

CITY CLERK

ORIGINAL

LINKING AGREEMENT

BETWEEN

THE CITY OF GLENDALE, ARIZONA

AND

KONE, Inc.

C-10147

07/15/15

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ¹⁵ day of *July*, 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and KONE, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 5, 2011, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Elevator Repair and Maintenance Contract, Contract No. ADSPO12-012973, which is attached hereto as Exhibit A. The Elevator Repair and Maintenance Contract permits its cooperative use by other governmental agencies including the City. The Elevator Repair and Maintenance Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 5, 2011, until the date the contract expires on October 4, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond October 4, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until October 4, 2015.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty-five thousand dollars (\$25,000.00).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

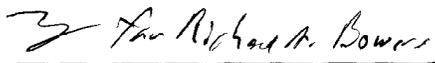
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

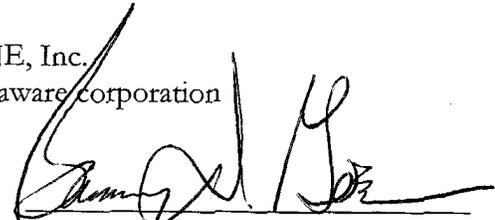
“City”

City of Glendale, an Arizona
municipal corporation

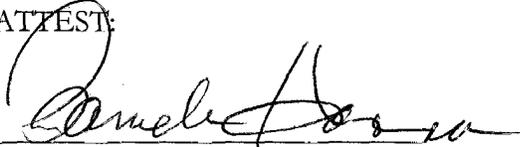
By: 
Richard A. Bowers
Acting City Manager

“Contractor”

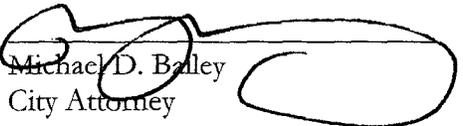
KONE, Inc.
a Delaware corporation

By: 
Name: ~~Jessica Barszcz~~
Title: ~~Sales Representative~~
Sammy Goe
Manager - Arizona
KONE Inc.

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STATE OF ARIZONA CONTRACT NO. ADSP012-012973**

EXHIBIT A



Master Blanket Purchase Order ADSP012-012973

Header Information

Purchase Order Number:	ADSP012-012973	Release Number:	0	Short Description:	Elevator Repair and Maintenance
Status:	3PS - Sent	Purchaser:	Jennifer Wenger	Receipt Method:	Quantity
Fiscal Year:	2012	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	10/05/2011 11:21:17 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	No
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00
Contact Instructions:	jennifer.wenger@azdoa.gov				

Master Blanket/Contract End Date (Maximum): 10/04/2016 11:59:59 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:

Attachments: [PO Terms & Conditions, Attachment I - Equipment List, ADSP011-00000547 Elevator Repair and Maintenance-Solicitation Doc.doc](#), [Attachment II Uniform Terms and Conditions.pdf](#), [Amendment I- Elevator Repair and Maintenance~1.doc](#), [Amendment II- Elevator Location Visist Schedule.doc](#), [Evaluation Comittee Info.pdf](#), [Pre Offer Conference sign in.pdf](#), [Legal Advertisement~1.pdf](#), [KONE Good Standing ADSP011-00000547.pdf](#), [ThyssenKrupp Good Standing ADSP011-00000547.pdf](#), [Centric Confidentiality Determination.pdf](#), [Centric Response to ADSP011-00000547.pdf](#), [Evaluation Tool Weighted - Final.xlsm](#), [KONE Confidentiality Determination.pdf](#), [ThyssenKrupp Confidentiality Determination.pdf](#), [Reference Check for Centric.doc](#), [Reference Check for KONE.doc](#).

Reference Check for OTIS Elevator Company.doc, Reference Check Schindler.doc, Reference Check ThyssenKrupp.doc, ThyssenKrupp Response ADSP011-00000547 Consolidated I.pdf, Consolidated Response KONE Inc. I.pdf, RFP Determination-6.pdf, Otis Response Consolidated.pdf, KONE Contract ADSP012-012973.pdf, Centric Non-Award Letter.pdf, KONE Award Letter.pdf, ThyssenKrupp Award Letter.pdf, Schindler Non-Award Letter.pdf, Otis Non-Award Letter.pdf, KONE COI.pdf, Award determination and Concensus Statements-1.pdf, Contract Amendment No. 3 Kone.pdf, COI Vaild thru 01.01.2013, Contract Amendment Four (4).pdf, Contract Amendment Five (5).pdf, KONE C of I.pdf, Change Order Summary 6 - Kone, Kone C of I.pdf

Primary Vendor Information & PO Terms

Vendor: 000006900 - KONE INC
 Brad Smith
 21410 N 15th Lane, Suite 100
 Phoenix, AZ 85027
 US
 Email: brad.smith@kone.com
 Phone: (623)434-3599
 FAX: (623)434-2701

Payment Terms: 1% 15 Net 30

Shipping Method: Best Way

Shipping Terms: As Specified

Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to andrew.ogden@kone.com at 10/09/2011 08:27:41 AM	
Change Order 1	Emailed to andrew.ogden@kone.com at 10/09/2011 08:27:44 AM	10/05/2011 03:49:23 PM
Change Order 2	Emailed to andrew.ogden@kone.com at 10/12/2011 01:31:47 PM	10/12/2011 02:26:28 PM
Change Order 3	Emailed to andrew.ogden@kone.com at 10/31/2011 01:19:30 PM	10/31/2011 03:02:29 PM
Change Order 4	Emailed to andrew.ogden@kone.com at 10/09/2012 09:53:30 AM	
Change Order 5	Emailed to andrew.ogden@kone.com at 07/09/2013 10:07:34 AM	
Change Order 6	Emailed to andrew.ogden@kone.com at 07/12/2013 09:01:14 AM	
Change Order 7	Emailed to andrew.ogden@kone.com at 10/17/2013 10:58:15 AM	10/17/2013 03:18:35 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000006900	13623574230	KONE INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 10/05/2011 **Master Blanket/Contract End Date:** 10/04/2015

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

1-5 of 14
 1 2 3

Print Sequence # 1.0, Item # 1: Mechanic - Regular Time 3PS - Sent

NIGP Code:

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

SENT VIA E-MAIL [mailto: Brad.Smith@kone.com]

October 5, 2011

KONE, Inc
Brad Smith
4645 W. McDowell Road, Suite 101
Phoenix, AZ 85035

**RE: NOTICE OF SOLICITATION ADSP011-00000547 RESULTS
Elevator Repair and Maintenance**

Dear Mr. Smith:

 The proposal received from KONE, Inc. was evaluated in accordance with the evaluation factors set forth in the solicitation, ADSP011-00000547 for Elevator Repair and Maintenance Services. I am pleased to inform you that your Company's proposal has been selected for award.

The files for this solicitation, including the resulting contract, are now available for public viewing online at ProcureAZ. The resulting contract number is ADSP012-012973 with a begin date of October 5, 2011.

The Contract requires verification of insurance be provided prior to commencement of work being performed by the Contractor. Therefore, a certificate of insurance must be submitted within five (5) days of receipt of this correspondence. The certificate of insurance must exactly match all the requirements and language provided in the Solicitation, Special Terms and Conditions.

KONE Inc. shall not begin any work until the Procurement Officer assigned to your Contract, issues a written notice to proceed, or a Purchase Order is executed. Such notice may be provided by email. The State of Arizona will be unable to pay for any services provided without a Purchase Order. If you have any questions in this regard, please contact me by email at martina.borck@azdoa.gov or by phone at (602) 542-9139.

Thank you for your proposal and for your continued interest in doing business with the State of Arizona. On behalf of the State of Arizona and the Department of Administration, I congratulate you on your contract award.

Sincerely

A handwritten signature in cursive script that reads "M. Borck".

Martina Borck
Procurement Officer

cc: Solicitation File – ADSP011-00000547

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STATE OF ARIZONA CONTRACT NO. ADSP012-012973**

EXHIBIT B

PROJECT

The City of Glendale is securing a qualified vendor to provide monthly maintenance and repair of elevators in city facilities.



Contract Change Order Summary

Contract No.: ADSP012-012973

Change Order No.: 6

Date: July 21, 2014

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

A. In accordance with Special Terms and Conditions Paragraph 9.2 Contract Extension, the contract is hereby extended through October 4, 2015.

B. Special Terms and Conditions Paragraph 4, Eligible Agencies, is hereby modified and shall read as follows;

6. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

1. Introduction

1.1 Purpose

The purpose of this solicitation is to contract with qualified firm(s) or individual(s) to perform all preventative maintenance, repairs and inspections as required for elevators at various locations within the State of Arizona. Please see exhibit A, for a list of elevators that are on the current *Statewide Contract for Elevator Maintenance and Repair*, EPS060002-A2-1-A10. The contract(s) awarded as a result of this solicitation will replace the current statewide contract.

Any new elevators and/or modernization of existing elevators that are currently under an existing warranty will initially be excluded from the resultant contract until such time as the current warranty expires. As existing maintenance/warranty agreements expire, equipment will be added in accordance with contract terms and conditions. All repair projects estimated to exceed \$25,000.00 may be bid out by the eligible agency in compliance with the Arizona State Procurement Code.

Contractor(s) will work with the eligible agencies (hereinafter Ordering Agency) to ensure that the equipment covered under this contract receive those services necessary to meet industry safety and operating standards.

2. Scope of Work

2.1 Inspections and Testing

The contractor shall provide assistance to the State Elevator Inspectors. The contractor(s) shall provide the manpower to assist the State Elevator Inspectors in their annual inspections. The on-site personnel such as a technician or helper may be used for this purpose provided service personnel are still available for any trouble calls that occur. The contractor shall make, or cause to have made, repairs and/or testing identified by the Arizona State Inspectors in the form of Correction Orders that has been included in the scope of work identified in this contract, at no additional cost to the State.

All elevator systems covered shall be completely inspected and serviced on a weekly basis if requested by the Ordering Agency. The contractor shall obey the Arizona Elevator Act (Title 23, Chapter 2, Article 12) and ASME A17.1 Safety Code for Elevators and Escalators.

In addition, extra service personnel shall be required to respond to trouble calls, to ensure preventative maintenance schedules are not interrupted.

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations and frequency of performance required. The successful contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.

2.1.1 Services shall include, but not be limited to, the cleaning, lubrication, adjustment, repair and replacement of worn parts necessary to maintain the unit within the guidelines specified in ANSI/ASME 17.1 and in this agreement.

2.1.2 No elevator equipment room door locks will be added or changed without approval from the appropriate Contract Administrators for each building.

2.2 Staffing

The contractor shall provide adequate on-site staffing to insure a preventative maintenance program as required by this contract and respond to service trouble calls within the specified time frame. The staffing shall be adequate to cover all applicable locations during the standard hours of operation. Sufficient manpower will be required to meet requirements of this contract, including preventative maintenance, emergency service and response to trouble calls for all elevators during the normal business hours.

The on-site staffing will not be called off the on-site location during normal business hours, from 7:00 A.M. to 5:00 p.m. without prior knowledge and consent of the Contract Administrator. The on-site staffing shall not be assigned to major elevator upgrades and/or the remodeling (modernization) of the States elevator systems, which may be awarded under a separate contract.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

3. Scheduled Maintenance

Contractor shall be required to maintain the entire elevator equipment as hereinafter described, using technicians trained and qualified in the proper maintenance of the appropriate elevator system. These technicians shall be qualified to keep the equipment properly adjusted, and shall use all reasonable care to maintain the elevators in proper and safe operating condition.

All scheduled periodic inspections and maintenance services shall be in accordance with OEM and Industry Standards and as required by the State Elevator Inspector and as outlined in this document. The contractor(s) shall provide all testing required for each elevator to maintain the annual licensing by the State Elevator Inspector.

The Contractor shall regularly and systematically examine each elevator at a minimum once per month. The contractor shall cooperate with the Ordering Agency to provide a schedule of maintenance services to be performed for the elevator systems included under this contract. The agreed upon schedule shall not be altered without prior written approval from the Ordering Agency. The contractor shall at a minimum perform the following as part of the maintenance of each elevator.

3.1 Semi-Monthly (Traction Elevators) and Monthly Services (Hydraulic Elevators)

Inspections shall be provided sufficient to ensure that, during such inspections, the following operations are to be performed on alternate weeks, part one week, and the remainder the following week, continuing on this basis throughout the contract period:

- a. Ride each car; check operation of car and hatch doors; also acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- b. Inspect and wipe clean all motors, machines, and generators and hydraulic components.
- c. Inspect controllers, selectors, selector drives, and governors.
- d. Clean and adjust all controller and selector contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
- e. Wipe clean all motor, communicators, clean and check brushes, and brush holders. Renew or reseal brushes if necessary.
- f. Clean and lubricate direction and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required to proper operation. Clean pulley if necessary.
- h. Check and record operation of in car emergency phone, emergency cab lighting and phase I fire service recall.

3.2 Quarterly Services

- a. Clean hoist-way pits and inspect equipment in them. Make repairs and replacements as necessary.
- b. Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, bushings, and rubbing surfaces for cleanliness and wear.
- c. Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- d. Check retiring cam operation and make necessary adjustments or corrections.
- e. Examine all wire ropes and fastenings, check and adjust rope tension.
- f. Examine traveling cables for wear and position.
- g. Examine counterweight.
- h. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, repair or replace as necessary.
- i. Lubricate selector drive screw and guides and clean contacts if necessary.
- j. Clean and lubricate automatic slow-down and stopping switches on top of cars.
- k. Clean car position indicators, re-lamp, and adjust if necessary.
- l. Inspect, clean, and lubricate car guides (unless roller guides are used).
- m. Inspect hydraulic valves, belts, motors, pumps, and associated equipment. Make repairs or replacements as necessary.

3.3 Semi-Annual Services

- a. Check bearings for proper operation and wear.
- b. Examine machine gear teeth for cutting or noise.
- c. While riding on top of cars, physically check condition and operation of door locking equipment.
- d. Perform electrical test of door interlock circuits.
- e. Examine door locks and door closer equipment. Clean door channels.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

- f. Examine car and counterweight guide shoe and fastening.
- g. Renew gibs or rollers when necessary. Lubricate switches and buttons.
- h. Remove car station cover, position indicator cover, and indicator fixture covers, blow out; clean or lubricate switches and buttons and re-lamp.

3.4 Annual Services

- a. Examine, clean with proper solution, and repair as necessary, communicator, brushes, and brush holders of all small control motors and regulators.
- b. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, readjust, repair or replace as necessary.
- c. Check, clean and adjust operation of slow down and limit switches.
- d. Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety at slowest operating speed, with no load.
- e. Examine, clean and add oil to buffers. If necessary, perform "hand test" of plunger return.
- f. Blow out and vacuum clean controller motors and motor generator sets.
- g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- h. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustment.
- i. Clean and lubricate hatch door hangers, track and door arms.
- j. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- k. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- l. Schedule, coordinate and complete statutory and other equipment tests including but not limited to: Annual no load slow speed test of car and counterweight safeties, governors, and buffers, 1-year annual tests, 5-year, full load, full speed test or car and counterweight safeties, governors and buffers.

4. Record Keeping / Log Books

A copy of the schedule shall be given to the Ordering Agency. Log books and elevator monthly preventative maintenance schedules shall be placed in each elevator equipment room and be available for review by all appropriate personnel. The Contractor shall also keep a computerized log of all maintenance, callbacks, and repair work. This computerized log shall also be submitted electronically to the applicable Ordering Agency on a monthly basis. This report shall contain at a minimum: building number, elevator state ID number, name of mechanic, brief description of the problem, the date and time work was performed, problem reported by, expected returned to service time and date and/or indicate elevator is in service. The preventative maintenance schedule shall contain at a minimum: building name, elevator manufacturer, Arizona State elevator serial numbers, model number (s), examination frequency, examination hours

5. Housekeeping

The contractor shall clean all elevator equipment. Cleaning shall occur at regular intervals sufficient to maintain a professional appearance and preserve the life of the equipment. The cleaning shall include at a minimum all elevator guide rails, overhead sheaves, beams and counterweight rails, car tops, bottom of platforms, pits, car door seals, and machine room floors on a monthly basis at a minimum. Cleaning of interiors of cars and exteriors of hoistway doors and frames shall be excluded.

5.1 Lubricate

The contractor shall lubricate machinery and equipment at intervals recommended by the equipment manufacturer or as directed by OEM or industry standards. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment and shall be furnished by the Contractor. The Contractor shall remove all "Drained Oils" from the site and disposal of at the contractor's expense in accordance with CFR-40 and CFR-49.

5.2 Adjust

The contractor shall use qualified individuals and proper diagnostic tools to make all necessary adjustments when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use and at regular intervals frequent enough to maintain a smooth quiet ride and optimum operating condition.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

5.3 Replace

The contractor shall "replace" all items covered under the contract as required. Replacement of the items shall occur during the course of scheduled preventative maintenance, at a frequency sufficient to prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator and to extend the useful life of the elevator. Parts redesigned by and recommended as replacement parts by the original equipment manufacturer shall be used.

5.4 Repairs

The contractor shall be responsible for all necessary repairs to elevator components due to wear and use of the elevator system. The Contractor shall determine the nature and extent of parts and labor required to restore machinery and equipment satisfactory performance condition. The contractor shall absorb all cost for labor, materials, expenses, and supplies, which occur as a result of the stated repair, including blueprints, schematics, obsolete parts and special tooling. The contractor shall furnish and install or repair when and as necessary: all motors; motor generators or solid state drives including P.C. Boards; controllers including valves; controller relays, contacts, coils, timers; wiring; operating circuit components; hoist cables and shackles; selectors; worms; gears; thrusts; bearings; brake plunger assembly; brake magnet coils; brake shoes; magnet frames; brushes; cams; car door and corridor hangers; tracks and door operating devices and guides, interlocks and door closures; contacts; car gates safety devices, governors, push buttons, enunciators, shell lanterns and indicators, system replacement lamps and other elevator signal equipment including emergency lighting units and communication devices; rotating elements; all windings; Resistors and transformers; Firemen's service equipment; Buffers; all door gibs and car fans; telephones; guide shoe gibs and rollers; drive belts; sheaves and sheave assemblies; printers, CRT equipment, and modems.

All other repairs shall be made upon authorization by the Owner Agency. The Contractor shall supply all labor, materials, and supplies at contracted rates. Upon completion of all repair work, the contractor shall submit an invoice detailing the nature of the work performed and related charges to the Owner Agency. Prior to any repairs being made by the contractor, the contractor shall submit a written proposal with a detailed listing of cost of parts for formal approval to proceed by the Owner Agency.

6 Perform Periodic Tests

The contractor shall perform periodic Safety Tests of the elevator components. The periodic safety tests shall be conducted according to the latest edition of the ANSI A17.1 Code. Test results shall be recorded on forms according to code. Certified copies of the completed test result forms shall be submitted to the applicable Owner Agency.

Periodic inspections, as performed by city, county, state, federal government, and/or insurance agencies, or their representatives, shall be included as part of this contract, and the contractor shall be responsible for all repairs and/or testing identified by these inspections in the form of Correction Orders at no additional cost to the Owner Agency.

7. Call Back Service (All Elevators)

The contractor shall go to a specific elevator to correct any problem and/or condition which, in Owner Agency's opinion needs attention before the contractor's next scheduled preventative maintenance visit. This "call back" is work that can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two (2) hours. Work required in excess of the basic two (2) hours and/or which requires a second person, shall be considered "Repair" work.

7.1 Call back service during regular hours:

The contractor shall, without additional charge to the Owner Agency, provide "call back" service during the regular working hours from 7:00 A.M. to 5:00P.M. The contractor shall respond to a "call back" within a maximum of twenty (20) minutes from the time reported to the contractor or upon an appropriate time agreed upon between the Contractor and Owner Agency upon preventative maintenance schedule set-up.

7.2 Emergency call back services

An "emergency call back" is a request from the Owner Agency, or Capital Police Services for the contractor to provide elevator service within one (1) hour during non-regular hours.

The contractor shall provide the Owner Agency with a list of emergency phone numbers. The contractor shall provide emergency services on a twenty-four hour, seven days a week schedule (24-7). In the event the Owner Agency cannot



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

make contact with the contractor, or the contractor does not respond to a call for service, the Owner Agency may, at its sole discretion, have the necessary repairs completed by an alternate source and all costs incurred will be the responsibility of the contractor. The Owner Agency shall provide an itemized list of necessary labor and materials provided by the alternate source.

The following is a prioritized list of emergency situations:

- Entrapments shall be identified as Priority One
- Single elevators in a building are critical.
- Two elevators in a building, both down, shall be considered critical.
- Multiple elevators in a building, one operational, shall not be an emergency and may be attended to the following business day.

All labor and material costs for "emergency call back" services required due to the performance of, or lack of performance, by the contractor shall be borne by the contractor. If "emergency call back" services are required by verifiable accident or by an act of vandalism, charges for materials and contracted hourly rates shall be billed to the Owner Agency.

7.3 Running on Arrival

If a call back service request is made on any elevator during regular business hours from 7:00 am to 5:00 pm and that elevator is found to be running on arrival (ROA), there will be no additional charge to Owner Agency. It shall be treated as any other service call to determine if the elevator is operating properly. The Owner Agency shall make every attempt to verify that the elevator is in fact out of service, before the call back service request is made.

8. Hours of Service

The contractor will perform all work during regular working hours of regular working days, Monday through Friday, 7:00 A.M. through 5:00 P.M.

Should an Agency request examination, emergency call back service, cleaning, lubrication, adjustments, repairs or replacements of elevator equipment be performed during other than regular working hours, the State will compensate the contractor for the overtime bonus hours at the contractor's quoted billing rates.

The contractor shall also adhere to the State's published paid holiday schedule and not the contractor's schedule. The State shall not be charged for over time hours for the contractor's paid holiday schedule, when it differs from the State. This shall be considered as standard hourly rate of pay for work completed on the contractor's holiday

9. Conditions of Service

The Ordering Agency shall provide the contractor with full and free access to the equipment to render services required.

10. Materials Used

All lubricants, parts, cleaning supplies and tools necessary to perform the work, shall be furnished by the contractor. All lubricants and wiping or cleaning rags kept on the site must be stored so as to not create a take out Safety or Fire Hazard and OSHA and NFPA Regulations shall be followed. All lubricants used shall be those recommended by the equipment manufacturer or of equal quality and grade. Copies of all Material Safety Data Sheets (MSDS) will be made available and on site.

The contractor shall keep an adequate supply of tools, test equipment, contacts, switch parts, coils, conductors, cables, springs, holders, supports, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, PC boards, regulators, power supplies, control modules, and other parts as deemed necessary by the applicable Contract Administrators, for prompt elevator repairs. An adequate supply of lubricants and wiping rags will also be on site. All replacement parts shall be new and specifically designed for the elevators on which they are used.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

10.1 Materials and Equipment Specifications

Where equipment, materials, or articles are referred to in the specification as "equal" or "equal to" any particular standard, the applicable Contract Administrator shall decide all questions of quality. Where any standard published specifications are referred to, the last edition or revision, including all amendments shall be used.

Material of a general description shall be the best of their kind or type, free from defects, and adapted to the use for which they are intended. The physical characteristics of all materials not particularly specified, shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the approved samples, if samples have been submitted. All welding and fabrication shall meet minimum standards set for by ASTM.

10.2 Substitution of Material or Equipment

Where materials or equipment are designated in these specifications by a trade or manufacturer's name, it is so designated primarily to establish standards of quality, finish appearance, and performance. It is not the intent of the State to limit the choice of materials and equipment to the specific product designated.

Substitutions for materials or equipment specifically designated in the manufacturer's specification shall be submitted to the applicable ADOA Contract Administrator and such requests shall be accompanied by complete data on which the State can make determination on the merits of the proposed substitutions. The substitution request shall be submitted with detailed written information stating how the product proposed compares with, or differs from, the designated product in composition, size, performance, reliability, cost advantages, etc.

All items approved for substitution shall be subject to all applicable provisions of the original specification. All specific requirements of the original specifications must be adhered to. All necessary modifications shall be made in the article specified by trade name type or model of manufacturer's equipment to make it conform to the original requirements of the specifications and the actual conditions under which the product is required to be used. All substituted items and or changes shall comply with the latest adopted version of ANSI/ASME A17.1.

11. Wiring Diagrams, Instruction Manuals, etc.

The Owner Agency will provide the Contractor all available information such as electrical wiring diagrams, instruction manuals, as-built submittals, etc. relating to the covered equipment for as long as this contract remains in effect. All drawings and copies thereof are the property of the State. They shall not be used on other work, and they shall be retained in good condition in the elevator machine room. Any circuit modifications or additions shall be made on the drawings in a neat and comprehensive manner.

For equipment where the Agency has no wiring diagrams the contractor shall supply wiring diagrams sufficient for them to perform the required maintenance on all elevator equipment.

The contractor shall provide and maintain in each machine room a maintenance schedule and a call back and repair log and shall make these documents available to the requesting Agency.

12. Performance

The elevators shall be adjusted and shall maintain the following performance standards:

The contractor agrees to maintain the original contract speed in feet per minute as follows: Hydraulic $\pm 10\%$, open loop traction $\pm 5\%$ and closed loop traction $\pm 3\%$ of the original performance times, including acceleration and retardation as originally designed and installed, and to perform the necessary adjustments as required to maintain the original ride quality and door opening and closing time, within limits of applicable codes or as specified by the Owning Agency.

Floor to floor time shall be as determined from the equipment manufacturers' specifications or Hydraulic 100 to 150 fpm, Traction 200 fpm. Floor to floor time is measured from start of door(s) close until elevator is stopped at next typical successive floor, in either direction of travel, and door(s) is $\frac{1}{4}$ open.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

Door times shall be in accordance with the following criteria. Door opening shall be between two (2) to three (3) feet per second. Door closing shall be one (1) foot per second.

Leveling accuracy for traction elevators under all load conditions shall be plus or minus ¼ inch. Leveling accuracy for hydraulic elevators under all load conditions shall be plus or minus 3/8 inch.

Elevators starting, acceleration, leveling, and stopping shall be smooth and free from jars and bumps. Full speed riding shall be without swaying or vibration. Elevator and door operation shall be quiet. Stops made upon operation of the emergency stop switch shall be more rapid than a routine stop, but not violent. Door pressure shall be maintained below thirty (30) pounds in closing.

The contractor further agrees, where applicable, to check the group dispatching systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as originally designed and installed.

13. Blueprints

The contractor shall keep current all blueprints for each site. A copy of such blueprints shall be kept at all times in the main equipment room for each elevator under contract.

14. Signage

When an elevator is out of service a professional quality 8 1/2" x 11" minimum magnetic sign and a barricade must be placed in plain sight on each floor the elevator services noting "Out of Service".

15. Emergency Telephone

Monthly telephone testing shall be performed during the State's standard hours of operation. This maintenance shall be performed with each elevator's monthly maintenance schedule. A monthly report shall be sent to the Elevator Contract Administrator indicating whether telephone is in service or not and the date tested.

16. Proprietary Equipment and Modifications

All modifications including parts, manuals tooling for diagnostics and repairs and material shall be made available to Owning Agency including proprietary parts and materials manufactured and or used, if approved by the Owning Agency. If the contractor or manufacturer will not make proprietary parts and material manufactured available to the State, no proprietary equipment or modifications will be allowed.

17. Patents

Contractor agrees to defend the State at the contractor's own expense, in all suits, actions, or proceedings in which the State is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the States use of the maintenance materials, parts, and or diagnostic tools.

Contractor further agrees to pay and discharge any and all judgments of decrees, which may be rendered in any such suit, action, or proceedings against the State. Contractor agrees to indemnify and hold harmless the State from any and all license, royalty, and proprietary fees or costs, including legal costs, which may arise out of the use of maintenance materials, and or diagnostic tools.

18. Risk of Loss

The Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials such as spare parts, tools, etc., stored at the site provided during the maintenance contract. Such loss, injury, or destruction shall not release the contractor from any obligation herein.

19. Third Party Inspection

The State of Arizona reserves the right to have a qualified third party of their choice inspect the maintenance work being performed by the contractor.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

The third party inspection (if used by the State) would generate a punch list of items to be completed by the contractor. Safety or code violations will be corrected immediately by the contractor. Safety or code violations will be corrected immediately by the contractor. Other punch list items will be completed within thirty (30) days at no additional cost to the State.

The third party inspector's decision regarding compliance shall be considered final.

20. Required Records and Reporting

Upon completion of services and inspections on elevators, the contractor shall furnish a written report to the applicable Contract Administrator.

Regarding all trouble calls, the report should state the building, the state elevator number, who called it in, the date and time it was called in, the reported problem, the reason for equipment failure and corrective action(s) taken, and who performed the repair. A list of material and parts used in the repairs, and adjustments made, will be included in all reports.

For routine services and inspection stops, the contractor may at his/her discretion use a pre-printed checklist indicating the service or inspection performed. In all cases, the contractor is to inform each Facilities Management Service Center of any equipment shutdown, the reasons for that shutdown, and an estimate of time until the equipment will be restored to normal operation.

The contractor shall keep an approved copy of all work schedules on display in the respective elevator equipment rooms. The schedules will be maintained throughout the year and used as a guide and checklist by the servicemen. The service men will initial all work performed on the checklist.

The contractor shall maintain an accurate and complete log of all work performed in addition to routine inspections. The log shall include emergency callback service requests and a description and the nature of all complaints and their resolution. The log shall be kept at the applicable Facilities Management Service Center and shall be kept current by the contractor daily.

The Elevator Contract Administrators shall make final decisions, solutions and/or resolutions to all questions which may arise pertaining to the duration of downtime, emergency callback, quality, and acceptability of materials furnished and work performed in the repair, maintenance, and service of all the elevators. The applicable Facilities Management Service Center shall be notified on any and all work performed on elevators, in advance, that would hinder the operation of the elevator for an extended period of time (longer than one hour), other than for inspections and minor repairs. All work will be performed in an orderly and timely manner eliminating needless down time. Written permission must be obtained from the applicable Facilities Management Department before performing any work other than those specified in this contract.

The contractor shall furnish a quarterly usage report of all elevators that were maintenance to the ADOA.

The contractor shall keep and maintain oil usage and oil loss records on all elevators. Monthly reports will be sent to the Elevator Contract Administrators. Abnormal loss shall be reported to the Elevator Contract Administrators as soon as possible.

All assigned contractor maintenance personnel, will sign-in and out each day at the appropriate Service Center.

The contractor will comply with Code of Federal Regulations CFR-29 1910.1200 The OSHA Hazard Communications Act. Copies of all MSDS will be on site. A copy of the contractor's safety program and procedures for workers safety will also be maintained on site.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

1. DEFINITIONS

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

“Master Blanket Purchase Order” means the contract, indicating that the contract will be in effect over a stated period of time.

“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.

“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the Contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchase” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

“Short Description” means the contract’ title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means Contractor.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

2. Contract.

2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

2.2 The State's primary contact for this solicitation and result contracts shall be:

Martina Borck, Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 542-9139
Fax: (602) 542-5508
Email: martina.borckl@azdoa.gov

2.3. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3. Site Visitation and Access by the Contractor

The contractor's personnel shall confine their activities to the work site and areas designated for contractor use. It shall be the contractor's responsibility to maintain an orderly work site and to remove debris, trash, used material, and tools from the job site.

The contractor shall remove from the area all materials and equipment upon completion of the work involved in the maintenance of the contract. The job site will at all times be left in a clean and orderly condition.

4. Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

5. Inventory and Technical Support

It is an express condition of State to require any contractor to maintain and or have access to a reasonable stock of materials and equipment preferably on hand for the performance of this contract once awarded by the State.

Failure to maintain such an inventory will constitute a contract violation and may result in cancellation of the contract. The contractor must provide qualified technicians and have sufficient inventory in order to provide a high profile quality service, so that repairs, maintenance, etc. can be completed with a minimum amount of down time and to ensure that repairs can be completed as soon as possible.

The State may inspect the maintenance facilities of the contractor to determine adequacy and compliance before making an award for this contract and or at any time.

For any business or contracting issues such as contract renewals, increases, decreases, contract disputes, etc., contact the Buyer of record in the office of Purchasing and Business Services.

Martina Borck, Procurement Specialist
Telephone Number: 602-542-9139
Facsimile Number: 602-542-5508



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Elevator Repair and Maintenance

6. Administrative Fee / Usage.

- 6.1. Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.
- 6.2. The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee. All usage reports submitted for the purpose of this contract shall be public record.
- 6.3. At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.
- 6.4. Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

7. Discount Rates.

- 7.1. The Contractor(s) shall disclose and honor all applicable discount rates offered herein (i.e. Single Fixed Discount from List Price, Electronic Ordering Systems, Annual Volume Discount Program, Single Bulk Purchase, State of Arizona Purchasing Card 'P-Card' Program, Educational and Prompt Payment Discounts). Disclosure shall, at a minimum be done using the following methods:
 - Prominently displayed on electronic media supplied by the Contractor and approved by the State;
 - Prominently displayed on all written price communications, order confirmations and invoice activities;
 - Disclosed during all verbal correspondence with an eligible ordering agency.
- 7.2. Failure to disclose and honor all applicable discount rates to eligible ordering agencies may result in contract cancellation or any other remedy available by law, inclusive of the issuing of credits or refunds to all affected agencies.

8. Contract Type. The Contract shall be:

- firm fixed price term indefinite quantity
- on an as needed, if needed basis

9. Term of Contract (Sole Option). The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one year periods. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

10. Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

11. Appropriation of Funds. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STATE OF ARIZONA CONTRACT NO. ADSP012-012973**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the State of Arizona Contract No. ADSP012-012973.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$25,000.

DETAILED PROJECT COMPENSATION

Monthly maintenance and repair of elevators in city facilities, on an as needed basis, at the following locations:

Glendale Municipal Office Complex - 5850 West Glendale Avenue
Public Safety Building - 6835 North 57th Drive
Adult Center - 5970 West Brown Street
Main Library - 5959 West Brown Street
Fire Station 157 - 9658 North 59th Avenue
Glendale Municipal Airport - 6801 North Glen Harbor Blvd.
Glendale Public Safety Training Facility - 11550 West Glendale Avenue