



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Ohara 2nd, John F
 PHONE #: 401-222-2142

CREATION DATE : 23-MAY-07
 BID NUMBER: 7003707
 TITLE: Elevator Maintenance & Repair - CCRI
 BLANKET START : 01-JUL-07
 BLANKET END : 30-JUN-12
 BID CLOSING DATE AND TIME: 20-JUN-2007 11:00:00

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 CCRI CONTROLLER'S OFFICE
 ACCOUNTS PAYABLE
 400 EAST AVENUE
 WARWICK, RI 02886
 US

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 CCRI KNIGHT CAMPUS
 400 EAST AVE
 WARWICK, RI 02886-1807
 US

Requisition Number: 1043792
 Note to Bidders: Contact Person: Raymond DeAngelis 401-825-2196

Blanket Requirements July 1, 2007 - June 30, 2012

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

Line	Description	Quantity	Unit	Unit Price	Total
1	FY08 07/01/07 TO 06/30/08 KNIGHT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
2	FY09 07/01/08 TO 06/30/09 KNIGHT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
3	FY10 07/01/09 TO 06/30/10 KNIGHT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
4	FY11 07/01/10 TO 06/30/11 KNIGHT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
5	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
6	FY08 07/01/07 TO 06/30/08 KNIGHT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
7	FY09 07/01/08 TO 06/30/09 KNIGHT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
8	FY10 07/01/09 TO 06/30/10 KNIGHT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
9	FY11 07/01/10 TO 06/30/11 KNIGHT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
10	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
11	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS PERFORM A FULL LOAD FULL SPEED AS DESCRIBED IN SECTION 6.	1.00	Each		

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Line	Description	Quantity	Unit	Unit Price	Total
12	FY08 07/01/07 TO 06/30/08 KNIGHT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
13	FY09 07/01/08 TO 06/30/09 KNIGHT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
14	FY10 07/01/09 TO 06/30/10 KNIGHT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
15	FY11 07/01/10 TO 06/30/11 KNIGHT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
16	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
17	FY08 07/01/07 TO 06/30/08 KNIGHT CAMPUS REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
18	FY09 07/01/08 TO 06/30/09 KNIGHT CAMPUS REGULAR LABOR RATE ON-SITE AS DESCRIBED IN SECTION 8.	1.00	Hour		
19	FY10 07/01/09 TO 06/30/10 KNIGHT CAMPUS REGULAR LABOR RATE ON-SITE AS DESCRIBED IN SECTION 8.	1.00	Hour		
20	FY11 07/01/10 TO 06/30/11 KNIGHT CAMPUS REGULAR LABOR RATE ON-SITE AS DESCRIBED IN SECTION 8.	1.00	Hour		
21	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS REGULAR LABOR RATE ON-SITE AS DESCRIBED IN SECTION 8.	1.00	Hour		
22	FY08 07/01/07 TO 06/30/08 KNIGHT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
23	FY09 07/01/08 TO 06/30/09 KNIGHT CAMPUS ON-SITE	1.00	Hour		

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Line	Description	Quantity	Unit	Unit Price	Total
	OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.				
24	FY10 07/01/09 TO 06/30/10 KNIGHT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
25	FY11 07/01/10 TO 06/30/11 KNIGHT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
26	FY12 07/01/11 TO 06/30/12 KNIGHT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
27	FY08 07/01/07 TO 06/30/08 LISTON CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
28	FY09 07/01/08 TO 06/30/09 LISTON CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
29	FY10 07/01/09 TO 06/30/10 LISTON CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
30	FY11 07/01/10 TO 06/30/11 LISTON CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
31	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
32	FY08 07/01/07 TO 06/30/08 LISTON CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
33	FY09 07/01/08 TO 06/30/09 LISTON CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
34	FY10 07/01/09 TO 06/30/10 LISTON CAMPUS ANNUAL	1.00	Each		

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Line	Description	Quantity	Unit	Unit Price	Total
	NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.				
35	FY11 07/01/10 TO 06/30/11 LISTON CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
36	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
37	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS PERFORM A FULL LOAD FULL SPEED AS DESCRIBED IN SECTION 6.	1.00	Each		
38	FY08 07/01/07 TO 06/30/08 LISTON CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
39	FY09 07/01/08 TO 06/30/09 LISTON CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
40	FY10 07/01/09 TO 06/30/10 LISTON CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
41	FY11 07/01/10 TO 06/30/11 LISTON CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
42	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
43	FY08 07/01/07 TO 06/30/08 LISTON CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
44	FY09 07/01/08 TO 06/30/09 LISTON CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
45	FY10 07/01/09 TO 06/30/10 LISTON CAMPUS ON-SITE	1.00	Hour		

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Line	Description	Quantity	Unit	Unit Price	Total
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Line	Description	Quantity	Unit	Unit Price	Total
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	REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.				
46	FY11 07/01/10 TO 06/30/11 LISTON CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
47	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
48	FY08 07/01/07 TO 06/30/08 LISTON CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
49	FY09 07/01/08 TO 06/30/09 LISTON CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
50	FY10 07/01/09 TO 06/30/10 LISTON CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
51	FY11 07/01/10 TO 06/30/11 LISTON CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
52	FY12 07/01/11 TO 06/30/12 LISTON CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
53	FY08 07/01/07 TO 06/30/08 NEWPORT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
54	FY09 07/01/08 TO 06/30/09 NEWPORT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
55	FY10 07/01/09 TO 06/30/10 NEWPORT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
56	FY11 07/01/10 TO 06/30/11 NEWPORT CAMPUS	12.00	Month		

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Line	Description	Quantity	Unit	Unit Price	Total
	MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS				
57	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
58	FY08 07/01/07 TO 06/30/08 NEWPORT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
59	FY09 07/01/08 TO 06/30/09 NEWPORT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
60	FY10 07/01/09 TO 06/30/10 NEWPORT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
61	FY11 07/01/10 TO 06/30/11 NEWPORT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
62	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
63	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS PERFORM A FULL LOAD FULL SPEED AS DESCRIBED IN SECTION 6.	1.00	Each		
64	FY08 07/01/07 TO 06/30/08 NEWPORT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
65	FY09 07/01/08 TO 06/30/09 NEWPORT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
66	FY10 07/01/09 TO 06/30/10 NEWPORT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
67	FY11 07/01/10 TO 06/30/11 NEWPORT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
68	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
69	FY08 07/01/07 TO 06/30/08 NEWPORT CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
70	FY09 07/01/08 TO 06/30/09 NEWPORT CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
71	FY10 07/01/09 TO 06/30/10 NEWPORT CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
72	FY11 07/01/10 TO 06/30/11 NEWPORT CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
73	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
74	FY08 07/01/07 TO 06/30/08 NEWPORT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
75	FY09 07/01/08 TO 06/30/09 NEWPORT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
76	FY10 07/01/09 TO 06/30/10 NEWPORT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
77	FY11 07/01/10 TO 06/30/11 NEWPORT CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
78	FY12 07/01/11 TO 06/30/12 NEWPORT CAMPUS ON-SITE	1.00	Hour		

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	OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.				
79	FY08 07/01/07 TO 06/30/08 FLANAGAN CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
80	FY09 07/01/08 TO 06/30/09 FLANAGAN CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
81	FY10 07/01/09 TO 06/30/10 FLANAGAN CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
82	FY11 07/01/10 TO 06/30/11 FLANAGAN CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
83	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS MONTHLY MAINTENANCE SERVICE FOR ALL ELEVATORS ON THIS CAMPUS	12.00	Month		
84	FY08 07/01/07 TO 06/30/08 FLANAGAN CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
85	FY09 07/01/08 TO 06/30/09 FLANAGAN CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
86	FY10 07/01/09 TO 06/30/10 FLANAGAN CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
87	FY11 07/01/10 TO 06/30/11 FLANAGAN CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
88	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS ANNUAL NO LOAD SAFETY TEST WITH PRESSURE RELIEF VALVE TEST AS DESCRIBED IN SECTION 5.	1.00	Each		
89	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS PERFORM A FULL LOAD FULL SPEED AS DESCRIBED IN SECTION 6.	1.00	Each		
90	FY08 07/01/07 TO 06/30/08 FLANAGAN CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
91	FY09 07/01/08 TO 06/30/09 FLANAGAN CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
92	FY10 07/01/09 TO 06/30/10 FLANAGAN CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
93	FY11 07/01/10 TO 06/30/11 FLANAGAN CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
94	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS ANNUAL FIREFIGHTER'S SERVICE TEST AS MENTIONED IN SECTION 7.	1.00	Each		
95	FY08 07/01/07 TO 06/30/08 FLANAGAN CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
96	FY09 07/01/08 TO 06/30/09 FLANAGAN CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
97	FY10 07/01/09 TO 06/30/10 FLANAGAN CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
98	FY11 07/01/10 TO 06/30/11 FLANAGAN CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
99	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS ON-SITE REGULAR LABOR RATE AS DESCRIBED IN SECTION 8.	1.00	Hour		
100	FY08 07/01/07 TO 06/30/08 FLANAGAN CAMPUS	1.00	Hour		

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Line	Description	Quantity	Unit	Unit Price	Total
	ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.				
101	FY09 07/01/08 TO 06/30/09 FLANAGAN CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
102	FY10 07/01/09 TO 06/30/10 FLANAGAN CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
103	FY11 07/01/10 TO 06/30/11 FLANAGAN CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9.	1.00	Hour		
104	FY12 07/01/11 TO 06/30/12 FLANAGAN CAMPUS ON-SITE OVERTIME LABOR RATE AS DESCRIBED IN SECTION 9. Line Note to Bidders: 7/1/07-6/30/12 PARTS AT MANUFACTURERS LIST PRICE LESS _____%.	1.00	Hour		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.state.ri.us. SELECT "INFORMATION" AND THEN SELECT "PREVAILING WAGE TABLE". THE STATE OF RHODE ISLAND USES THE GENERAL DECISION NUMBER RI20030001. PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSPECTION REQUIREMENTS

BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, TAKING MEASUREMENTS* WHEN REQUIRED, AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENT BEFORE SUBMITTING A BID. *MEASUREMENTS PROVIDED WITH ANY BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS

FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the

intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

READING VENDOR NAMES ONLY

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

ELEVATOR BLANKET REQUIREMENTS:

EFFECTIVE PERIOD: 07/01/07 TO 06/30/12

FY08 07/01/07 TO 06/30/08

FY09 07/01/08 TO 06/30/09

FY10 07/01/09 TO 06/30/10

FY11 07/01/10 TO 06/30/11

FY12 07/01/11 TO 06/30/12

ELEVATOR MAINTENANCE SYSTEM AND SERVICES AS PER SPECIFICATIONS FOR 13 ELEVATORS AT THE FOUR CAMPUSES AS LISTED BELOW:

KNIGHT CAMPUS (KC) ELEVATORS:

400 EAST AVENUE

WARWICK, RI 02886

(3) OTIS-GEARED TYPE: #394174, #394175 & #394176.

(1) OTIS-HYDRAULIC TYPE: #188259.

(1) THYSSEN-TAC-50 TYPE: #D78540

(1) OTIS DUMBWAITER: #394177.

LISTON CAMPUS (PC) ELEVATORS:

ONE HILTON STREET

PROVIDENCE, RI 02905

(1) HYDRAULIC PASSENGER TYPE: #91203

(1) DUMBWAITER: #91204

NEWPORT COUNTY CAMPUS (NC) ELEVATORS:

ONE JOHN H. CHAFEE BLVD

NEWPORT, RI 02840

(1) OTIS-HYDRAULIC TYPE: #211

(1) KONE-HYDRAULIC TYPE: #KC-831

FLANAGAN CAMPUS (FC) ELEVATORS:

1762 LOUISQUISSET PIKE

LINCOLN, RI 02865

(3) HYDRAULIC TYPE: #964, #965 & #966

SPECIFICATIONS:

VENDOR TO FURNISH MAINTENANCE ON THE EQUIPMENT ("UNITS") DESCRIBED HEREIN. THIS IS A FULL-SERVICE PREVENTIVE MAINTENANCE SERVICE. VENDOR WILL USE THE OTIS MAINTENANCE MANAGEMENT SYSTEMS PREVENTIVE MAINTENANCE PROGRAM OR EQUAL, TO DELIVER SERVICE TAILORED TO AGENCY'S SPECIFIC BUILDING NEEDS. EQUIPMENT TYPE, COMPONENT LIFE, EQUIPMENT USAGE, AND BUILDING ENVIRONMENT WILL BE TAKEN INTO ACCOUNT BY THE OMMS® SCHEDULING SYSTEM, (OR EQUAL) WHICH WILL BE USED TO PLAN MAINTENANCE ACTIVITIES IN ADVANCE. THE UNITS WILL BE PROVIDED WITH DEVICES TO MONITOR EQUIPMENT USAGE. VENDOR WILL MAINTAIN THE UNITS BY THE FOLLOWING TERMS AND CONDITIONS:

SECTION ONE -1-

MONTHLY SERVICE MAINTENANCE

VENDOR WILL MAINTAIN THE UNITS USING TRAINED PERSONNEL DIRECTLY EMPLOYED AND SUPERVISED BY THEM. THE MAINTENANCE WILL INCLUDE INSPECTION, LUBRICATION, ADJUSTMENT, AND, IF CONDITIONS OR USAGE WARRANT, REPAIR OR REPLACEMENT OF THE FOLLOWING PARTS:

A) CONTROLLER PARTS, SELECTORS AND DISPATCHING EQUIPMENT, RELAYS, SOLID-STATE COMPONENTS, TRANSDUCERS, RESISTORS, CONDENSERS, POWER AMPLIFIERS, TRANSFORMERS, CONTACTS, LEADS, DASHPOTS, TIMING DEVICES, COMPUTER AND MICROCOMPUTER DEVICES, STEEL SELECTOR TAPES, MECHANICAL AND ELECTRICAL DRIVING EQUIPMENT, SIGNAL LAMPS, AND POSITION INDICATING EQUIPMENT.

B) DOOR OPERATORS, CAR DOOR HANGERS, CAR DOOR CONTACTS, DOOR PROTECTIVE DEVICES, LOAD WEIGHING EQUIPMENT, CAR FRAMES, CAR SAFETY MECHANISMS, PLATFORMS, CAR AND COUNTERWEIGHT GUIDE SHOES

INCLUDING ROLLERS AND GIBS, AND EMERGENCY CAR LIGHTING.

C) HOISTWAY DOOR INTERLOCKS AND HANGERS, BOTTOM DOOR GUIDES, AND AUXILIARY DOOR CLOSING DEVICES.

D) MACHINES, WORMS, GEARS, THRUST BEARINGS, DRIVE SHEAVES, DRIVE SHEAVE SHAFT BEARINGS, BRAKE PULLEYS, BRAKE COILS, CONTACTS, LININGS, AND COMPONENT PARTS.

E) MOTORS, MOTOR GENERATORS, MOTOR WINDINGS, ROTATING ELEMENTS, COMMUTATORS, BRUSHES, BRUSH HOLDERS, AND BEARINGS.

F) GOVERNOR COMPONENTS, GOVERNOR SHEAVES AND SHAFT ASSEMBLIES, BEARINGS, CONTACTS, GOVERNOR JAWS, DEFLECTOR OR SECONDARY SHEAVES, CAR AND COUNTERWEIGHT BUFFERS, CAR AND COUNTERWEIGHT GUIDE RAILS, CAR AND COUNTERWEIGHT SHEAVE ASSEMBLIES, TOP AND BOTTOM LIMIT SWITCHES, GOVERNOR TENSION SHEAVE ASSEMBLIES, AND COMPENSATING SHEAVE ASSEMBLIES.

G) PUMPS, PUMP MOTORS, OPERATING VALVES, VALVE MOTORS, LEVELING VALVES, PLUNGER PACKINGS, EXPOSED PIPING, ABOVE GROUND PLUNGERS AND CYLINDERS, AND HYDRAULIC FLUID TANKS.

IN ADDITION, VENDOR WILL REPLACE ALL WIRE ROPES OR COATED STEEL BELTS AS OFTEN AS NECESSARY TO MAINTAIN AN APPROPRIATE FACTOR OF SAFETY. AS CONDITIONS, USAGE, OR CODE WARRANTS, VENDOR WILL EQUALIZE THE TENSION ON HOISTING ROPES, RESOCKET ROPES FOR DRUM MACHINES, AND REPAIR OR REPLACE CONDUCTOR CABLES AND HOISTWAY AND MACHINE-ROOM ELEVATOR WIRING AS NEEDED.

SECTION TWO -2-

PARTS INVENTORY

VENDOR WILL DURING THE TERM OF THIS CONTRACT MAINTAIN, EITHER IN THE ELEVATOR MACHINE ROOM OR AS PART OF OUR EXAMINER'S MOBILE INVENTORY, A SUPPLY OF FREQUENTLY USED REPLACEMENT PARTS AND LUBRICANTS SELECTED BY VENDOR TO MEET THE SPECIFIC ROUTINE REQUIREMENTS OF THE UNITS. ANY PARTS REPLACED UNDER THIS CONTRACT WILL BE WITH NEW PARTS MANUFACTURED OR SELECTED BY MANUFACTURER OR WITH PARTS REFURBISHED TO MANUFACTURER STANDARDS. REPLACEMENT PARTS STORED IN THE

MACHINE ROOM REMAIN VENDOR'S PROPERTY UNTIL INSTALLED IN THE UNITS. VENDOR WILL FURNISH REPLACEMENT PARTS IN EXCHANGE FOR THE PARTS REPLACED. VENDOR FURTHER AGREES TO MAINTAIN A SUPPLY OF ROUTINE REPLACEMENT PARTS IN THEIR LOCAL PARTS WAREHOUSE INVENTORY AND/OR THE VENDOR'S SERVICE CENTER, AVAILABLE FOR EXPRESS DELIVERY IN CASE OF EMERGENCIES.

VENDOR WILL MAINTAIN A SUPPLY OF GENUINE MANUFACTURER MAJOR COMPONENTS AVAILABLE FOR EMERGENCY REPLACEMENT IN THEIR WAREHOUSE INVENTORY. THIS INVENTORY INCLUDES, BUT IS NOT LIMITED TO, GENERATOR ROTATING ELEMENTS, MOTOR ROTATING ELEMENTS, BRAKE MAGNETS, SOLID-STATE COMPONENTS, SELECTOR TAPES, AND DOOR OPERATOR MOTORS. MAJOR COMPONENTS WILL BE IN VENDOR'S WAREHOUSE INVENTORY OR AVAILABLE FROM FACILITIES LOCATED THROUGHOUT NORTH AMERICA.

SECTION THREE -3-

RESPONSIVENESS

VENDOR WILL, AT AGENCY'S REQUEST, PROVIDE ACCESS TO E*SERVICE VIA OTIS.COM (OR EQUAL) AND/OR THE OTISLINE® 24-HOUR, YEAR-ROUND DISPATCHING SERVICE. IN THE EVENT A UNIT MALFUNCTION OCCURS BETWEEN REGULAR EXAMINATIONS, AGENCY WILL BE ABLE TO PLACE A SERVICE CALL ON E*SERVICE OR THROUGH AN OTISLINES (OR EQUAL) CUSTOMER SERVICE REPRESENTATIVE, WHO WILL, AT AGENCY REQUEST, DISPATCH AN EXAMINER TO PERFORM SERVICE. IN THE EVENT VENDOR RECEIVES AN ADA CALL OUTSIDE OF REGULAR WORKING HOURS, VENDOR SHALL MAKE AT LEAST ONE ATTEMPT TO CONTACT A BUILDING REPRESENTATIVE FOR AN ASSESSMENT OF THE SITUATION AND AUTHORIZATION TO RESPOND TO THE CALL. IF VENDOR IS UNABLE TO REACH A BUILDING REPRESENTATIVE, VENDOR SHALL RESPOND TO THE ADA CALL. THE VISIT WILL BE TREATED AS A CALLBACK OUTSIDE OF REGULAR WORKING HOURS.

THE RESPONSE TIME TO CALL SHALL BE NOT MORE THAN ONE (1) HOUR DURING REGULAR BUSINESS HOURS AND NOT MORE THAN ONE (1) HOUR OUTSIDE OF REGULAR BUSINESS HOURS. THE RESPONSE TIME FOR ENTRAPMENT

SHALL BE TWENTY (20) MINUTES; THE AVERAGE RESPONSE TIME TO AID THE HANDICAP SHALL BE WITHIN THIRTY (30) MINUTES.

SECTION FOUR -4-

REPORTS — E*SERVICE (OR EQUAL)

VENDOR WILL USE THE OMMS (OR EQUAL) PROGRAM TO RECORD COMPLETION OF MAINTENANCE PROCEDURES. VENDOR WILL, AT AGENCY'S REQUEST, PROVIDE ACCESS TO E*SERVICE VIA OTIS.COM. (OR EQUAL) AGENCY WILL BE ABLE TO ACCESS TWELVE (12) MONTHS OF REPAIR, COMPLETED MAINTENANCE PROCEDURE AND SERVICE CALL HISTORY FOR THE UNIT(S). AGENCY WILL BE RESPONSIBLE FOR OBTAINING INTERNET ACCESS TO USE E*SERVICE. (OR EQUAL)

SECTION FIVE -5-

SAFETY TESTS

A) TRACTION ELEVATORS:

VENDOR WILL PERIODICALLY EXAMINE SAFETY DEVICES AND GOVERNORS OF THE UNITS. VENDOR WILL CONDUCT AN ANNUAL NO LOAD TEST AND ANNUAL PRESSURE RELIEF VALVE TEST.

AS REQUIRED BY CODE, OR ONCE EVERY FIVE YEARS AT A MINIMUM, VENDOR WILL MEASURE THE COATED STEEL BELTS FOR FACTOR OF SAFETY USING A METHOD APPROVED BY THE MANUFACTURER.

B) HYDRAULIC ELEVATORS

VENDOR WILL CONDUCT AN ANNUAL NO LOAD TEST AND ANNUAL PRESSURE RELIEF VALVE TEST.

C) ROPED HYDRAULIC ELEVATORS

THESE TEST WILL BE PERFORMED AS SET FORTH IN THE EDITION OF AMERICAN NATIONAL STANDARD SAFETY CODE FOR ELEVATORS (ANSI, A17.1) AT THE TIME THIS AGREEMENT IS ENTERED INTO

SECTION SIX -6-

FIVE YEAR LOAD TESTING

VENDOR WILL PERFORM AT EACH FIFTH YEAR A FULL LOAD, FULL SPEED TEST OF SAFETY MECHANISMS, OVERSPEED GOVERNORS, AND CAR BUFFERS. IF REQUIRED, THE

GOVERNOR WILL BE RECALIBRATED AND SEALED FOR PROPER TRIPPING SPEED.

AS REQUIRED BY CODE, OR ONCE EVERY FIVE YEARS AT A MINIMUM, VENDOR WILL MEASURE THE COATED STEEL BELTS FOR FACTOR OF SAFETY USING A METHOD APPROVED BY THE MANUFACTURER.

SECTION SEVEN -7-

FIREFIGHTERS' SERVICE TEST

THE OPERATIONAL TESTING OF THE FIREFIGHTERS SYSTEM IS INCLUDED IN THIS CONTRACT AGREEMENT. IF ANY AUTHORITIES OR THE VENDOR REQUIRE THE FIRE SYSTEM TO BE TESTED AS A SEPARATE TASK, THE AGENCY WILL BE BILLED.

IF DURING THE INITIAL FIREFIGHTER'S SERVICE TEST ANY ELEVATOR FIREFIGHTER'S SERVICE IS FOUND TO BE INOPERABLE, THE BUILDING IS RESPONSIBLE FOR ALL OF THE COST ASSOCIATED WITH THE REPAIRS NECESSARY TO BRING THE UNIT IN COMPLIANCE WITH THE APPLICABLE CODES.

SECTION EIGHT -8-

NORMAL HOURS

RATE PER HOUR ON-SITE FOR WORK NOT COVERED IN THE MONTHLY SERVICE MAINTENANCE (SECTION 1).

ALL MAINTENANCE PROCEDURES AND REPAIRS WILL BE PERFORMED DURING VENDOR'S REGULAR WORKING HOURS OF THEIR REGULAR WORKING DAYS FOR THE EXAMINERS WHO PERFORM THE SERVICE. ALL LAMP AND SIGNAL REPLACEMENTS WILL BE PERFORMED DURING REGULAR EXAMINATIONS.

PROVIDE AN HOURLY RATE ON-SITE FOR WORK NOT COVERED IN THE MONTHLY SERVICE MAINTENANCE (SECTION 1).

FOR PURPOSES OF THIS CONTRACT, A CALLBACK IS A RESPONSE BY VENDOR TO A REQUEST FOR SERVICE OR ASSISTANCE MADE (A) BY THE CUSTOMER OR CUSTOMER REPRESENTATIVE, (B) BY THE BUILDING OR BUILDING REPRESENTATIVE, (C) BY EMERGENCY PERSONNEL, (D) THROUGH THE ADA PHONE LINE, AND/OR (E) THROUGH REM MONITORING SYSTEM (OR EQUAL), FOR SERVICE OR

ASSISTANCE, ON AN AS NEEDED BASIS, EXCLUDING
REGULARLY SCHEDULED MAINTENANCE.

REGULAR WORKING HOURS: 8:00 AM — 4:30 PM.

REGULAR WORKING DAYS: MONDAY — FRIDAY EXCLUDING
HOLIDAYS.

SECTION NINE -9-

OVERTIME

RATE PER HOUR ON-SITE FOR WORK NOT COVERED IN THE
MONTHLY SERVICE MAINTENANCE (SECTION 1).

OVERTIME RATE APPLIES TO: 4:30 PM – 7:00 AM MONDAY –
FRIDAY, WEEKEND AND HOLIDAYS ALL DAY.

CALLBACKS OUTSIDE OF REGULAR WORKING HOURS WILL
BE BILLED AT STANDARD OVERTIME RATES.

SECTION TEN -10-

OWNERSHIP AND LICENSES

A) WIRING DIAGRAMS:

AGENCY AGREE TO PROVIDE VENDOR WITH CURRENT
WIRING DIAGRAMS REFLECTING ALL PREVIOUSLY MADE
CHANGES FOR UNITS COVERED BY THIS CONTRACT TO
FACILITATE PROPER MAINTENANCE OF THE EQUIPMENT.
VENDOR SHALL MAINTAIN THE WIRING DIAGRAMS SO THAT
THEY PROPERLY REFLECT ANY CHANGES MADE BY VENDOR
TO THE EQUIPMENT. THESE DIAGRAMS WILL REMAIN
AGENCY PROPERTY.

B) VENDOR SERVICE EQUIPMENT

ANY COUNTERS, METERS, TOOLS, REMOTE MONITORING
DEVICES, OR COMMUNICATION DEVICES WHICH VENDOR
MAY USE OR INSTALL UNDER THIS CONTRACT REMAIN
VENDOR'S PROPERTY, SOLELY FOR THE USE OF ITS
EMPLOYEES. SUCH SERVICE EQUIPMENT IS NOT
CONSIDERED A PART OF THE UNITS. AGENCY GRANTS
VENDOR THE RIGHT TO STORE OR INSTALL SUCH SERVICE
EQUIPMENT IN OUR BUILDING AND TO ELECTRICALLY
CONNECT IT TO THE UNITS. AGENCY WILL RESTRICT ACCESS
TO THE SERVICE EQUIPMENT TO AUTHORIZED VENDOR
PERSONNEL. AGENCY AGREES TO KEEP THE SOFTWARE
RESIDENT IN THE SERVICE EQUIPMENT IN CONFIDENCE AS A
TRADE SECRET FOR THE VENDOR. AGENCY WILL NOT
PERMIT OTHERS TO USE, ACCESS, EXAMINE, COPY, DISCLOSE

OR DISASSEMBLE THE SERVICE EQUIPMENT OR THE SOFTWARE RESIDENT IN THE SERVICE EQUIPMENT FOR ANY PURPOSE WHATSOEVER. IF THE SERVICE IS TERMINATED FOR ANY REASON, VENDOR WILL BE GIVEN ACCESS TO OUR PREMISES TO REMOVE THE SERVICE EQUIPMENT, INCLUDING THE RESIDENT SOFTWARE, AT VENDOR'S EXPENSE.

C) VENDOR SOFTWARE

SOFTWARE OWNED BY VENDOR MAY BE EMBEDDED IN PARTS OR OTHERWISE PROVIDED BY VENDOR AS PART OF THIS MAINTENANCE AGREEMENT. AGENCY WILL HAVE THE RIGHT TO USE THIS SOFTWARE ONLY FOR OPERATION OF THE UNITS FOR WHICH THE PART WAS PROVIDED. WE MAY ALSO MAKE A BACKUP OR ARCHIVAL COPY OF THE SOFTWARE, PROVIDED WE REPRODUCE THE COPYRIGHT NOTICE AND ANY OTHER LEGEND OF OWNERSHIP ON THE COPY. WE MAY NOT OTHERWISE COPY, DISPLAY, ADAPT, MODIFY, DISTRIBUTE, REVERSE ASSEMBLE, REVERSE COMPILE, OR OTHERWISE TRANSLATE THE SOFTWARE. WE WILL NOT TRANSFER POSSESSION OF THE SOFTWARE EXCEPT AS PART OF A TRANSFER OF OWNERSHIP OF THE UNITS AND THE ASSUMPTION OF THE RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT BY THE TRANSFEREE.

D) NON-VENDOR SOFTWARE

AGENCY RETAINS ITS RIGHT TO ANY SOFTWARE NOT PROVIDED BY VENDOR CONTAINED IN THE UNITS AND AGREE TO ALLOW VENDOR TO MAKE ONE BACKUP OR ARCHIVAL COPY FOR US.

E) SERVICE TOOLS

VENDOR IS RESPONSIBLE TO SECURE THE RIGHT TO USE ANY SPECIAL SERVICE TOOLS REQUIRED TO MAINTAIN OUR EQUIPMENT.

THESE TOOLS MUST BE PROVIDED PRIOR TO VENDOR BEGINNING MAINTENANCE ON SUCH EQUIPMENT.

F) THE UNITS

IT IS AGREED THAT THE VENDOR DOES NOT ASSUME POSSESSION OR CONTROL OF THE UNITS, THAT SUCH UNITS REMAIN OURS SOLELY AS OWNER AND OPERATOR, LESSEE, OR AGENT OF THE OWNER OR LESSEE, AND THAT WE ARE SOLELY RESPONSIBLE FOR ALL REQUIREMENTS IMPOSED BY ANY FEDERAL, STATE, OR LOCAL LAW, CODE, ORDINANCE OR REGULATION.

SECTION ELEVEN -11-

CLARIFICATIONS

A) THIS CONTRACT DOES NOT COVER CAR ENCLOSURES (INCLUDING, BUT NOT LIMITED TO, WALL PANELS, DOOR PANELS, CAR GATES, PLENUM CHAMBERS, HUNG CEILINGS, LIGHTING, LIGHT DIFFUSERS, LIGHT TUBES AND BULBS, HANDRAILS, MIRRORS AND FLOOR COVERINGS), NIL ALIGNMENT, HOISTWAY ENCLOSURES, HOISTWAY GATES, HOISTWAY INSERTS AND BRACKETS, MAINLINE DISCONNECT SWITCHES, DOORS, DOOR FRAMES, SILLS, SWING DOOR HINGES AND CLOSING DEVICES, BELOW GROUND OR UNEXPOSED HYDRAULIC CYLINDERS AND PLUNGERS BURIED OR UNEXPOSED PIPING. WITHOUT AFFECTING VENDOR OBLIGATION TO PROVIDE SERVICE UNDER THIS CONTRACT, WE AGREE TO PERMIT VENDOR TO TRAIN THEIR PERSONNEL ON THE UNITS. THIS CONTRACT DOES NOT COVER COMPUTER AND MICROCOMPUTER DEVICES, SUCH AS TERMINAL KEYBOARDS AND DISPLAY UNITS, WHICH ARE NOT EXCLUSIVELY DEDICATED TO THE ELEVATOR SYSTEM. THIS CONTRACT DOES NOT COVER TELEPHONES INSTALLED BY OTHERS, INTERCOMS, HEAT SENSORS, SMOKE SENSORS, COMMUNICATIONS EQUIPMENT, OR SAFETY SIGNALING EQUIPMENT, OR INSTRUCTIONS OR WARNINGS IN CONNECTION WITH USE BY PASSENGERS.

B) ALL COMPUTERS, DIAGNOSTIC TOOLS AND ETC. NEEDED TO MAINTAIN ALL UNITS WILL BE SUPPLIED BY VENDOR AND REMAIN THE PROPERTY OF THE VENDOR.

C) VENDOR WILL NOT BE REQUIRED: (I) TO MAKE ANY TESTS OTHER THAN THAT AS SPECIFICALLY SET FORTH HEREIN, (II) TO MAKE ANY REPLACEMENTS WITH PARTS OF A DIFFERENT DESIGN OR TYPE, (III) TO MAKE ANY CHANGES IN THE EXISTING DESIGN OF THE UNITS, (IV) TO ALTER, UPDATE, MODERNIZE OR INSTALL NEW ATTACHMENTS TO ANY UNITS, WHETHER OR NOT RECOMMENDED OR DIRECTED BY INSURANCE COMPANIES OR BY GOVERNMENTAL AUTHORITIES, (V) TO MAKE REPAIRS OR REPLACEMENTS NECESSITATED BY FAILURES DETECTED DURING OR DUE TO TESTING OF THE UNITS OR BURIED OR UNEXPOSED HYDRAULIC CYLINDERS OR PIPING AND (VI) TO MAKE ANY REPLACEMENTS, RENEWALS, OR REPAIRS NECESSITATED BY ANY OBSOLETE OR DISCONTINUED PART OF THE UNIT(S) OR BY REASON OF ANY CAUSE BEYOND OUR CONTROL (EXCEPT ORDINARY WEAR AND TEAR) INCLUDING, BUT NOT LIMITED TO, FIRE, EXPLOSION, THEFT,

FLOODS, WATER, WEATHER, EARTHQUAKE, INTENTIONAL VANDALISM/MISUSE/ ABUSE/MISCHIEF, OR REPAIRS BY OTHERS.

D) AGENCY ASSUMES RESPONSIBILITY FOR THE COST OF CORRECTING ALL ELEVATOR CODE VIOLATIONS EXISTING ON THE DATE VENDOR ENTERS INTO THIS CONTRACT.

IF SUCH CODE VIOLATIONS OR OTHER OUTSTANDING SAFETY VIOLATIONS ARE NOT CORRECTED IN ACCORDANCE WITH THIS CONTRACT, VENDOR MAY WITH RESPECT TO THE EQUIPMENT NOT MEETING CODE REQUIREMENTS CANCEL THIS CONTRACT BY PROVIDING THIRTY (30) DAYS WRITTEN NOTICE.