

IUC-PG #UN16-086 Elevator Maintenance and Repair Negotiated Pricing, Terms and Conditions

The following pricing, terms and conditions were established with Otis Elevator and Schindler Elevator and are effective for an initial three (3) year term (July 1, 2017 through June 30, 2020) and may extend upon mutual agreement for up to five (5) additional years subject to mutual agreement of the IUC-PG and the selected suppliers. The IUC-PG reserves the right to extend the resultant contract ninety (90) days beyond the normal expiration date if the IUC-PG determines it to be in their best interest.

The IUC-PG RFP #UN16-086 and the suppliers responses are incorporated by reference to this Contract. In addition, the following Pricing, Terms and Conditions have been established by negotiation.

Quoted Pricing for Participating Schools

University Name	Awarded Supplier	Offered Discount %	Final Fee with Discount/Month	Final Fee with Discount/Year
The University of Toledo	Schindler Elevator	4%	\$ 28,762.00	\$ 345,144.00
Cleveland State University	Schindler Elevator	4%	\$ 22,388.00	\$ 268,656.00
Lakeland Community College	Schindler Elevator	4%	\$ 1,930.00	\$ 23,160.00
Bowling Green State University	Otis Elevator	7%	\$ 24,486.90	\$ 293,842.80
Wright State University (incl Lake)	Otis Elevator	7%	\$ 8,346.75	\$ 100,161.00
OHIO University (incl 2 techs)	Otis Elevator	7%	\$ 43,989.00	\$ 527,868.00

Schindler Notes: One month free service/First Year; 3.5% Annual Escalation Cap

Otis Notes: Price holds firm for three years

Hourly Rates for Schindler and Otis

Schindler Mechanic Hourly Rates (contracted services performed outside of regular work hours)					
Straight (8-4:30)	Overtime	non-Emergency	Weekend	Holiday	Events
\$160.00	\$112.00	\$160.00	\$112(SA)/\$160(SU)	\$160.00	\$160(In hrs)/\$225(Out hrs)
Schindler Mechanic Hourly Rates (non-contracted services performed outside of regular work hours)					
Straight (8-4:30)	Overtime	Emergency	Weekend	Holiday	Events
\$160.00	\$272.00	\$320.00	\$272(SA)/\$320(SU)	\$320.00	\$160(In hrs)/\$225(Out hrs)

(Schindler response times are 3 hours or less with exception of emergencies (1 hour or less))

Otis Mechanic Hourly Rates (contracted services performed outside of regular work hours)					
<i>Straight (8-4:30)</i>	<i>Overtime</i>	<i>non-Emergency</i>	<i>Weekend</i>	<i>Holiday</i>	<i>Events</i>
\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$290.00
Otis Mechanic Hourly Rates (non-contracted services performed outside of regular work hours)					
<i>Straight (8-4:30)</i>	<i>Overtime</i>	<i>Emergency</i>	<i>Weekend</i>	<i>Holiday</i>	<i>Events</i>
\$185.00	\$370.00	\$370.00	\$370.00	\$370.00	\$290.00

(Otis response times are 120 minutes or less with exception of emergencies (60 minutes or less))

*Terms & Conditions and Exceptions
Both Suppliers*

- Both companies will cover all required testing requirements; however, annual State permit fees are not included.
- Neither company would extract water from pits or be responsible for sump pumps. They will both provide access to pits for others to maintain the pit areas.
- Both contractor’s agrees to provide and maintain all readily available tools to perform maintenance. Any service tools purchased by the contractor would remain their property and would not be required to remain on the property of IUC-PG for their sole use. The IUC Owner shall be responsible for obtaining proprietary service tools, including laptops, service hand held tools including software from the original equipment manufacturer. These tools will remain property of the participating member for future use and remain on site for the duration of the agreement. There are rare instances where the contractor cannot maintain other manufacturer’s equipment.
- Neither company would provide Esterline meter testing. Not a practice of the industry.
- Neither contractor would re-lamp all lighting in central panels, etc. This is not an industry standard. Would replace lights only as necessary.
- Neither company would be responsible for communication equipment, vent fans, telephones, etc. within the cars themselves. These are outside the scope of elevator maintenance services.
- Neither company will be responsible for car enclosures.
- Neither company would be responsible for the alignment of elevator guide rails. These are affixed to the property and there should be no adjustments required. Structural integrity of the building would be suspected if this were the case.
- Neither company would accept penalties for performance outside of proven negligence.
- Both contractors agree that all non-emergency callbacks (i.e. services other than entrapments or specified 24 hour coverage elevator) outside of regular working hours, including overtime, weekend and holidays, shall be billed at the difference between the Contractor’s overtime billing rate and regular time billing rate (the premium portion of the wage). Straight time would be added to rates when the callback/onsite time is outside of the contract scope for misuse, abuse vandalism, etc.) or for emergency services.
- Neither company will agree to suspend billing for units down more than 72 hours. Depending on the repair, this is not a reasonable expectation.

- Both contractor's will adhere to current State of Ohio testing requirements, but will not perform testing in the presence of the state, as this is not a requirement.
- Both companies emphasize that any additional inspections and tests necessitated by IUC-PH other than the mandated state requirements shall be at an additional cost to customer.
- Contractor will verify that suspension tractor belts are installed correctly before taking responsibility for their replacement should they fail.
- Neither company will be responsible to replace obsolete parts if the manufacturer no longer supports them. These would be billable items if they were required to be changed.
- Both contractor's reserve the right to schedule maintenance tasks as required to keep elevators in good working order with fewest callbacks. Some weekly tasks defined in the RFP would be performed less frequently if found to be unnecessary.
- Neither contractor will x-ray sheaves or replace car sills unless a problem is suspected. Too costly. Would inspect as needed.
- Both contractor's will exclude the annual task of tearing apart traction brakes and setting up at 125% every year. Too costly. These are required every five years.
- Neither contractor will test hydraulic fluid.
- Neither party would agree to termination for convenience unless funding would be suspended. Both would expect a non-performance clause included in the contract that would allow for a cure to any notable default.
- Both contractor's agree that any outstanding deficiencies at time of contract commencement date are not included in this agreement and shall be at owner's expense to remedy.
- Holidays would not require standby services.
- Cost associated with any purchases of drawings, diagrams, manuals, etc. shall remain the responsibility of the owner. Documents shall then remain the property of owner.