the same product or service that the District identified in its scope and terms and conditions that agree with District standard or have been reviewed/approved by District Legal Dept.

- Completing this form does not guarantee that the proposed **Inter-Local, Cooperative Purchasing Agreement** will be selected. Additional information may be required. It is the requestor's responsibility to provide all the required information and documentation indicated on this form.

This request to use an Inter-Local, Cooperative Purchasing Agreement is for a specific (check appropriate box below):

- Personal or Purchased Service Vendor/Contractor
 Manufacturer, Brand and/or Model of goods, materials, software or equipment

INITIATORS'S DEPARTMENT INFORMATION			
Department	Facilities	Phone	206-252-
Contact Name	Michael Ames	E-mail	mwames@seattleschools.org
Title			
Contract amount:	\$ 285,000		
PROPOSED VENDOR/CONTRACTOR INFORMATION			
Company Name:	Eltec Systems, LLC		
Address	2025 1 st Ave, Suite 790	Phone	206-405-3371

Milgate, Nancy

From: Boy, Ronald D
Sent: Monday, March 23, 2020 10:31 AM
To: Milgate, Nancy
Subject: Re: Re: Interlocal for Elevators

I reviewed and this looks acceptable. Thanks!

Get [Outlook for iOS](#)

From: Milgate, Nancy <namilgate@seattleschools.org>
Sent: Saturday, March 21, 2020 11:04:38 AM
To: Boy, Ronald D <rdboy@seattleschools.org>
Subject: Re: Interlocal for Elevators

Hi Ronald,

Attached are the interlocal documents for Elevator Maintenance for your initials. I'm working on the agreement also with Craig's assistance since I've never done one of these. It will go to the Board for Action in April.

You can respond to this email that you've reviewed and I'll attach it to the documentation.

Hope things are good with you.

Thanks,
N

Nancy A. Milgate

Contracts Specialist | Seattle School District |
John Stanford Center for Educational Excellence |
MS 22-337 | 2245 3rd Avenue South | Seattle, WA 98134 |
T-206-252-0566 | F-206-743-3018 | namilgate@seattleschools.org

City, State, Zip	Seattle, WA 98121	Email	khastings@eltec.com
Description of service:	Elevator Repair and Maintenance	Web Address	
PROPOSED MANUFACTURER INFORMATION (IF SUBMITTING REQUEST FOR A SPECIFIC MANUFACTURER, BRAND AND/OR MODEL GOODS, SOFTWARE OR EQUIPMENT)			
Manufacturer	N/A		
Description of goods, materials, software or equipment:	N/A	Brand/Model #	N/A

PROPOSED INTER-LOCAL, COOPERATIVE PURCHASING AGREEMENT INFORMATION

Inter-Local, Cooperative Name	Washington Dept. of Enterprise Services	Contract #	01219
Address	PO Box 41411	Phone	360-407-9415
City, State, Zip	Olympia, WA 98504-1411	Email	Breann.aggers@des.wa.gov
Description of goods or service:	Elevator Inspections, Maintenance & Repairs	Web Address	

Contract validity period	From:	1/1/2020	To:	1/1/2022
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Please confirm have you attached proof showing that the specific proposed Inter-Local, Cooperative agreement is valid in the State of WA for the period of time you require goods/services?

- Yes
 No

Proof /affidavit of public advertising (State of WA and most other jurisdictions/funding sources require) for the proposed Inter-Local, Cooperative Purchasing Agreement is required. Have you attached proof?

- Yes
 No

PLEASE ANSWER THE FOLLOWING QUESTIONS. Attach additional sheets if needed.

1. Have you used this inter-local agreement vendor for these goods or services in the past?

- Yes
 No

If YES, describe (years, duration)

Yes, under the previous State of WA/DES contract the District was required to compete within the State of WA's shortlist of prequalified elevator contractors. Eltec had been awarded the District's previous contract via that state contracting method. The new State of WA contract now identifies final State of WA winning firms and they are identified by zip code for the geographic areas they serve throughout the State. There were several available contractors in the Seattle area. According to Facilities/Michael Ames, Eltec was chosen as they had the lowest pricing schedule on the State Contract and the added benefit to the District was that Eltec was also familiar with the complexities of all of the District's unique locations and the wide variety/vintages of our conveyances.

2. How long into the future do you anticipate utilizing this inter-local cooperative purchasing agreement for this vendor or manufacturer for these goods or services under this designation?

State Contract is in effect 1/20/2020 – 1/20/2022

3. Competition is required whenever practicable to obtain the best price for goods or best value for services needed.

a. List the other inter-local cooperative agreements and/or vendors that were contacted and indicate why those goods or services were not considered / appropriate.

N/A

b. How did the prices or fees compare to other inter-local cooperative agreements and/or vendors you contacted? Be specific. Attach quotes, price sheets etc. to make your case.

The State of WA evaluated all the vendors/contractors as part of their state contracting role. Facilities then reviewed as described in Question 1) above before making final choice recommendation to proceed with Eltec.

c. How did the prices or fees compare to the District's self-performed competitive process? Be specific.

N/A

4. State the reason in detail and document why the product/service can be provided at less cost to the District by the recommended inter-local agreement vs another inter-local agreement, another vendor or thru a District self-performed competitive process.

For this item, the cost of the goods or services and rather than overhead costs (which are fixed) being calculated into the comparison.

The District previously bid these services. In 2015, the State contract shortlisted vendors to provide services and we procured the lowest firm through an RFP. This current state contract is being used since the shortlisted firms have been approved through the state bidding process and a list of 3 vendors are approved in our area.

5. If we do not contract via the proposed inter-local agreement / vendor, how would you accomplish this work? Is there sufficient planning time calculated into the process for the District to self-perform the procurement based on established procurement administrative lead times? Please explain.

N/A


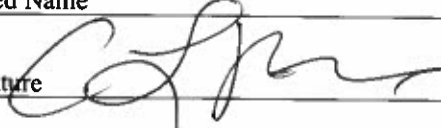
Inter-local, Cooperative Purchasing Agreement - Approvals required

This Inter-Local Cooperative Purchasing Agreement form is to be attached to the Executive Approval Routing Cover Sheet (Superintendent Procedure 6220SP.A, Attachment 2) to obtain proper approval signatures as noted below.

Grants, Interagency (other governmental agencies), MOU's*, and Revenue-Producing Contracts	Initiator (Manager or School Principal)	Grants Office (as appropriate)	Accounting	Purchasing/ Contracting Services (as appropriate)	Director	Legal	Asst. Supt. for Ops, TL or CF	Asst. Supt. B&F	Superintendent	Board
	Up to \$75K	RA	RA	RA,E	RA,E**					
	\$75K - \$100K	RA	RA	RA	RA	RA	RA	E		
	\$100K - \$250K	RA	RA	RA	RA	RA	RA	RA	E	
	Over \$250K	RA	RA	RA	RA	RA	RA	RA	E	RA

RA – Review/Approval
E – Execute

I have read and understand the District's Board Policy 6220 for Procurement and specifically Inter-local Cooperative Purchasing Agreement procedures and certify that this contract meets the guidelines and requirements of inter-local cooperative purchasing contracting.

Department Initiator	Signature 	Date	3/18/20
	Michael Ames Printed Name		
Reviewed and Approved by Department Manager or Director:	Signature 	Date	3/17/20
	Chris Richardson Printed Name		



Contract Summary

Elevator Inspections, Maintenance, & Repairs

Contract #: 01219

Replaces: [00713 Conveyance Maintenance and Repair](#)

Eltec is awarded all counties.

Additional vendors are also awarded in the following counties:

King: Thyssenkrupp and Otis

Pierce: Thyssenkrupp and Otis

Thurston: Thyssenkrupp and Otis

Snohomish: Thyssenkrupp and Otis

Yakima: Thyssenkrupp and Otis

Clark: Thyssenkrupp and Otis

Kitsap: Thyssenkrupp and Otis

Spokane: Thyssenkrupp and Otis

Current Term Start Date: 01-01-2020

Award Date: 01-01-2020

Est. Annual Worth: \$2,000,000

Current Term Ends On: 01-01-2022

Final Term Ends On:

Commodity Code(s): 909-34, 910-13, 918-39

Diversity: 0% WBE 0% MBE

of Bids Received: 4

Contact Info:

Breann Aggers

☎ (360) 407-9416

✉ breann.aggers@des.wa.gov

Who Can Use This Contract?

- [Organizations with Master Contract Usage Agreements](#)
- [MCUA Customer Communication Profile](#)

- Pricing & Ordering
- Contract & Amendments
- Original Solicitation Documents

This Contract has no Resource Documents

Showing 1 to 3 of 3 Vendors



All ▾ Vendors Per Page.

Search Vendors:

1

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
OTIS ELEVATOR COMPANY	w11109				
ELTEC SYSTEMS LLC	w31273				
THYSSENKRUPP ELEVATOR CORP	w3175				

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned | V = Certified Veteran Owned | S = Self Certified Small

 = Veteran Owned
 = Small Business

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The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

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