

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Elevator Maintenance for Fort Bend County
BID 15-027**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

EMR Elevator, Inc.

Legal Name of Contracting Company

Hope L. Evans

Contact Person

2320 Michigan Court Arlington, Texas 76016

Complete Mailing Address

817-701-2400

817-701-2404

Telephone Number Facsimile Number

hope@emrelevator.com

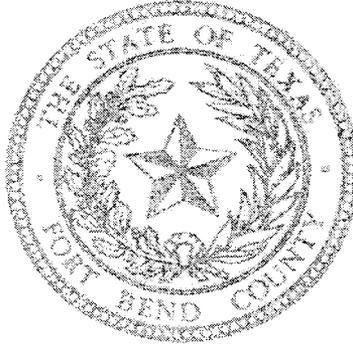
Email Address

A handwritten signature in cursive script that reads "Hope L. Evans".

September 15, 2014

Signature Date

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Elevator Maintenance
for Fort Bend County
BID 15-027*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**
All correspondence must include the
term "Purchasing Department" in
address to assist in proper delivery.

SUBMIT NO LATER THAN:

Thursday, September 18, 2014
1:30 PM (Central)

LABEL ENVELOPE:

**BID 15-027
Elevator Maintenance**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.*

*BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.*

Results will not be given by phone.
Results will be provided to bidders
in writing after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests
for information must be in writing and
directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Information

EMR Elevator, Inc.

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

817-701-2400

817-701-2404

Telephone Number

Facsimile Number

2320 Michigan Court

Complete Mailing Address (for Correspondence)

Arlington, Texas 76016

City, State and Zip Code

SAME

Complete Remittance Address (if different from above)

City, State and Zip Code

Hope L. Evans

Authorized Representative and Title (printed)

hope@emrelevator.com

Authorized Representative's Email Address

Hope L. Evans

Signature of Authorized Representative

Initials of Bidder: *lee*

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas, no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Initials of Bidder: 

- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

Initials of Bidder: 

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business and Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 **Awards:** Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

Initials of Bidder: Jee

- 1.25 **Assignment:** The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 **Term Contracts:** If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 **Maintenance:** Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 **Contract Obligation:** Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 **Title Transfer:** Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

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- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 **Escalation Clause:** Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

Initials of Bidder: 

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

- 2.9 **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 **Warranty/Price:**
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is

sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the

Initials of Bidder: 

County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for maintenance, repairs, and inspections of all County elevators, wheel chair lifts, and escalators which meets or exceeds the specifications contained herein.

4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, September 11, 2014 at 9:00AM (CST)**. The pre-bid conference will be held in the Purchasing Department in the Travis Annex at 301 Jackson, Suite 201, Richmond TX. A site visit schedule is attached. All bidders are encouraged to attend. The scheduled dates and times are the only opportunity for vendors to complete a site visit and job measurements.

5.0 PERIOD OF CONTRACT:

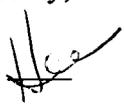
This contract is for the period **1 October 2014 through 30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

6.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

7.0 INSURANCE:

7.1 All bidders must submit, **with BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County,

Initials of Bidder: 

guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.

- 7.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 7.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 7.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 7.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 7.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 7.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

8.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 EXPERIENCE REQUIREMENTS:

- 9.1 Contractor must have a minimum of ten (10) years in business. The ten (10) years are to be continuous and to cover the immediate preceding ten (10) years up to and including the time of bidding this contract. Documentation verifying this requirement must be provided **with BID**.
- 9.2 The personnel to be provided as Lead Mechanics must have a minimum of ten (10) years of experience. Documentation verifying this requirement must be provided **with BID**.
- 9.3 All employees of successful contractor must hold a valid driver's license or legal photo identification card.
- 9.4 Evidence of the experience requirements listed herein must be provided **with BID**. Failure to do so may result in disqualification of bid.

10.0 DUTIES OF CONTRACTOR:

- 10.1 Contractor must furnish all supplies, material, labor, supervision, tools, equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair service for the complete elevator systems, escalators, and wheelchair lifts specified herein.
- 10.2 Contractor will provide full coverage parts repair and/or replacement for all components worn due to normal wear unless specifically listed in "Items of Elevator Equipment Not Included In This Contract" herein. The contractor is required to maintain a comprehensive parts inventory to support all of Fort Bend County's systems listed in this contract. All replacement parts used in the County's equipment will be new or refurbished to meet quality standards of manufacturers.
- 10.3 Contractor is to provide annual state inspections on all elevators, escalators, and wheelchair lifts. Inspections must be scheduled with the Fort Bend County authorized representative a minimum of two weeks prior to the current certificate expiration date.
- 10.4 The equipment covered under this contract must be serviced a minimum of one (1) time each month. Monthly service will include examination, lubrication and adjustment for the below components of the County's elevator systems:

- control and landing positioning systems,
- signal fixtures,
- machines, drives, motors, governors, sheaves, and ropes,
- power units, pumps, valves, and jacks,
- car and hoistway door operating devices and door protection equipment,
- load weighers, car frames and platforms, and counterweights,
- safety mechanisms.

10.4.1 Lubricate all equipment specified herein for smooth and efficient performance.

10.4.2 Adjust elevator parts and components to maximize performance and safe operation. Document all work performed on Maintenance Tasks and Records Logs provided by each controller.

10.5 Contractor is to provide as needed or if usage mandates, repair, or replacement of the following Covered Components listed below:

10.5.1 Hydraulic Elevators

Basic Components: Controllers and components; resistors, timers, fuses, overloads, minor contacts, wiring, coil, packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major Components: Exposed piping in the Machine Room and hoist-way, motor PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

10.5.2 Traction Elevators

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes and commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door givs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, overs-peed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major Components: Hoist motors, hoist ropes, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave and sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

Initials of Bidder: 

10.5.3 Escalators:

Basic Components: Step rollers, belts, controller components; resistors, timers, fuses, overloads, minor contact, wiring, coils; brake: pads, lining, disks, shoes.

Major Components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

- 10.6 Contractor must have a full time trained and supervised mechanic on elevator control systems within a 45-mile radius of the Fort Bend County Travis building located at 301 Jackson Street, Richmond TX 77469.
- 10.7 Contractor is to respond on-site to emergency and minor service calls within 1-1/2 hours. 
- 10.8 When an elevator is out of service for whatever reason, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.
- 10.9 If service request is made prior to 3 p.m. and same day service is needed; no additional charge will be incurred.
- 10.10 Response to emergency call backs during regular business hours of 8:00 am through 5:00 pm are required to be on-site within 1-1/2 hours.
- 10.11 Contractor must have experience and be capable of problem diagnosis and operation of elevator, escalator, or wheelchair lift systems. Contractor must be equipped with the proper tools, documentation and knowledge to troubleshoot our systems, as well as access to a comprehensive parts replacement inventory system when they arrive for the service call
- 10.12 Contractor must maintain, within Fort Bend County or adjoining counties, a replacement inventory of major parts for the equipment covered by this contract, including power unit pumps, motors and valves, control boards, relays, and sensors.
- 10.13 Contractor is required to have access to major and minor replacement parts within a 24-hour time frame.
- 10.14 Contractor must have all units repaired within 24 hours of service call unless otherwise discussed and approved by a Fort Bend County Authorized Representative.
- 10.15 Contractor is required to keep a computerized log of emergency and minor service calls available for Fort Bend County authorized representative upon request.

11.0 PERFORMANCE REQUIREMENTS:

Contractor agrees to maintain the performance speeds and accuracies of all elevators according to manufacturer's specifications, the City Codes where equipment is located and applicable ANSI Standards.

- 11.1 Floor to floor times are measured from the time the doors start to close, including a typical one-floor travel until the elevator is approximately level with the next successive floor, either up or down, and doors 3/4 open.
- 11.2 Door opening times are measured from start of car door open until doors are in the fully open position.
- 11.3 Door closing times are measured from start of door close until hoist way doors are fully closed. Contract times will be those shown or the minimum permitted by code, whichever is greater.
- 11.4 Accuracy of leveling is to be measured under all load conditions.
- 11.5 Variance from rated speed, regardless of load shall not exceed 5%.
- 11.6 A pressure test of the hydraulic systems, where required, shall be conducted as prescribed by industry standards.
- 11.7 In accomplishing the above requirements, contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft top. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
- 11.8 The contractor shall not be required to make other safety tests nor to install new attachments on the elevators whether or not recommended or directed by insurance companies or by governmental authority, nor to make any replacements with parts of a different design. It is agreed that the contractor is not required to make renewals or repairs necessitated by reason of any other cause beyond his control except ordinary wear and tear.
- 11.9 In performing the above indicated work, contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the County Representative/s prior to their use.

12.0 ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT:

Contractor assumes no responsibility for the following items or elevator equipment which are not included in this contract. Contactor is required to provide an expedited quote to the Facilities Maintenance Department for processing of a purchase order if any of the below repairs are in need.

- 12.1 Repairs required due to negligence before the start date of this contract, accident or misuse of the equipment by anyone other than the contractor, his employees, subcontractors, servants or agents, or other causes beyond the contractor's control except ordinary wear and tear.
- 12.2 Repair or replacement of building items such as hoist-way or machine room walls and floors, car enclosures, including removable panels, door panels, plenum chambers, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the contractor's personnel.
- 12.3 Elevator mainline and auxiliary disconnect switches, switches, fuses, and feeders to control panels.
- 12.4 Concealed oil line for hydraulic elevators.
- 12.5 Hydraulic cylinder and plunger.

13.0 SCHEDULE OF PREVENTIVE MAINTENANCE:

All normal work under this agreement will be performed during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays, unless prior arrangements are made with the Fort Bend County authorized representative. If overtime work is required, Fort Bend County will pay only the difference between normal and overtime labor at the contractors' regular billing schedule. ~~With~~
~~prior approval~~ Removal of elevators from service requires prior approval and coordination with the Facilities Maintenance Department.

14.0 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:

The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced elevator service and repair personnel directly employed, who are permanently assigned to the project for normal preventive maintenance and repair work, or who may from time to time be assigned to the project for periodic work, shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactory to the County. Any employees found to be unacceptable to the County shall be replaced by the contractor.

15.0 OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

- 15.1 Fort Bend County reserves the right to make any and all inspections and tests necessary to ascertain that the requirements of this contract are being fulfilled. Deficiencies noted shall be promptly corrected at contractor's expense. If contractor fails to perform the work required by the terms of this contract in a diligent and satisfactory manner Fort Bend County may perform, or have performed by another contractor, all or any part of the work required without violating this contract. Contractor must agree that it will reimburse Fort Bend County for any expense incurred therefore, and Fort Bend County reserves the right to deduct said amount from any sum owed to the contractor.
- 15.2 The waiver by Fort Bend County of a breach of any provision of this contract by the contractor, shall not be construed as a waiver of any subsequent breach by contractor.
- 15.3 Machine room logs, which will be approved by Fort Bend County authorized representative, and which will contain a detailed schedule of full preventive maintenance with indications of frequency of task, will be posted in each machine room and mounted on each controller. These logs are required to be maintained by the contractor and will be inspected by Fort Bend County.
- 15.4 An additional copy of each machine room log will be supplied to the Facilities Department. A Daily Activity Log must be supplied by the contractor to Fort Bend County for each workman on duty during the day.

16.0 CONTRACTOR TO COMPLY WITH LAWS:

- 16.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the work is to be performed.
- 16.2 Contractor is not required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

17.0 SPECIAL CONDITIONS:

- 17.1 If repair is needed outside of the scope of this contract, the contractor must expedite repair costs in writing to a Fort Bend County Authorized Representative for processing of a purchase order prior to any work being performed.
- 17.2 After hours calls are to be responded to on-site within two (2) hours.

18.0 REFERENCES:

Vendors must submit with bid, two (2) references per pricing section of current contracts including similar or larger quantities of equipment as stated herein with whom they have maintained a contract during the time frame of June 1, 2012 through May 31, 2014. Dates for which the referenced work or contracted services were performed, name of representative which can be contacted, telephone number, mailing, and email address must be included for each reference.

19.0 VENDOR SELECTION:

This contract will be awarded to the overall lowest and best bidder, per section, meeting specifications. This contract is the only contract that will be awarded and applied for the services stated herein. Vendors are not permitted to supply their company's contract and/or include alternate or additional terms and conditions. Once awarded, this bid document as stated herein is the contract.

20.0 POINT OF CONTACT:

Point of contact for this contract is Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.gov.

21.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 21.1 Vendor Form
- 21.2 W9 Form
- 21.3 Tax Form/Debt/Residence Certification

22.0 EQUIPMENT, PRICING AND ALTERNATE PRICING:

Vendors are to provide pricing below by section listing equipment and alternate pricing to provide 24-hour a day, 7 days a week, emergency service in the specified column. Alternate pricing is to be provided in addition to the base price per month. Vendors are to complete every space provided on pricing forms. Vendors are not permitted to include additional pricing. All pricing must be clearly readable.

**CONTRACT SHEET
BID 15-027**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

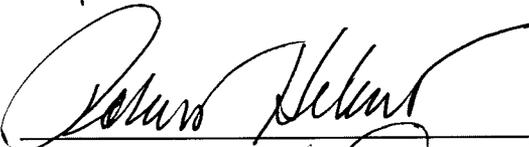
This memorandum of agreement made and entered into on the 23rd day of September, 2014, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and EMR Elevator, Inc.
(company name)
(hereinafter designated Contractor).

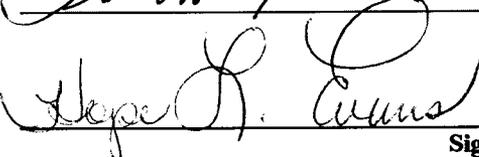
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Elevator Maintenance** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23rd day of September 2014.

By:  County Judge

By:  **Signature of Contractor**

By: Hope L. Evans / President
Printed Name and Title

Site Visit Schedule

Thursday, September 11th

After 9AM Pre-Bid

Travis Bldg
Historical Courthouse
Jane Long Annex
Tax
Precinct 1
Gus George
Justice Center Parking Garage
Justice Center
Sheriff – East Tower
Sheriff – West Tower
George Memorial Library
GML Admin Bldg

Friday, September 12th 8AM

Missouri City Annex
East End Annex
Precinct 4
University Library
Sienna Library
Cinco Ranch Library

Section 1: Dover																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Sheniff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024999/Ele #3	Passenger	Dover	Trafomatic	CE2164	Electric	200	5000	2	6	1/23/2014	9/30/2014	\$350.00	\$400.00
Sheniff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024998/Ele #4	Passenger	Dover	T4	CE2165	Electric	200	5000	2	6	1/23/2014	9/30/2014	\$350.00	\$400.00
Sheniff's Office-West Tower	1410 Williams Way Richmond TX 77469	6437	024997/Ele #5	Passenger	Dover	T4	CE2166	Electric	200	5000	2	6	1/23/2014	9/30/2014	\$350.00	\$400.00
Section 1 Dover Total Monthly Expense:															\$1,050.00	\$1,200.00
Section 1 Dover Total Annual Expense:															\$12,600.00	\$14,400.00
Section 1 Dover Total Annual Expense including Alternate Pricing Expense:															\$27,000.00	
Section 1 Dover Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 After 5pm \$214.20 /hr	
Section 2: Kone																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Historical Courthouse	401 Jackson Richmond, TX 77469	415	81597	Passenger	Kone	KCM	20362157	Hydraulic	100	2500	1	3	12/3/2013	9/30/2014	\$196.00	\$220.00
Sheniff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72521/Ele #8	Passenger	Kone	Mono Space	20269784	Electric	350	4500	1	5	1/23/2014	9/30/2014	\$350.00	\$400.00
Sheniff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72522/Ele #7	Passenger	Kone	Mono Space	20269785	Electric	350	4500	1	5	1/23/2014	9/30/2014	\$350.00	\$400.00
Sheniff's Office-East Tower	1410 Williams Way Richmond TX 77469	34867	72523/Ele #6	Passenger	Kone	Mono Space	20269786	Electric	350	4500	1	9	1/23/2014	9/30/2014	\$350.00	\$400.00
Section 2 Kone Total Monthly Expense:															\$1,245.00	\$1,420.00
Section 2 Kone Total Annual Expense:															\$14,940.00	\$17,040.00
Section 2 Kone Total Annual Expense including Alternate Pricing Expense:															\$31,980.00	
Section 2 Kone Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 After 5pm \$214.20 /hr	

Initials of Bidder: *See*

Fort Bend County Bid 15-027

Section 3: Schindler																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75495/Ele #1	Passenger	Schindler	330A	F0739-01	Hydraulic	150	2500	1	3	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75496/Ele #2	Passenger	Schindler	330A	F0739-02	Hydraulic	150	2500	1	3	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75494/Ele #3	Passenger	Schindler	330A	F0740-03	Hydraulic	150	2500	1	2	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75497/Ele #7	Passenger	Schindler	330A	F0742-07	Hydraulic	150	2500	1	3	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75499/Ele #3	Passenger	Schindler	400A	F0737	Electric	200	4500	1	5	4/30/2014	9/30/2014	\$350.00	\$400.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75500/Ele #5	Passenger	Schindler	400A	F0738	Electric	200	2500	1	5	4/30/2014	9/30/2014	\$350.00	\$400.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75498/Ele #6	Passenger	Schindler	330A	F0741	Hydraulic	150	2500	1	4	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	080101/Ele #8	Passenger	Schindler	330A	F0743	Hydraulic	150	3500	1	3	5/1/2014	9/30/2014	\$150.00	\$175.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	080534/Ele #9	Passenger	Schindler	330A	G0978	Hydraulic	150	2500	1	4	4/30/2014	9/30/2014	\$150.00	\$175.00
Justice Center Parking Garage	1418 Eugene Heimann Circle Richmond 77469	33037	074415/Ele #1	Passenger	Schindler	330A	F1223	Hydraulic	150	3500	1	4	5/1/2014	9/30/2014	\$150.00	\$175.00
Precinct 1	1517 Eugene Heimann Circle Richmond 77469	31336	062696/Ele #1	Passenger	Schindler	330A	E2145-01	Hydraulic	100	2500	1	2	5/1/2014	9/30/2014	\$150.00	\$175.00
Gus George Academy	1521 Eugene Heimann Circle Richmond 77469	33161	069520/Ele #1	Passenger	Schindler	330A	E9435-01	Hydraulic	100	2500	1	2	5/1/2014	9/30/2014	\$150.00	\$175.00
Gus George Academy	1521 Eugene Heimann Circle Richmond 77469	33161	069521/Ele #2	Passenger	Schindler	330A	E9435-02	Hydraulic	100	2500	1	2	5/1/2014	9/30/2014	\$150.00	\$175.00
Tax Office	1517 Eugene Heimann Circle Richmond 77469	32194	62619/Ele #1	Passenger	Schindler	330A	E6302	Hydraulic	100	2500	1	2	5/1/2014	9/30/2014	\$150.00	\$175.00

Initials of Bidder: *Hee*

Fort Bend County Bid 15-027

Section 3: Schindler (cont'd)																
Missouri City Annex	307 Texas Parkway Missouri City 77489	33517	074431/Ele #1	Passenger	Schindler	330A	F0917-01	Hydraulic	125	3500	1	2	2/5/2014	9/30/2014	\$150.00	\$175.00
Precinct 4	12919 Dairy Ashford Sugar Land 77478	30502	066067/Ele #1	Passenger	Schindler	330A	D7254-01	Hydraulic	100	2500	1	2	10/15/2013	9/30/2014	\$150.00	\$175.00
Jane Long	500 Liberty St Richmond 77469	4447	069526/Ele #1	Passenger	Schindler	330A	F4054-01	Hydraulic	100	2500	1	3	5/1/2014	9/30/2014	\$150.00	\$175.00
Section 3 Schindler Total Monthly Expense:															\$2,950.00	\$3,425.00
Section 3 Schindler Total Annual Expense:															\$36,400.00	\$41,100.00
Section 3 Schindler Total Annual Expense Including Alternate Pricing Expense:															\$76,500.00	
Section 3 Schindler Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 After 5pm \$214.20 /hr	
Section 4: US/Simplex																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
East End Annex	303 Texas Parkway Missouri City 77489	11755	25861	Passenger	US/Simplex	Ascension 1000	288469	Hydraulic	100	2000	1	2	8/28/2013	9/30/2014	\$150.00	N/A
Section 4 US/Simplex Total Monthly Expense:															\$150.00	N/A
Section 4 US/Simplex Total Annual Expense:															\$1,800.00	N/A
Section 4 US/Simplex Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 After 5pm \$214.20 /hr	

Initials of Bidder: *Hee*

Fort Bend County Bid 15-027

Section 5: ThyssenKrupp																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Travis Annex	309 S 4th St Richmond 77469	416	066564/Ele #1	Passenger	ThyssenKrupp	TAC 50	BX-0672	Electric	350	3000	1	7	7/26/2013	9/30/2014	\$350.00	N/A
Travis Annex	309 S 4th St Richmond 77469	416	066565/Ele #2	Passenger	ThyssenKrupp	TAC 50	BX-0673	Electric	350	3000	1	7	7/26/2013	9/30/2014	\$350.00	N/A
Travis Annex	309 S 4th St Richmond 77469	416	066554/Ele #3	Passenger	ThyssenKrupp	TAC 50	BX0674	Electric	350	3000	1	8	7/26/2013	9/30/2014	\$350.00	N/A
Cinco Ranch Library	2620 Commercial Center Blvd Katy	19202	53340	Passenger	ThyssenKrupp	TAC 20	ER 4532	Hydraulic	125	2500	1	2	1/23/2014	9/30/2014	\$150.00	N/A
Sienna Branch Library	8411 Sienna Springs Blvd Missouri City 77459	33684	71494	Passenger	ThyssenKrupp	TAC 20	EY 9722	Hydraulic	125	3500	1	2	7/24/2013	9/30/2014	\$150.00	N/A
University Branch Library	14010 University Blvd Sugar Land 77479	35557	69556	Passenger	ThyssenKrupp	TAC 32	EAT845	Hydraulic	110	3500	1	2	5/1/2014	9/30/2014	\$150.00	N/A
GML Administration Building	1003 Golfview Dr Richmond 77469	38004	87127/Ele# 1	Passenger	ThyssenKrupp	TAC 50	OBY151	Electric	150	2500	1	2	6/4/2014	6/4/2015	\$350.00	\$400.00
Section 5 ThyssenKrupp Total Monthly Expense:															\$1,850.00	\$400.00
Section 5 ThyssenKrupp Total Annual Expense:															\$22,200.00	\$4,800.00
Section 5 ThyssenKrupp Total Annual Expense Including Alternate Pricing Expense:															\$27,000.00	
Section 5 ThyssenKrupp Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 /hr After 5pm \$214.20	
Section 6: Motion																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11387	Passenger	Motion	HMC 1000	11760	Hydraulic	125	2000	1	3	1/23/2014	9/30/2014	\$150.00	N/A
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11386	Passenger	Motion	HMC 1000	11758	Hydraulic	125	2500	1	3	1/23/2014	9/30/2014	\$150.00	N/A
George Memorial Library	1001 Golfview Richmond TX 77471	1581	11385	Passenger	Motion	HMC 1000	11759	Hydraulic	125	2500	1	3	1/23/2014	9/30/2014	\$150.00	N/A
Section 6 Motion Total Monthly Expense:															\$450.00	N/A
Section 6 Motion Total Annual Expense:															\$5,400.00	N/A
Section 6 Motion Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 /hr After 5pm \$214.20	

Initials of Bidder: *Hee*

Fort Bend County Bid 15-027

Section 7: Escalators																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75490/Ele #1 Es	Escalator	Schindler	9300AE10	F0736-01	Electric	100	7800	N/A	N/A	4/30/2014	9/30/2014	\$435.00	\$455.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75491/Ele #2 Es	Escalator	Schindler	9300AE10	F0736-02	Electric	100	7800	N/A	N/A	4/30/2014	9/30/2014	\$435.00	\$455.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75492/Ele #3 Es	Escalator	Schindler	9300AE10	F0735-03	Electric	100	7800	N/A	N/A	4/30/2014	9/30/2014	\$435.00	\$455.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35193	75493/Ele #4 Es	Escalator	Schindler	9300AE10	F0235-04	Electric	100	7800	N/A	N/A	4/30/2014	9/30/2014	\$435.00	\$455.00
Section 7 Escalators Total Monthly Expense:															\$1,740.00	\$1,820.00
Section 7 Escalators Total Annual Expense:															\$20,880.00	\$21,840.00
Section 7 Escalators Total Annual Expense Including Alternate Pricing Expense:															\$42,720.00	
Section 7 Escalators Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$126.00 /hr After 5pm \$214.20	

Section 8: Wheelchair Lifts																
Building	Address	ELBI #	Decal #	Type of Unit	Manufacturer	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Date Last Inspected	Current Contract Expiration	Price per Month	Alternate Pricing
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79407/Ele #1	Wheelchair Lift	Genesis	LW-42	43845	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79406/Ele #2	Wheelchair Lift	Genesis	LW-42	43855	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79420/Ele #3	Wheelchair Lift	Genesis	LW-42	43852	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79418/Ele #4	Wheelchair Lift	Genesis	LW-42	43841	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79417/Ele #5	Wheelchair Lift	Genesis	LW-42	43853	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79416/Ele #6	Wheelchair Lift	Genesis	LW-42	43843	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00

Initials of Bidder: *Hee*

Fort Bend County Bid 15-027

Section 8: Wheelchair Lifts (cont'd)																
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79410/Ele #7	Wheelchair Lift	Genesis	LW-42	43856	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79409/Ele #8	Wheelchair Lift	Genesis	LW-42	43846	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79413/Ele #9	Wheelchair Lift	Genesis	LW-42	43847	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79412/Ele #10	Wheelchair Lift	Genesis	LW-42	43859	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79411/Ele #11	Wheelchair Lift	Genesis	LW-42	43818	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79408/Ele #12	Wheelchair Lift	Genesis	LW-42	43858	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79415/Ele #13	Wheelchair Lift	Genesis	LW-42	43854	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79414/Ele #14	Wheelchair Lift	Genesis	LW-42	43844	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79419/Ele #15	Wheelchair Lift	Genesis	LW-42	43839	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79421/Ele #16	Wheelchair Lift	Genesis	LW-42	43850	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Justice Center	1422 Eugene Heimann Circle Richmond 77469	35130	79422/ Ele #17	Wheelchair Lift	Genesis	LW-42	73840	Electric	10	750	3	3	5/2/2014	9/30/2014	\$95.00	\$120.00
Section 8 Wheelchair Lifts Total Monthly Expense:															\$1,615.00	\$2,040.00
Section 8 Wheelchair Lifts Total Annual Expense:															\$19,380.00	\$24,480.00
Section 8 Wheelchair Lifts Total Annual Expense Including Alternate Pricing Expense:															\$43,860.00	
Section 8 Wheelchair Lifts Emergency Response per Hour Rate as specified herein Section 17:															8am-5pm \$125.00 After 5pm \$214.20 /hr	

Initials of Bidder: *Hee*



Hourly Rates

Straight Time (Monday – Friday 8am – 5pm)

Technician	\$ 126.00
Helper	\$ 88.00
Team	\$ 214.00
2 Technicians	\$ 252.00

Afterhours (Monday – Friday After 5pm)

Technician	\$ 214.20
Helper	\$ 150.00
Team	\$ 364.20

Weekend and/or Holidays

Technician	\$ 252.00
Helper	\$ 176.00
Team	\$ 420.00

EMR Elevator, Inc. • Corporate Office: 2320 Michigan Court • Arlington, TX 76016
817-701-2400 • Fax 817-701-2404 • Toll-Free 888-9-EMR-INC • www.emrelevator.com





COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet # 92-846-5038
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	EMR Elevator, Inc.	Year Business was Established <u>1984</u>
Remittance Address	2320 Michigan Court	
City/State/Zip	Arlington, Texas 76016	
Physical Address	2320 Michigan Court	
City/State/Zip	Arlington, Texas 76016	
County	<input type="checkbox"/> Fort Bend County Other: Tarrant	
Phone/Fax Number	Phone: 817-701-2400 Fax: 817-701-2404	
Contact Person	Hope L. Evans	
E-mail	hope@emrelevator.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input checked="" type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # <u>WFDB56597Y0214</u> <input checked="" type="checkbox"/> SBE-Small Business Enterprise Certification # <u>WFDB56597Y0214</u> <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u>1752614033400</u> <input checked="" type="checkbox"/> WBE-Women's Business Enterprise Certification # <u>2005117766</u> <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	238290, 238990, & 811310	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) EMR Elevator, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 2320 Michigan Court	Requester's name and address (optional)
	City, state, and ZIP code Arlington, Texas 76016	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

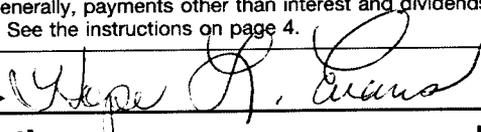
Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶



Date ▶ **09/15/2014**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



EMR Elevator, Inc.
Brief Company History

EMR Elevator, Inc. is a full service, maintenance, modernization, and installation elevator/escalator company. We have been in business since 1984, and Incorporated in the State of Texas in 1994. EMR Elevator, Inc. is a State of Texas HUB Certified Business as well as an NCTRCA and SCTRCA Certified M/WBE Company, and a WBENC Woman Owned Certified Company. EMR Elevator, Inc is the largest non-union company in the State of Texas, and provides a desirable option to union services. Our customer list consists of Military bases, Convention Centers, Colleges, Independent School Districts, Airports, Hospitals, City and County Buildings, and we have previously serviced the State of Texas Austin Capital Complex, including the Governor's Mansion. An applicable reference list may be provided, per your request. We continue to have an outstanding rating with Dunn & Bradstreet.

EMR Elevator, Inc. has branch offices in Austin, Houston, San Antonio & Galveston, Texas. Our corporate offices are strategically located in Arlington, a suburb between Dallas and Ft. Worth, Texas. Each office has an inventory of high use parts that are kept for immediate use. With over 15,000 square feet in our local warehouses, we have access to thousands of miscellaneous parts, along with accounts with every major elevator manufacturer for the quick delivery of any and all parts that are still being manufactured. We also have accounts with third party manufacturers of all types and brands of elevator parts, for quick delivery.

EMR Elevator, Inc. has over 70 employees and is a member of the National Association of Elevator Contractors; NAEC. We have access to hundreds of other member companies for the exchange of information that is necessary to compete in our industry. We train our Technicians through our State of Texas, Department of Labor, a 4-year Apprenticeship Program.

Contact Information:

Hope L. Evans, President

817.701.2400

hope@emrelevator.com

Larry R. Evans, Vice President

817.701.2400

larry@emrelevator.com

Experience, Background & Qualifications

EMR Elevator is a full service, repair, modernization and new construction elevator company that have been servicing the State of Texas for over 28 years. We have offices in the Dallas/Ft. Worth Metropolis, Austin, San Antonio, Houston and Galveston. Each office has its own warehouse for local parts availability.

We have the staff and financial means to offer a maintenance program that will fully comply with the Term Contract for Elevator Maintenance for Fort Bend County.

Our State Elevator Contractor license, certificate of insurance, required endorsements, Certificate of Registration of Apprenticeship Program, HUB, NCTRCA & SCTRCA and WBENC Certificate have all been included in this proposal.

We have serviced typical units and entities' such as Dallas Convention Center since 2005 that encompass over 50+ units. We have provided on site coverage with 1 Full Time Technician, with 24-7 call back coverage for over 5 years. We are responsible for all the parts, material and supplies to accomplish this task.

We have serviced Terminal E at DFW Airport since 2005. Because of our dedicated staff and our capable technicians, we now have Terminal B as well both with 5 year terms and provide service for 300 + units. We are responsible for the parts, materials and supplies. We are looking forward to building on our relationship with Fort Bend County.

While servicing these high traffic facilities we have learned that the conveyance equipment is of the utmost importance. We understand the need to move the people in a safe and timely manner. We have had occurrences with lost power, storms, causing delays and turning off escalators, etc. It takes a little pre planning to be able to react to these situations and more.

One of the ways to do this is to familiarize ourselves with all the power feeds to our equipment. Although we are not responsible for the power to our equipment it sure helps to know what and where they are fed from when serious situations occur.

Service for any PM's will be scheduled to accommodate the needs of each of the Fort Bend County Facilities, including but not limited to the busiest days of the year, holidays and any other special situations, etc. During these times, our teams will handle repairs and any other services needed to keep all units in proper working condition. This process will be ongoing through the term of the contract to comply with industry standards and codes as to the required maintenance, testing and service of these conveyance systems.

Experience, Background & Qualifications

We have the engineering support for the diagnosis of technical problems, as well as means for the replacement of any and all equipment for all type of units that you have under this request.

Jason Eggleston , Director of Operations, acting Houston Supervisor will be ultimately responsible for the execution of this contract. Jason will assist the lead technician, Joseph Bell, in all areas of need. He will also be available to Fort Bend personnel for any issues that they feel are not being handled/addressed in the fashion that is expected. Jason was the supervisor for Schindler Elevator Company for 8 years and has been with EMR for over 7 years. He is a licensed technician – Union Trained, as well, and can offer assistance in any area of concern for the county.

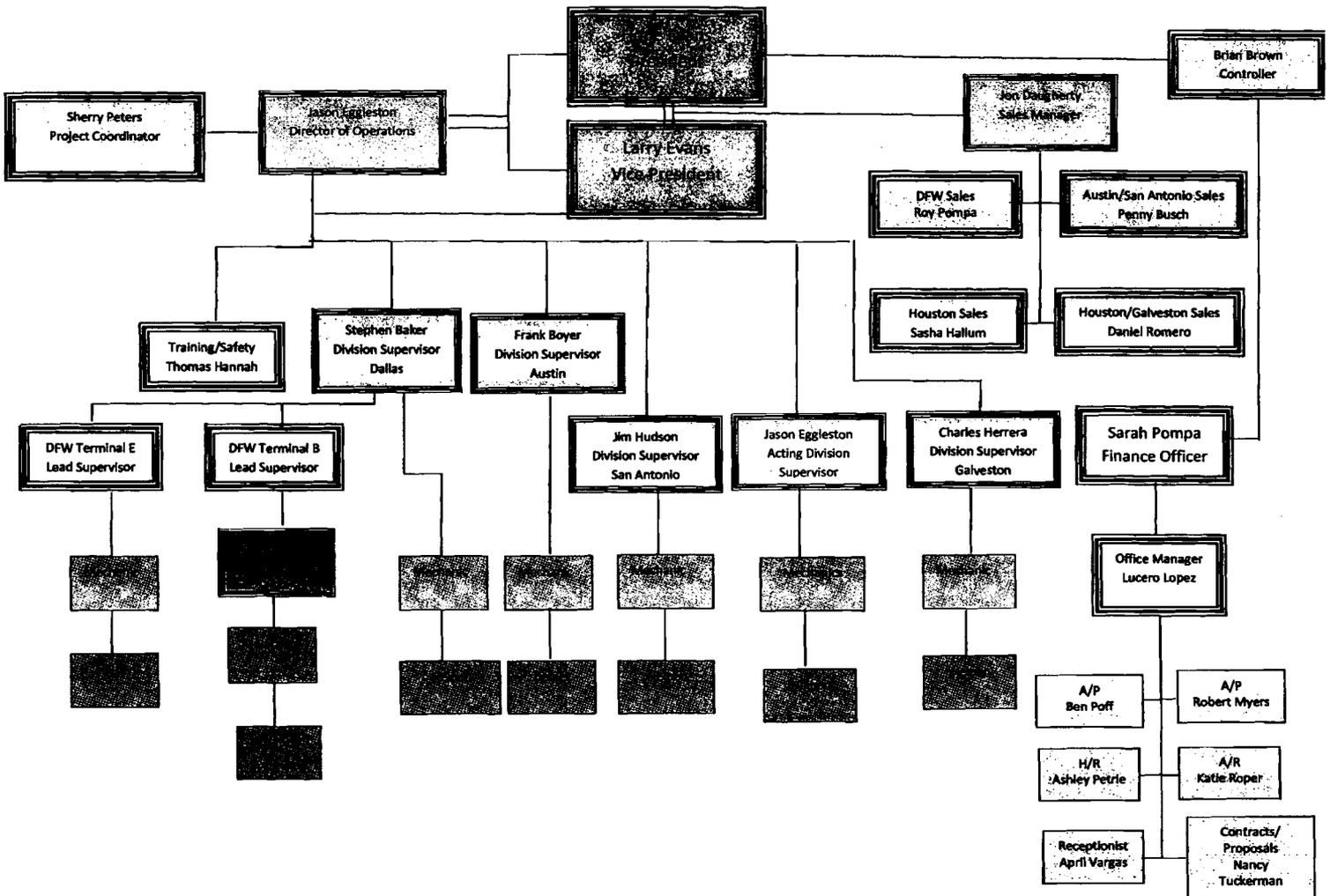
Rapid response to emergency situations is high priority. Technicians are trained to immediately respond to an incident of emergency. EMR will also provide Emergency Entrapment Training, as requested in the specifications. This training provides onsite training with video, literature, and a question and answer session, to encompass the education needed to properly rescue entrapped individuals from an elevator. This training has previously been provided to fire departments throughout the State of Texas, as well as customers such as Fort Hood Army Base for safety and security purposes.

The owners of EMR Elevator, Inc. are involved in the business daily. We are not absent owners. This contract, as all our customers, will be monitored closely for contract compliance and any deficiencies noted will be handled swiftly and corrected, many times before our customers ever noticed that something wasn't quite right.

We will be available 24-7, 365 days a year for any reason without question. Our staff know this and they know that they're jobs depend on happy customers, not time in the trade. They work with the knowledge that if they don't do their jobs with diligence, they may not have one tomorrow. This works very well in our organization and we believe that is why we are the largest independent elevator company in the State of Texas, with little turnover.

We are capable, qualified and ready, willing and able to offer our services to Fort Bend County for the Elevator Maintenance Term Contract and would be proud to serve you going forward in whatever capacity you need.

EMR Eltor, Inc.
Operations/Administrative Flow Chart



Jason L. Eggleston
10406 Broadmoore Lane
Rowlett, TX 75089
972.475.6269

EDUCATION Rockwall High School
Rockwall, TX
Graduated: Diploma

Elevator Union School - IUEC

EMPLOYMENT HISTORY

EMR Elevator Inc.
705 Secretary Drive
Arlington, TX 76015

October 2006 - current

Director of Operations - Directs and coordinates field personnel, subcontractors and daily activities involved in the successful completion of all contracts by performing the following duties personally or through subordinates.

- Direct, supervise and schedule all aspects of operations including, but not limited to service and maintenance contracts, repairs, new installs, modifications, jack jobs, and risk management, fire and life safety, OSHA compliance.
- Develop operating procedures that conform to corporate standards, customized to the specific needs of each contract and consistent with the goals and objectives of the client and corporation.
- Manage subordinate supervisors who oversee employees in various functions. Responsibilities include interviewing, hiring and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Assist in the preparation of the annual operating budget. Authorize the requisition of equipment and supplies within budget guidelines.
- Know and guarantee all laws, codes, ordinances, policies, procedures, risk management, safety precautions, rules/regulations and emergency procedures are followed.
- Oversee program to train all employees on fire/life safety and emergency procedures.
- Investigate, analyze and resolve operational problems and complaints. Conduct periodic staff meetings to discuss procedures, problems and policy changes.
- Inspect modification and installation progress to ensure conformance to established timelines and specifications.
- Develop and implement preventative maintenance schedules, emergency procedures, safety and risk management policies.
- Work extended and/or irregular hours including nights, weekends and holidays, as needed.
- All other duties and responsibilities as assigned.

Mechanic -

- Performed complex maintenance, service, repair and troubleshooting of elevators and other related machinery and equipment.
- Maintained quality customer service relationships with all customers being serviced.
- Promoted the business whenever opportunities were available.

Schindler Elevator
8105 N. Beltline Road #120
Irving, TX 75063

April 1996 – October 2006

Supervisor –

- Managed field employees to make sure all work is completed satisfactory.
- Interviewing, hiring and training employees
- Planning, assigning and directing work
- Appraising performance; rewarding and disciplining employees;
- Addressing complaints and resolving problems.

Mechanic –

- Provide service and repairs on route.
- Maintained quality customer service relationships with all customers being serviced.
- Promoted the business whenever opportunities were available.

Helper –

- Worked diligently to learn the trade.
- Helped mechanics with service and repairs.
- Completed IUEC training in order to become a mechanic.

SKILLS

- 17+ years of elevator and escalator experience.
- Very motivated and highly organized
- Detail oriented
- Excellent communication and management skills.

References available upon request

Joseph Bell
912 Church Street
Galveston, TX 77550
(708)-769-3676
(773)-858-1729

SKILLS SUMMARY:

***Elevator/escalator installation & repair *Final Elevator Adjusting *Schematics *Troubleshooting**

PROFESSIONAL EXPERIENCE:

EMR Elevator, Inc. – 4/2014 - Current

Elevator Mechanic – Provide maintenance, service, and repairs on route for elevators and escalators. Troubleshoot operating errors and provide quality service to all customers.

Hoist and Crane Service Group – 3/2012 – 8/2013

Lead Technician - Provide maintenance, service, and repairs on route for elevators and escalators. Troubleshoot operating errors and provide quality service to all customers.

1* Priority Elevator – 2/2011 – 2/2012

Elevator Mechanic - Provide maintenance, service, and repairs on route for elevators and escalators. Troubleshoot operating errors and provide quality service to all customers.

Delta Rigging & Tool: 2009-2011

*Install, replace and repair the following high tech devices: Motion control controllers, Dover DMC II, Dover T4's, Elevator controls, Otis 411, Westinghouse DMR, Westinghouse RSBL, Westinghouse ERL, Virginia controls, General Electric PLC 90-30, ABB VFF drives, Yaskawa VFF & SCR drives, Square D controllers and VFF drives.

*Service and repair the following: Cabling of elevators , dumbwaiters and rope cylinder hydraulic elevators. The installation of new motors and generators, setting the series as well as the shunt fields. Applied the necessary adjustments for start- up controllers including final adjustment as stated by local state and federal codes. Supervised the removal and installation of hydraulic jacks (in ground and telescopic).

*Extensive background experience with installation and repair of escalators and moving walks. Step chain replacement, annual break down maintenance repair, handrail replacement, and public safety inspections.

Skyway Elevators Repair Company: 7/91-2009, Chicago, IL.

EDUCATION:

Trained by IUEC mechanical training program and General Electric PLC training

References available upon request

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.license.state.tx.us>



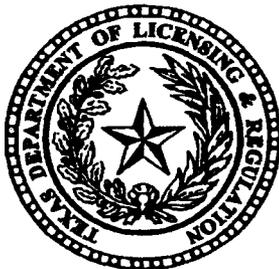
If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

EMR ELEVATOR, INC.
LARRY R EVANS, VICE PRESIDENT
705 SECRETARY DR
ARLINGTON TX 76015-1623

Frank Denton
Chair

LuAnn Morgan
Vice Chair



Mike Arismendez
Lewis Benavides
Fred N. Moses
Lilian Norman-Keeney
Deborah Yurco

ELEVATOR CONTRACTOR

EMR ELEVATOR, INC.

License Number: 20019

The company named above is regulated by the Texas Department of Licensing and Regulation

License Expires: JANUARY 15 2015

William H. Kuntz
Executive Director

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

E. M. R., Inc.

Arlington, Texas

For the Occupation of Elevator Constructor

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

July 13, 2005

Date

TX008050004

Registration No.



D. L. Chao
Secretary of Labor

Anthony S. Swartz
Administrator, Office of Apprenticeship

State of Texas
Historically Underutilized Business
Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

EMR ELEVATOR, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 13-MAY-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1752614033400
File/Vendor Number: 64852
Approval Date: 12-MAY-2011
Expiration Date: 12-MAY-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.



Disadvantaged Business Enterprise Certification



EMR Elevator, Inc.

Disadvantaged Business Enterprise

has filed with the Agency an Affidavit as defined by 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:
238290;

Elevator Installation and Services;

This Certification is valid beginning April 2014 and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration April, 20 15

Issued date April, 20 14

CERTIFICATION NO.

WFDB61121Y0415

Al Titus
Certification Administrator



South Central Texas Regional Certification Agency

Your unified certification source
www.sctrca.org

April 3, 2013

Hope Evans
EMR Elevator, Inc.
705 Secretary Dr.
Arlington, TX 76015

Dear Hope Evans:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AAV/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

*** SBE WBE**

Certification Number: 213049916
Certification Renewal: April 15, 2015
Certification Expiration: April 30, 2015

Providing the following products or services:
NAICS-238290: ELEVATOR INSTALLATION

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder sixty (60) days prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is April 30, 2015.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Blaine R. Mitchell
Executive Director



hereby grants

National Women's Business Enterprise Certification to EMR Elevator, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

Expiration Date: 03/15/2015
WBENC National Certificate Number: 2005117766

WBENC National WBE Certification was processed and validated by
Women's Business Council - Southwest, a WBENC Regional Partner Organization

Authorized by Debbie Hurst, President,
Women's Business Council - Southwest



WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

NAICS Codes: 238290, 238990, 811310

UNSPSC Codes: 24101601, 24101604, 24101626, 72154048





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLA USA Property & Casualty 9300 Wade Boulevard Suite 101 Frisco TX 75035	CONTACT NAME: Angela Maxwell PHONE (A/C No. Ext.): (214) 423-3120 E-MAIL ADDRESS: amaxwell@clausa.com	FAX (A/C No.): (214) 423-2240
	INSURER(S) AFFORDING COVERAGE	
INSURED EMR Elevator, Inc 705 Secretary Drive Arlington TX 76015	INSURER A: Liberty Surplus Insurance	10725
	INSURER B: Travelers Casualty Ins America	19046
	INSURER C: Navigators Insurance Company	42307
	INSURER D: Texas Mutual Insurance	22945
	INSURER E: Travelers Lloyds Ins Co	41262
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1421101827 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		1000003414-05	2/16/2014	2/16/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$5,000 ded Elevator					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> \$10,000 ded Escalator					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BA-3E051695	2/16/2014	2/16/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						PIP \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BO14UMB763138IV	2/16/2014	2/16/2015	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	TSF0001220782	2/16/2014	2/16/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Installation Equipment Floater		660-3E052169	02/16/2014	02/16/2015	As Per Policy Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Fort Bend County (entity) and the members of Commissioners Court are additional insured with respect to liability as required by contract. All Liability policies written on behalf of Contractor contain a blanket waiver of subrogation in favor of County and members of Commissioners Court. 60 day notice provided by approved vendor We-Notify.

CERTIFICATE HOLDER FORT BEND COUNTY PURCHASING DEPARTMENT TRAVIS ANNEX 301 JACKSON SUITE 201 RICHMOND, TX 77469	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Angela Maxwell/ANGELA

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 1

Effective Date: 02/16/2014
Policy Number: 1000003414-05
Issued To: BMR Elevator, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

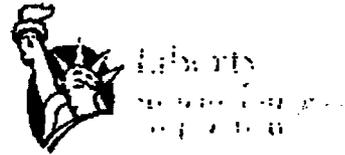
Name Of Additional Insured Person(s) Or Organization(s)	Location and Description Of Covered Operations
As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy	All Locations and Description of Covered Operations

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 2

Effective Date: 02/16/2014
Policy Number: 1000003414-05
Issued To: EMR ELEVATOR, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

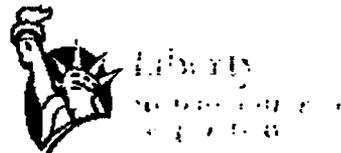
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<u>Name Of Additional Insured Person(s) Or Organization(s)</u>	<u>Location and Description Of Covered Operations</u>
As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy	All Locations and Description of Covered Operations
JT Vaughn Construction LLC, The Board of Regents of the University of Texas System c/o U.T. System Office of Facilities Planning and Construction 10355 Westpark Drive Houston, TX 77042	Project: UTMBG Ike Recovery - Research Building J.T. Vaughn Project #1600 Owner: The Board of Regents of the University of Texas System c/o U.T. System Office of Facilities Planning and Construction
City of Dallas 1500 Marilla 6A-South Dallas, TX 75201	All Locations and Description of Covered Operations
J. T. Vaughn Construction, LLC, its affiliated companies; Owner; other parties as required by Owner and/or necessitated by construction activities 10355 Westpark Drive Houston, TX 77042	UTMBG Ike Recovery-HealthCare Clinical Services Wing CM
Hensel Phelps Construction Co. 301 W. Neddeman Arlington, TX 76013	All Locations and Description of Covered Operations
Manhattan/BYRNB/JRT/31 a Joint Venture, DFW International Airport Board et al 6300 North Central Expressway Dallas, TX 75206	All Locations and Description of Covered Operations



Commercial General Liability

DFW International Airport Board
City of Dallas Texas
City of Fort Worth Texas

JT Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

J.T. Vaughn Construction, LLC
Address: 10355 Westpark Drive
Houston, TX 77042-5312

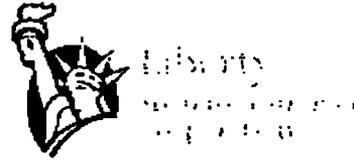
All Locations and Description of Covered
Operations

U of H Energy Research Park Building 1A Vaughn
Project No. 1972-00 (PC)

All Locations and Description of Covered
Operations

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 4

Effective Date:	02/16/2014
Policy Number:	1000003414-05
Issued To:	BMR ELEVATOR, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

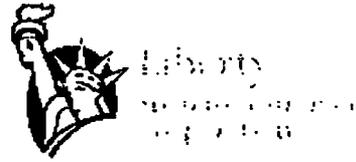
A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 30

Effective Date: 02/16/2014
Policy Number: 1000003414-05
Issued To: EMR ELEVATOR, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name of Other Person(s)/Organization(s)</u>	<u>Email Address or Mailing Address</u>	<u>Number Days Notice</u>
We-Notify.com, LLC	Notification@we-notify.com	60
DFW International Airport Board City of Dallas Texas City of Fort Worth Texas	DFW Risk Management P. O. Box 619428 Dallas, TX 75261 rmic@dfwairport.com	30

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 32

Effective Date:	02/16/2014
Policy Number:	100003414-05
Issued To:	EMR Elevator, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

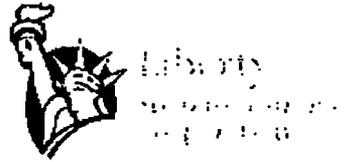
Name Of Person Or Organization: Blanket

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 33

Effective Date:	02/16/2014
Policy Number:	1000003414-05
Issued To:	EMR BLEVATOR, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001220782 20140216 of the Texas Mutual Insurance Company

Issued to EMR ELEVATOR INC

Premium \$

Endorsement No.



Authorized Representative

WC420304A (ED. 1-01-2000)

Texas Department of Public Safety
5805 North Lamar Blvd
Austin, Texas 78752
Larry Moore
512-424-7292
Larry.moore@txdps.state.tx.us

University of Texas Medical Branch
301 University Blvd
Galveston, TX 77555-0905
Tim Schilling
tschill@UTMB.EDU
409-772-0336
Terrie Beasley/Purchasing
P 281.338.8052 On-Campus Ext 61093
F 281-554-5368 E
tebeasle@utmb.edu

J & J Maintenance
Darnell Medical Center
P.O. Box 11077
Killeen, Texas 76547
Bart Meza
254-532-5603
bmeza@jjwws.com

Ft. Hood Military Base
4612 Engineer Dr.
Ft. Hood, Texas 76544
Charles Lowe
254-287-4505
Charles.l.lowe.civ@mail.mil

Dallas/Ft. Worth Int'l Airport
Terminal B & E
3003 South Service Road
DFW Airport 75261
Donnie Jones
972-973-6235
dojones@dfwairport.com

City of Dallas Convention Center
City of Dallas
650 S. Griffin Street
Dallas, Texas 75202
Bonnie Zitek
214-939-2864
Bonnie.zitek@dallasconventioncenter.com

City of Arlington
PO BOX 90231
Arlington, Texas 76004-3231
Butch Bonine
817-459-5426
Butch.bonine@arlingtontx.gov

University of Houston – Downtown
One Main Street
Houston, Texas 77002-1001
Eric Reimer
713-221-8026
Reimere@uhd.edu

ACCD/St. Phillips University
1801 Martin Luther King Drive
San Antonio, Texas 78203
Sherry Toliver
210-486-2212
stoliver@alamo.edu

City of Houston
901 Bagby, Suite B513
Houston, Texas 77002
Conley Jackson
832-393-8733
Conley.jackson@cityofhouston.gov

St. Mary's University
One Camino Santa Maria
San Antonio, Texas 78228-8568
Bill Tam
210-436-3335
btam@stmarytx.edu

City of Garland
200 N. Fifth Street
Garland, Texas 75040
Ginny Holliday
972-205-3225
GHollida@ci.garland.tx.us

Texas Facilities Commission
Facility Management Division
PO Box 13047
Austin, Texas 78711-3047
Kevin Titus
512-563-9267
Kevin.titus@tfc.state.tx.us

Cypress Fairbanks ISD
111430 Perry Road
Houston, Texas 77064
Charla Mercer
281-897-4065
Charla.mercer@cfisd.net

Austin ISD
5101 East 51st Street
Austin, Texas 78723
Chuck Morris
512-414-4405
cmorris@austinisd.org

Northside ISD
607 Richland Hills Dr., Suite 700
San Antonio, Texas 78245-2149
Dan Smith/Maintenance Manager
210-397-4713
Dan.smith@nisd.net

Comal ISD
1404 IH 35 North
New Braunfels, Texas 78130
Brien Brooks
830-221-2054
Brien.brooks@comalisd.org

Arlington ISD
1201 Colorado Lane
Arlington, Texas 76105
David Guillory
682-867-7652
dguillory@aisd.net

Garland ISD
414 Stadium
Garland, TX 75040
Tony Pribble
972-494-8382
tpribble@garlandisd.net

Southwest ISD
11914 Dragon Lane
San Antonio, TX 78252
Diana Todd
210-622-4300
dtodd@swisd.net



Tim Schilling CHFM
Contract Service Manager
Property Services Maintenance
Business Operations and Finance

301 University Blvd.
Galveston, TX 77555-0854
O 409-772-0338 F 409.747-8274
C 409-771-0996
E tschill@utmb.edu

August 27, 2014

To whom it may concern,

EMR Elevator Inc. is presently under contract through Dec 2017, with the University of Texas Medical Branch @ Galveston to provide elevator maintenance. This contract includes predictive, preventive, and corrective and call backs, along with annually required TDLR testing.

The contract includes preventative maintenance on our approximately 118 units on main campus and offsite facilities. In addition, EMR is performing three modernizations/ elevator upgrades that include a total of 5 elevators, in three separate buildings.

My contact information is listed above should you have any questions or need further information.

Respectfully Submitted,

Tim Schilling CHFM
Contract Services Manager
BOF Property Services Maintenance



J&J Maintenance, Inc.

Building 36002 Darnall Loop
Fort Hood, Texas
O 254-532-5603
F 254-532-5606

Serving the U.S. Government since 1970
An Equal Opportunity Employer
ISO 9001 Certified

03 MAR 2014

Subject: EMR Elevator Service

EMR has provided O&M Elevator Service at the C. R. Darnall Army Medical Center under contract to J&J Maintenance Inc. from 05 MAR 2002 to present dates. Services include Operations and Maintenance procedures, Remodel/Upgrades per Corps of Engineers recommendations and request, State and local testing schedules, and Emergency repair and support needs. All contractual requirements including AR receiving and LOA processes are met in a timely and accurate fashion. No negative comments are recorded in the QA assessments on the performance of the Scope of Work provided.

Best Regards

A handwritten signature in black ink, appearing to read 'R. Bart Meza', is written over a horizontal line.

**R. Bart Meza
Project Manager
J&J Maintenance Inc.
C.R. Darnall Army Med. Cen.
Building 36002 Darnall Loop
Fort Hood, TX.
o 254-532-5603
f 254-532-5606**



DALLAS/FORT WORTH INTERNATIONAL AIRPORT
3200 EAST AIRFIELD DRIVE, P.O. BOX 619428
DFW AIRPORT, TEXAS 75261-9428
WWW.DFWAIRPORT.COM

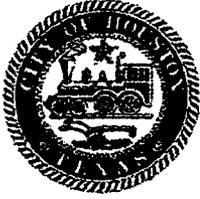
Date: 2/28/2014

Re: Reference for EMR Elevator Inc.

To Whom It May Concern,

I have worked with EMR Elevator in a professional capacity for over seven years; they currently have two contracts, 7005309 Terminal B and other board conveyances this contract goes from November 2010 until November 2015. The primary responsibilities are the maintenance and repair of 81 escalators and 46 elevators plus 6 Moving sidewalks. The total value of this contract exceeds 5 million dollars. They also have contract 7005483 Terminal E conveyances this contract is from August 2012 until August 2017 this too is for the maintenance and repair of 18 elevators and 21 escalators and 4 Moving sidewalks. The total value of this contract exceeds 6 million dollars.

Donald Jones
Facilities Service Coordinator
Energy, Transportation and Asset Management
Office 972-973-6235
Cell 214-235-9828
dojones@dfwairport.com



CITY OF HOUSTON

General Services Department

Annise D. Parker

Mayor

Scott Minnix
Director of General Services
900 Bagby Street
Houston, Texas 77002

T. (832) 393-8021
F. (832) 393-8020
www.houstontx.gov

March 4, 2014

To Whom It May Concern:

I write this letter to recommend EMR Elevator, Inc. EMR has performed work as an elevator contractor for the City of Houston on several occasions. They have provided excellent service as to requests that were made in regards to the buildings I manage for General Services Department. They are extremely responsive to all warranty requests and respond in a timely manner. The staff at EMR Elevator is well qualified and communicates thoroughly throughout the course of each job.

Please do not hesitate to contact me if you would like more information or if I can answer any questions. My contact number is 713-857-7049.

Regards,

A handwritten signature in cursive script that reads "Paul Marro".

Paul Marro
Senior Building Superintendent



March 4, 2014

RE: EMR Elevator, Inc.

To Whom It May Concern,

I am pleased to write this letter of reference for EMR Elevator, Inc. We have used EMR to perform monthly preventative maintenance and as needed repairs on all nineteen of the City's elevators or wheelchair lifts for the last two years. We have found EMR to be very competent, responsive and professional in our interactions with them.

Shown below is the additional information requested in the RFP:

Project name: Outgoing Preventative Maintenance and Repairs

Current purchase order amount: \$60,540

Expires: November 2014 with potential renewal

Contact information: Ginny Holliday
Director of Facilities Management
City of Garland
2350 Crist Road, Suite 700
Garland, TX 75040
Direct number: 972-205-4080

Please do not hesitate to contact me for any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Ginny Holliday".

Ginny Holliday
Director of Facilities Management

The Beck Group

University of Texas @ Austin
Norman Hackerman Bldg./ Experimental Science Bldg
2405 University Drive
Austin, Texas 78713
Contact: Mike Watson
Phone: 512-708-5136
mikewatson@beckgroup.com
Construction Cost: 1,407,875.00
New Construction of 4 Elevators
Year of Completion: 2011
Owner: Board of Regent of the University of Texas
Architect: CO Architects

University of Texas @ Austin

Kinsolving Dorm Elevator Modernization #1 - #4
PO Drawer 7459
Austin, Texas 78712
Contact: Ken Bonin
Phone: 512-232-6296
Ken.bonin@austin.utexas.edu
Construction Cost: \$650,000.00
Elevator Modernization #1 - #4 - Traction
Year of Completion: 2011
Owner: the University of Texas at Austin
Architect: Bud Hensley, 512-232-7526.

Hensel Phelps Construction

University of Texas @ Arlington
Engineering Research Bldg.
301-W. Nedderman Drive
Arlington, Texas 76013
Contact: Dichelle Taegel
Phone: 817-861-2828
dtaegel@henselphelps.com
Construction Cost: 1,200,400.00
Modernization of 4 Elevators
Year of Completion: 2011
Owner: Board of Regent of the University of Texas
Architect: Zimmer, Gunsul, Frasca Architects, LLP

Austin Commercial, LP

University of Texas @ Arlington

College Park Phase 1 & 2

701 S. Nedderman Drive

Arlington, TX 76019

Contact: Christopher Andrews

candrews@ausitn-ind.com

Phone: 214-270-0796

Construction Cost: 1,042,630.00

New Construction of 8 Elevators

Year of Completion: 2012

Owner: Board of Regent of the University of Texas

Architect: Jacobs Global Buildings North America

Vaughn Construction

UT Medical Branch-Galveston, Research Buildings -Ike Recovery-Elevator Repair & Mitigation

Basic Sciences Building 054, Medical Research Building 059 & HealthCare Parking Garage #2

Building 094

1028 Broadway

Galveston, Texas 77550

Contact: Lucas Hubbard

Phone: 409-770-0747

lhubbard@vaughnconstruction.com

Construction Cost: 2,000,000.00

New Construction of 2 Elevators

Modernization of 9 Elevators

Year of Completion: 2012

Owner: Board of Regent of the University of Texas

Architect: Ford Powell & Carson Architects & Planners, Inc.

University of Houston

Cougar Village I (#563) – Elevators Modernization and Upgrade

4211 Elgin Street

Houston, Texas 77077

James Prochaska/Project Manager

Phone: 713-743-4805

jdprocha@central.uh.edu

Construction Cost: \$ 126,690.00

Modernization of 4 Elevators

Year of Completion: 2012

Owner: The University of Houston

Architect: Brave Architecture

University of Houston

Moody Tower Elevator Modernization

4211 Elgin Street
Houston, Texas 77077
James Prochaska/Project Manager
Phone: 713-743-4805
jdrocha@central.uh.edu

Construction Cost: \$ 271,748.00

Modernization of 4 Elevators

Year of Completion: 2012
Owner: The University of Houston
Architect: Brave Architecture

Lone Star College System

5000 Research Forest Drive
The Woodlands, Texas 77381-4536
Shelly Babin
832-813-6782
Shelly.I.babin@lonestar.edu

Modernization of 4 Elevators
\$ 240,374.00

Year of Completion: 2012
Owner: Lone Star College System
Architect: N/A

Starr Office Building

121 W. 6th St.
Austin, Texas
Richard E. Baxter
214-592-4040

rebaxter@rebaxter.net

Modernization of Duplex Overhead Geared Traction -7 Landings in an Occupied Bldg.
Completed: July 2013

UT Austin

Alteration of Elevator #4 at Welch Hall
215 E. 24th Street
Austin, Texas 78713
Contact: Ken Bonin
Phone: 512-232-6296
ken.bonin@austin.utexas.edu
Construction Cost: \$56, 870.00
Year of Completion: August 2013
Owner: the University of Texas at Austin
Architect: Bud Hensley, 512-232-7526.

Kimbell Art Museum Expansion

810 Hemphill Street

Fort Worth, TX 76104

HC Beck Ltd.

Brent Winkler, LEED AP / Project Manager

(214) 303-6845

BrentWinkler@beckgroup.com

Construction Cost: \$ 915,410.00

New Construction of 2 Passenger Elevators & 1 Service Elevator

Completion Date: December 6, 2013

Owner: Kimbell Art Foundation

Architect: Kendall/Heaton Associates, Inc.

Texas Facilities Commission

Elevator Jack Replacement /Central Services Bldg.

1711 San Jacinto Blvd.

Austin, Texas 78701

Richard Ehlert, CTPM

Director of Procurement

Phone 512.463.0209

Richard.Ehlert@tfc.state.tx.us

Construction Cost: \$ 54,040.00

Completion Date: August 2014

UTMB Customs House – Elevator Mitigation Project

301 University Blvd.

Galveston, Texas 77555

Linbeck Group, LLC

Miguel Garcia

832.473.4700/713.579.0068

mgarcia@linbeck.com

Demo Existing Elevator & Construct MRL

Construction Cost: \$262,326.00

Owner: University of Texas Systems, OFPC

Architect: Ford Powell & Carson Architects & Planners, Inc.

Projects In Progress

**HC Renovation & Modernization of Elevators @
Harris County Jail Annex #42**

701 San Jacinto

Houston, Texas 77002

J.T. Vaughn Construction Company LLC.

Wes Schmidt

713-589-7400

wscmidt@vaughnconstruction.com

Construction Cost: \$2,819,080.00

Modernization 12 Elevators (10 Traction and 2 Hydraulic)

Currently In Progress – Several Months Ahead of Schedule

Original Estimated Completion Date: Oct 10, 2014

Owner: Harris County

Architect: Johnston, LLC.

UTMB Jennie Sealy Replacement Hospital

301 University Boulevard

Galveston TX, 77555-0880

Hensel Phelps Construction Co.

John Branch / Office Engineer Construction Group

409.572.2156

jbranch@henselphelps.com

Construction Cost: \$ 3,733,611.00

New Construction - In Progress

Estimated Completion Date: December 2014

3 Hydraulic & 11 Traction Elevators

Owner: Board of Regent of the University of Texas

Architect: HDR Architecture, Inc.

UTMBG CSW Ike Recovery

600 Harborside Dr., Lot W

Galveston, Texas 77550

Vaughn Construction

Timothy Lewis

Direct Line: (281) 808-9867

tlewis@vaughnconstruction.com

New Construction – In Progress

Estimated Completion: December 2014

7 Traction Elevators

Owner: Board of Regent of the University of Texas

Architect: HDR Architecture, Inc.



RICHARD E. BAXTER
& ASSOCIATES, LLC

ELEVATOR CONSULTING & INSPECTIONS

SERVING THE ELEVATOR INDUSTRY SINCE 1967
1314 W. McDermott S106/LB805 Allen, Texas 75013
Office 214-692-4040 - Cell 469-448-2324 - Fax 469-619-0319
rebaxter@rebaxter.net

Richard E. Baxter, CEI, QEC

President

NAESAI QEI Certified #576

July 10, 2013

To Whom It May Concern:

Re: EMR Elevator Company
The University of Texas Southwestern Medical Center – Austin, Texas

This letter is being written to acknowledge the previous work performed by EMR Elevator Company on projects in Austin, Texas in which I have been the primary elevator consultant.

Over the past 8 months I have had the privilege to oversee the work that was performed by EMR Elevator company on the following modernization project.

Starr Office Building
121 W. 6th St.
Austin, Texas

Existing Elevator Conditions:

- Duplex overhead geared traction elevators
- 7 landings
- Occupied office building

Scope of Work:

- Alteration of the existing 1965 vintage relay logic control system to a microprocessor type control system
- Replacement of the existing DC motors to AC motors
- Replacement of the existing car door operating
- Replacement of all hall door equipment
- Replacement of all signal fixtures

I am pleased to report that working with the personnel from EMR Elevator on this project was a breeze. Upon award of the contract to EMR Elevator, they immediately started all the site visits to gather the required information to order the equipment. As the elevator consultant working for the owner to oversee management of the project, I found EMR would contact me on a regular basis just to let me know the status of the project. On my scheduled visits, they always had personnel to meet me and show me around looking at all aspects of the modernization project.

The job finished on time, no additional change orders were issued and the customer and tenants were all happy and pleased with the quality of work and the minor amount of disruption do the work that had to be performed. Given the opportunity to work on other projects where EMR Elevator has an office, I will make sure they have an opportunity to bid my scope of work. It is with pleasure that I recommend you consider them for your upcoming elevator modernization and maintenance. Should you have any questions on the above, please do not hesitate to give me a call.

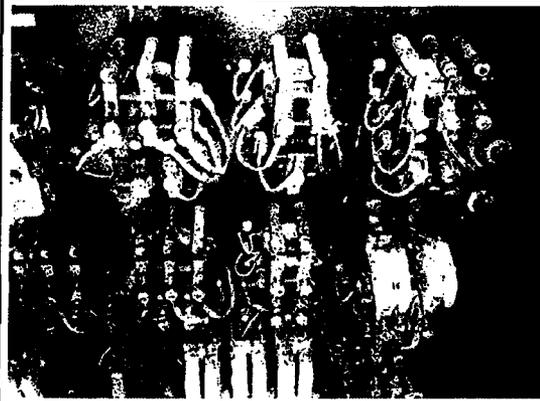
Sincerely,

Richard E. Baxter

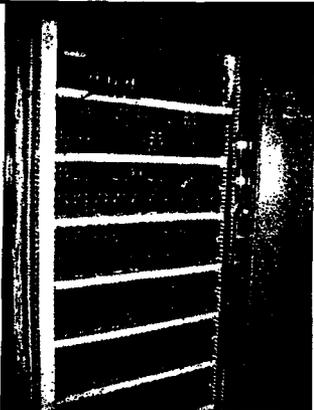
Photographs:



Original Montgomery power controller



Original Montgomery power controller



Original Hunter-Hayes relay logic signal controller



Original Montgomery geared machine with DC motor



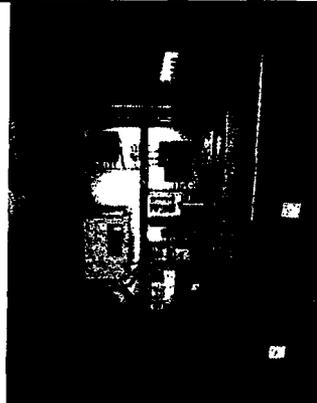
Original Montgomery governor



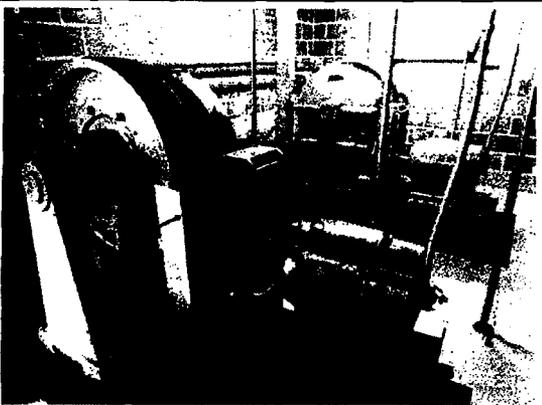
Original Montgomery vertical bar type selector



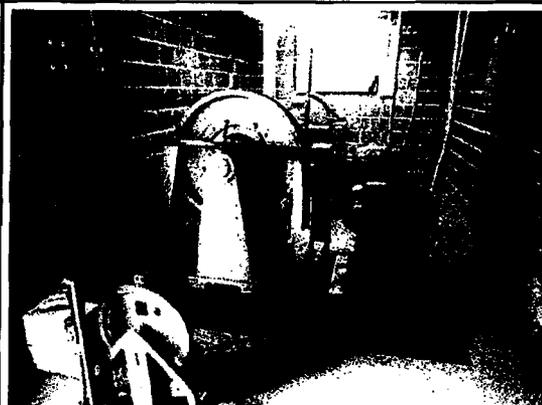
New ECI microprocessor controllers, drives and transformers



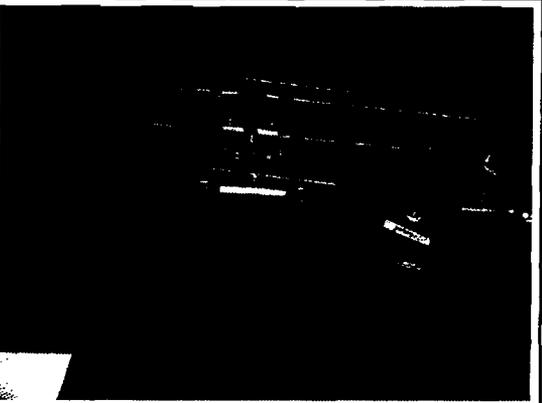
New ECI "Pixel" microprocessor controller, drive and transformer



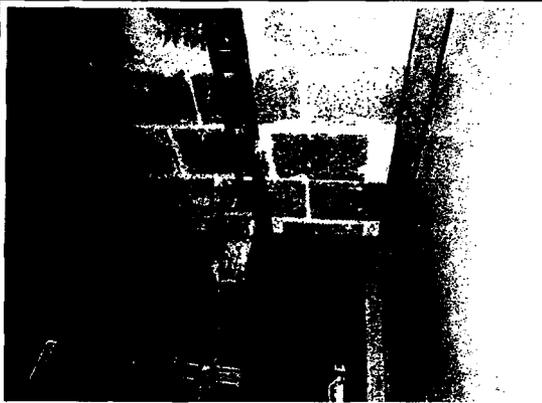
New AC motors on existing Montgomery geared machines



New Hollister Whitney governor



New replacement MAC door tracks and related equipment



New ECI tape selector system

UNIVERSITY of
HOUSTON

Plant Operations

James Prochaska, Senior Project Manager
University of Houston Facilities Management
4211 Elgin
Houston, Texas 77204
July 12, 2013

Ms. Hope L. Evans, President
EMR Elevator, Inc.
705 Secretary Dr.
Arlington, TX 76015

Dear Ms. Evans:

I wanted to personally thank you and your company for the successful completion of the two projects EMR performed this past summer at our Moody Towers and Cougar Village Residence Halls. Your project team managed to successfully change over 8 elevator controllers and all related components in two buildings within an aggressive timeframe. One of these buildings consists of 4 elevators servicing 18 floors each. I was very impressed with the professionalism and dedication EMR exhibited to meet the owner's needs. I look forward to working with EMR again in the future.

Sincerely,



James Prochaska, Senior Project Manager

4211 Elgin Rm 122
Houston, TX 77204-1011

Location: Room 171

www.uh.edu/plantops

YOU ARE THE PRIDE

Dear Sir or Madam,

We had a modernization project on a hydraulic elevator in Terminal E DFW Airport that was performed by EMR Elevator. This elevator was located in a critical area which made timing critical, in this case the ordering and installation of a new controller and signal fixtures along with bringing the fire service up to current code needed to be done quickly and professionally, I am pleased to say that all this was accomplished, as far as any follow up on warranty issues there was never a problem, EMR was prompt and took care of any issues immediately.

Donald Jones
Facilities Service Coordinator
DFW International Airport
Office Phone 972.973.6235
Mobile 214.235.9828



Material Safety Data Sheets

1. WD-40 Aerosol
2. Zep Stainless Steel Polish
3. Mineral Spirits
4. Chevron Hydraulic Oil AW
5. All Purpose Simple Green Cleaner



Material Safety Data Sheet

1 - Chemical Product and Company Identification

Manufacturer: WD-40 Company Address: 1061 Cudahy Place (92110) P.O. Box 80607 San Diego, California, USA 92138 -0607 Telephone: Emergency only: 1-888-324-7596 (PROSAR) Information: 1-888-324-7596 Chemical Spills: 1-800-424-9300 (Chemtrec) 1-703-527-3887 (International Calls)	Chemical Name: Organic Mixture Trade Name: WD-40 Aerosol Product Use: Lubricant, Penetrant, Drives Out Moisture, Removes and Protects Surfaces From Corrosion MSDS Date Of Preparation: 6/8/12
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2 - Hazards Identification

Emergency Overview: DANGER! Flammable aerosol. Contents under pressure. Harmful or fatal if swallowed. If swallowed, may be aspirated and cause lung damage. May cause eye irritation. Avoid eye contact. Use with adequate ventilation. Keep away from heat, sparks and all other sources of ignition. Symptoms of Overexposure: Inhalation: High concentrations may cause nasal and respiratory irritation and central nervous system effects such as headache, dizziness and nausea. Intentional abuse may be harmful or fatal. Skin Contact: Prolonged and/or repeated contact may produce mild irritation and defatting with possible dermatitis. Eye Contact: Contact may be irritating to eyes. May cause redness and tearing. Ingestion: This product has low oral toxicity. Swallowing may cause gastrointestinal irritation, nausea, vomiting and diarrhea. This product is an aspiration hazard. If swallowed, can enter the lungs and may cause chemical pneumonitis, severe lung damage and death. Chronic Effects: None expected. Medical Conditions Aggravated by Exposure: Preexisting eye, skin and respiratory conditions may be aggravated by exposure. Suspected Cancer Agent: Yes No <input checked="" type="checkbox"/>
--

3 - Composition/Information on Ingredients

Ingredient	CAS #	Weight Percent
Aliphatic Hydrocarbon	64742-47-8	45-50
Petroleum Base Oil	64742-58-1 64742-53-6 64742-56-9 64742-65-0	<25
LVP Aliphatic Hydrocarbon	64742-47-8	12-18
Carbon Dioxide	124-38-9	2-3
Non-Hazardous Ingredients	Mixture	<10

4 - First Aid Measures

Ingestion (Swallowed): Aspiration Hazard. DO NOT induce vomiting. Call physician, poison control center or the WD-40 Safety Hotline at 1-888-324-7596 immediately. Eye Contact: Flush thoroughly with water. Remove contact lenses if present after the first 5 minutes and continue flushing for several more minutes. Get medical attention if irritation persists. Skin Contact: Wash with soap and water. If irritation develops and persists, get medical attention.
--

Inhalation (Breathing): If irritation is experienced, move to fresh air. Get medical attention if irritation or other symptoms develop and persist.

5 – Fire Fighting Measures

Extinguishing Media: Use water fog, dry chemical, carbon dioxide or foam. Do not use water jet or flooding amounts of water. Burning product will float on the surface and spread fire.

Special Fire Fighting Procedures: Firefighters should always wear positive pressure self-contained breathing apparatus and full protective clothing. Cool fire-exposed containers with water. Use shielding to protect against bursting containers.

Unusual Fire and Explosion Hazards: Contents under pressure. Keep away from ignition sources and open flames. Exposure of containers to extreme heat and flames can cause them to rupture often with violent force. Vapors are heavier than air and may travel along surfaces to remote ignition sources and flash back.

6 – Accidental Release Measures

Wear appropriate protective clothing (see Section 8). Eliminate all sources of ignition and ventilate area. Leaking cans should be placed in a plastic bag or open pail until the pressure has dissipated. Contain and collect liquid with an inert absorbent and place in a container for disposal. Clean spill area thoroughly. Report spills to authorities as required.

7 – Handling and Storage

Handling: Avoid contact with eyes. Avoid prolonged contact with skin. Avoid breathing vapors or aerosols. Use only with adequate ventilation. Keep away from heat, sparks, pilot lights, hot surfaces and open flames. Unplug electrical tools, motors and appliances before spraying or bringing the can near any source of electricity. Electricity can burn a hole in the can and cause contents to burst into flames. To avoid serious burn injury, do not let the can touch battery terminals, electrical connections on motors or appliances or any other source of electricity. Wash thoroughly with soap and water after handling. Keep containers closed when not in use. Keep out of the reach of children. Do not puncture, crush or incinerate containers, even when empty.

Storage: Store in a cool, well-ventilated area, away from incompatible materials. Do not store above 120°F or in direct sunlight. U.F.C (NFPA 30B) Level 3 Aerosol.

8 – Exposure Controls/Personal Protection

Chemical	Occupational Exposure Limits
Aliphatic Hydrocarbon	1200 mg/m ³ TWA (manufacturer recommended)
Petroleum Base Oil	5 mg/m ³ TWA, 10 mg/m ³ STEL ACGIH TLV 5 mg/m ³ TWA OSHA PEL
LVP Aliphatic Hydrocarbon	1200 mg/m ³ TWA (manufacturer recommended)
Carbon Dioxide	5000 ppm TWA (OSHA/ACGIH), 30,000 ppm STEL (ACGIH)
Non-Hazardous Ingredients	None Established

The Following Controls are Recommended for Normal Consumer Use of this Product

Engineering Controls: Use in a well-ventilated area.

Personal Protection:

Eye Protection: Avoid eye contact. Always spray away from your face.

Skin Protection: Avoid prolonged skin contact. Chemical resistant gloves recommended for operations where skin contact is likely.

Respiratory Protection: None needed for normal use with adequate ventilation.

For Bulk Processing or Workplace Use the Following Controls are Recommended

Engineering Controls: Use adequate general and local exhaust ventilation to maintain exposure levels below that occupational exposure limits.

Personal Protection:

Eye Protection: Safety goggles recommended where eye contact is possible.

Skin Protection: Wear chemical resistant gloves.
Respiratory Protection: None required if ventilation is adequate. If the occupational exposure limits are exceeded, wear a NIOSH approved respirator. Respirator selection and use should be based on contaminant type, form and concentration. Follow OSHA 1910.134, ANSI Z88.2 and good Industrial Hygiene practice.
Work/Hygiene Practices: Wash with soap and water after handling.

9 – Physical and Chemical Properties

Boiling Point:	361 - 369°F (183 - 187°C)	Specific Gravity:	0.8 – 0.82 @ 60°F
Solubility in Water:	Insoluble	pH:	Not Applicable
Vapor Pressure:	95-115 PSI @ 70°F	Vapor Density:	Greater than 1
Percent Volatile:	70-75%	VOC:	412 grams/liter (49.5%)
Coefficient of Water/Oil Distribution:	Not Determined	Appearance/Odor	Light amber liquid/mild odor
Flash Point:	122°F (49°C) Tag Open Cup (concentrate)	Flammable Limits: (Solvent Portion)	LEL: 0.6% UEL: 8.0%
Pour Point:	-63°C (-81.4°F) ASTM D-97	Kinematic Viscosity:	2.79-2.96cSt @ 100°F

10 – Stability and Reactivity

Stability: Stable
Hazardous Polymerization: Will not occur.
Conditions to Avoid: Avoid heat, sparks, flames and other sources of ignition. Do not puncture or incinerate containers.
Incompatibilities: Strong oxidizing agents.
Hazardous Decomposition Products: Carbon monoxide and carbon dioxide.

11 – Toxicological Information

The oral toxicity of this product is estimated to be greater than 5,000 mg/kg based on an assessment of the ingredients. This product is not classified as toxic by established criteria. It is an aspiration hazard. None of the components of this product is listed as a carcinogen or suspected carcinogen or is considered a reproductive hazard.

12 – Ecological Information

No data is currently available.

13 - Disposal Considerations

If this product becomes a waste, it would be expected to meet the criteria of a RCRA Ignitable hazardous waste (D001). However, it is the responsibility of the generator to determine at the time of disposal the proper classification and method of disposal. Dispose in accordance with federal, state, and local regulations.

14 – Transportation Information

DOT Surface Shipping Description: Consumer Commodity, ORM-D
 After 1/1/2014 UN1950, Aerosols, 2.1 Ltd. Qty (Note: Shipping Papers are not required for Limited Quantities unless transported by air or vessel – each package must be marked with the Limited Quantity Mark)
 IMDG Shipping Description: UN1950, Aerosols, 2.1, LTD QTY
 ICAO Shipping Description: UN1950, Aerosols, flammable, 2.1 NOTE: WD-40 does not test aerosol cans to assure that they meet the pressure and other requirements for transport by air. We do not recommend that our aerosol products be transported by air.

15 – Regulatory Information

U.S. Federal Regulations:

CERCLA 103 Reportable Quantity: This product is not subject to CERCLA reporting requirements, however, oil spills are reportable to the National Response Center under the Clean Water Act and many states have more stringent release reporting requirements. Report spills required under federal, state and local regulations.

SARA TITLE III:

Hazard Category For Section 311/312: Acute Health, Fire Hazard, Sudden Release of Pressure

Section 313 Toxic Chemicals: This product contains the following chemicals subject to SARA Title III

Section 313 Reporting requirements: None

Section 302 Extremely Hazardous Substances (TPQ): None

EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory.

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65): This product does not contain chemicals regulated under California Proposition 65.

VOC Regulations: This product complies with the consumer product VOC limits of CARB, the US EPA and states adopting the OTC VOC rules.

Canadian Environmental Protection Act: One of the components is listed on the NDSL. All of the other ingredients are listed on the Canadian Domestic Substances List or exempt from notification.

Canadian WHMIS Classification: Class B-5 (Flammable Aerosol)

This MSDS has been prepared according to the criteria of the Controlled Products Regulation (CPR) and the MSDS contains all of the information required by the CPR.

16 – Other Information:

HMIS Hazard Rating:

Health – 1 (slight hazard), Fire Hazard – 4 (severe hazard), Reactivity – 0 (minimal hazard)

SIGNATURE:  _____

TITLE: Adm. Scientific Manager

REVISION DATE: June 2012

SUPERSEDES: March 2010

Material Safety Data Sheet



Superior Solutions

Zep, Inc.
1310 Seaboard Industrial Blvd.
Atlanta, GA 30318
1-877-I-BUY-ZEP (428-9937)
www.zep.com

Section 1. Chemical Product and Company Identification

Product name STAINLESS STEEL POLISH
Product use Aerosol Cleaner and Polish
Product code 0143
Date of issue 07/24/09 **Supersedes** 11/16/04

Emergency Telephone Numbers

For MSDS Information:
Compliance Services 1-877-I-BUY-ZEP (428-9937)

For Medical Emergency
(877) 541-2016 Toll Free - All Calls Recorded

For Transportation Emergency
CHEMTREC: (800) 424-9300 - All Calls Recorded
In the District of Columbia (202) 483-7616

Prepared By

Compliance Services
1420 Seaboard Industrial Blvd.
Atlanta, GA 30318

Printing date: 07/24/09

Section 2. Hazards Identification

Emergency overview

DANGER !

FLAMMABLE LIQUID AND VAPOR. DO NOT SMOKE. SHUT OFF ALL IGNITION SOURCES. VAPOR HARMFUL. CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. MAY CAUSE ALLERGIC SKIN REACTION.

CONTENTS UNDER PRESSURE.

NOTE: MSDS data pertains to the product as delivered in the original shipping container(s). Risk of adverse effects are lessened by following all prescribed safety precautions, including the use of proper personal protective equipment.

*Hazard Determination System (HDS): Health, Flammability, Reactivity



Acute Effects

Routes of Entry

Dermal contact. Eye contact. Inhalation.

- Eyes** Causes eye irritation. Inflammation of the eye is characterized by redness, watering and itching.
- Skin** May cause skin irritation. Skin inflammation is characterized by itching, scaling, or reddening. May cause allergic reactions in certain individuals.
- Inhalation** Over-exposure by inhalation may cause respiratory irritation. Can cause central nervous system (CNS) depression. Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and, in extreme cases, loss of consciousness.
- Ingestion** Harmful if swallowed. Aspiration hazard if swallowed. Can enter lungs and cause damage.

Chronic effects

Prolonged or repeated contact may dry skin and cause irritation. Contains material which may cause damage to the following organs: kidneys, lungs, liver, central nervous system (CNS), mucous membranes.

Carcinogenicity

Ingredients: Not listed as carcinogen by OSHA, NTP or IARC.

Product/ingredient name	ACGIH	IARC	EPA	NIOSH	NTP	OSHA
None.						

Additional Information: See Toxicological Information (Section 11)

Section 3. Composition/Information on Ingredients

Name of Hazardous Ingredients	CAS number	% by Weight
PARAFFIN OIL; blend of heavy and light naphthenic petroleum distillate	64742-52-5	60 - 70
PETROLEUM SPIRITS; vm&tp naphtha; refined solvent naphtha	64742-89-8	10 - 20
HYDROTREATED LIGHT PETROLEUM DISTILLATES; paraffinic, naphthenic solvent	64742-47-8	5 - 15
D-LIMONENE; orange distillate; citrus terpene; cyclohexene, 1-methyl-4-(1-methylethenyl)-, (R)-	5989-27-5	1 - 5
ISOPROPYL ALCOHOL; ipa; dimethylcarbinol; 2-propanol	67-63-0	1 - 5
CARBON DIOXIDE	124-38-9	1 - 5

Section 4. First Aid Measures

- Eye Contact** Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention immediately.
- Skin Contact** Wash affected area with soap or mild detergent and water. Remove contaminated clothing and shoes. Get medical attention if irritation develops.
- Inhalation** Move exposed person to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.
- Ingestion** Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 5. Fire Fighting Measures

National Fire Protection Association (U.S.A.)

- Flash Point** Not available.
- Flammable Limits** Not available.
- Flammability** FLAMMABLE. (CSMA Method)
- Fire hazard** CONTENTS UNDER PRESSURE. Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Gas may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back, causing fire or explosion. Bursting aerosol containers may be propelled from a fire at high speed.
- Fire-Fighting Procedures** Use an extinguishing agent suitable for the surrounding fire. Cool closed containers exposed to fire with water. Fire-fighters should wear appropriate protective equipment.

**Section 6. Accidental Release Measures**

- Spill Clean up** Large spills are unlikely due to packaging.

Section 7. Handling and Storage

- Handling** Put on appropriate personal protective equipment (see section 8). Store and use away from heat, sparks, open flame or any other ignition source. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Use only with adequate ventilation. Observe label precautions. Wash contaminated clothing before reusing. Wash thoroughly after handling.
- Storage** CONTENTS UNDER PRESSURE. Eliminate all ignition sources. Do not puncture, incinerate or store the container at temperatures above 49°C (120°F) or in direct sunlight. Keep out of the reach of children.

Section 8. Exposure Controls/Personal Protection**Product name**

PARAFFIN OIL; blend of heavy and light naphthenic petroleum distillate

HYDROTREATED LIGHT PETROLEUM DISTILLATES; paraffinic, naphthenic solvent
ISOPROPYL ALCOHOL; ipa; dimethylcarbinol; 2-propanol

CARBON DIOXIDE

Exposure limitsOSHA PEL (United States).
TWA: 5 mg/m³ 8 hour(s). Form: Mist
ACGIH TLV (United States).TWA: 5 mg/m³ 8 hour(s). Form: Mist
Supplier Suggested (United States).TWA: 100 ppm 8 hour(s).
ACGIH TLV (United States).TWA: 200 ppm 8 hour(s).
OSHA PEL (United States).TWA: 400 ppm 8 hour(s).
ACGIH/OSHA (United States).STEL: 400 ppm 15 minute(s).
ACGIH TLV (United States).
TWA: 5000 ppm 8 hour(s).
STEL: 30000 ppm 15 minute(s).**Personal Protective Equipment (PPE)**

- Eyes** Safety glasses.
- Body** Recommended: Neoprene gloves. Nitrile gloves. Rubber gloves.
- Respiratory** Use with adequate ventilation. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective occupational exposure limits. Wear appropriate respirator when ventilation is inadequate.



Section 9. Physical and Chemical Properties

Physical State	Liquid. [Aerosol.]	Color	Amber.
pH	Not applicable	Odor	Citrus
Boiling Point	82.22°C (180°F)	Vapor Pressure	Not determined.
Specific Gravity	0.856	Vapor Density	Not determined.
Solubility	Insoluble in the following materials: cold water and hot water.	Evaporation Rate	Not determined.

VOC (Consumer) 24.8% 1.77 (lb/gal) 212 (g/l).

Section 10. Stability and Reactivity

Stability and Reactivity	The product is stable.
Incompatibility	Avoid contact with strong oxidizers, excessive heat, sparks or open flame.
Hazardous Polymerization	Will not occur.
Hazardous Decomposition Products	carbon oxides (CO, CO ₂)

Section 11. Toxicological Information**Acute Toxicity**

Product/ingredient name	Result	Species	Dose	Exposure
Petroleum spirits	LC50 Inhalation Vapor	Rat	3400 ppm	4 hours
Hydrotreated Light Petroleum Distillates	LD50 Dermal	Rabbit	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
Isopropyl Alcohol	LD50 Dermal	Rabbit	5030 mg/kg	-
	LD50 Oral	Rat	5045 mg/kg	-
	LC50 Inhalation Vapor	Rat	16000 ppm	4 hours

Section 12. Ecological Information**Environmental Effects** No known significant effects or critical hazards.**Aquatic Ecotoxicity**

Not available.

Section 13. Disposal Considerations**Waste Information**

Waste must be disposed of in accordance with federal, state and local environmental control regulations. Consult your local or regional authorities for additional information.

Waste Stream Code: D001

Classification: - [Hazardous waste]

Origin: - [RCRA waste.]

Section 14. Transport Information

Regulatory information	UN number	Proper shipping name	Classes	PG*	Label
DOT Classification	Not regulated.	Consumer commodity ORM-D			

NOTE: DOT classification applies to most package sizes. For specific container size classifications or for size exceptions, refer to the Bill of Lading with your shipment.

PG* : Packing group

Section 15. Regulatory Information**U.S. Federal Regulations**

SARA 313 toxic chemical notification and release reporting:

Product name

No products were found.

Clean Water Act (CWA) 307: No products were found.**Clean Water Act (CWA) 311:** No products were found.**Clean Air Act (CAA) 112 regulated toxic substances:** No products were found.

All Components of this product are listed or exempt from listing on TSCA Inventory.

State Regulations

California Prop 65

WARNING: This product contains a chemical or chemicals known to the state of California to cause cancer, birth defects or other reproductive harm.:
Benzene, Toluene

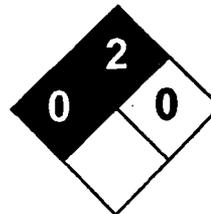
Section 16. Other Information

*To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.*

**NOTE: Hazard Determination System (HDS) ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although these ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HDS ratings are to be used with a fully implemented program to relay the meanings of this scale.*



Science Lab.com
Chemicals & Laboratory Equipment



Health	0
Fire	2
Reactivity	0
Personal Protection	H

Material Safety Data Sheet Mineral spirits MSDS

Section 1: Chemical Product and Company Identification

Product Name: Mineral spirits

Catalog Codes: SLM3616

CAS#: 64475-85-0

RTECS: WJ8925000

TSCA: TSCA 8(b) inventory: Mineral spirits

CI#: Not applicable.

Synonym:

Chemical Name: Not available.

Chemical Formula: Not available.

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: 1-800-901-7247

International Sales: 1-281-441-4400

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:
1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Mineral spirits	64475-85-0	100

Toxicological Data on Ingredients: Mineral spirits LD50: Not available. LC50: Not available.

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of eye contact (irritant), of ingestion, of inhalation. Slightly hazardous in case of skin contact (permeator).

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Not available. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Not available. The substance is toxic to lungs, the nervous system. Repeated or prolonged exposure to the substance can produce target organs damage.

Section 4: First Aid Measures

Eye Contact: Check for and remove any contact lenses. Do not use an eye ointment. Seek medical attention.

Skin Contact:

After contact with skin, wash immediately with plenty of water. Gently and thoroughly wash the contaminated skin with running water and non-abrasive soap. Be particularly careful to clean folds, crevices, creases and groin. Cover the irritated skin with an emollient. If irritation persists, seek medical attention. Wash contaminated clothing before reusing.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek medical attention.

Inhalation: Allow the victim to rest in a well ventilated area. Seek immediate medical attention.

Serious Inhalation:

Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek medical attention.

Ingestion:

Do not induce vomiting. Loosen tight clothing such as a collar, tie, belt or waistband. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek immediate medical attention.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: Flammable.

Auto-Ignition Temperature: 245°C (473°F)

Flash Points: CLOSED CUP: 38°C (100.4°F).

Flammable Limits: LOWER: 1%

Products of Combustion: Not available.

Fire Hazards in Presence of Various Substances: Not available.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available.

Fire Fighting Media and Instructions:

Flammable liquid, insoluble in water. **SMALL FIRE:** Use DRY chemical powder. **LARGE FIRE:** Use water spray or fog. Cool containing vessels with water jet in order to prevent pressure build-up, autoignition or explosion.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards: Not available.

Section 6: Accidental Release Measures

Small Spill: Absorb with an inert material and put the spilled material in an appropriate waste disposal.

Large Spill:

Flammable liquid, insoluble in water. Keep away from heat. Keep away from sources of ignition. Stop leak if without risk. Absorb with DRY earth, sand or other non-combustible material. Do not get water inside container. Do not touch spilled material. Prevent entry into sewers, basements or confined areas; dike if needed. Eliminate all ignition sources. Call for assistance on disposal.

Section 7: Handling and Storage

Precautions:

Keep away from heat. Keep away from sources of ignition. Ground all equipment containing material. Do not breathe gas/fumes/ vapour/spray. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If you feel unwell, seek medical attention and show the label when possible. Avoid contact with skin and eyes.

Storage:

Flammable materials should be stored in a separate safety storage cabinet or room. Keep away from heat. Keep away from sources of ignition. Keep container tightly closed. Keep in a cool, well-ventilated place. Ground all equipment containing material. Keep container dry. Keep in a cool place.

Section 8: Exposure Controls/Personal Protection**Engineering Controls:**

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Splash goggles. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Gloves.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Vapor respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits: Not available.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor: Not available.

Taste: Not available.

Molecular Weight: Not available.

Color: Clear Colorless.

pH (1% soln/water): Not applicable.

Boiling Point: 148°C (298.4°F)

Melting Point: Not available.

Critical Temperature: Not available.

Specific Gravity: 0.74 (Water = 1)

Vapor Pressure: 2 mm of Hg (@ 20°C)

Vapor Density: 4.9 (Air = 1)

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (In Water): Not available.

Dispersion Properties: Not available.

Solubility: Insoluble in cold water.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Not available.

Incompatibility with various substances: Not available.

Corrosivity: Not considered to be corrosive for metals and glass.

Special Remarks on Reactivity: Not available.

Special Remarks on Corrosivity: Not available.

Polymerization: No.

Section 11: Toxicological Information

Routes of Entry: Eye contact. Inhalation. Ingestion.

Toxicity to Animals:

LD50: Not available. LC50: Not available.

Chronic Effects on Humans: The substance is toxic to lungs, the nervous system.

Other Toxic Effects on Humans:

Hazardous in case of skin contact (irritant), of ingestion, of inhalation. Slightly hazardous in case of skin contact (permeator).

Special Remarks on Toxicity to Animals: Not available.

Special Remarks on Chronic Effects on Humans: Not available.

Special Remarks on other Toxic Effects on Humans: Not available.

Section 12: Ecological Information

Ecotoxicity: Not available.

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are more toxic.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Section 14: Transport Information

DOT Classification: CLASS 3: Combustible liquid with a flash point greater than 37.8C (100F).

Identification: : Flammable liquids n.o.s. : UN1993 PG: Not available.

Special Provisions for Transport: No DOT, ref 49CFR, 173.150

Section 15: Other Regulatory Information

Federal and State Regulations: TSCA 8(b) inventory: Mineral spirits

Other Regulations: OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200).

Other Classifications:

WHMIS (Canada):

CLASS B-3: Combustible liquid with a flash point between 37.8°C (100°F) and 93.3°C (200°F). CLASS D-2A: Material causing other toxic effects (VERY TOXIC).

DSCL (EEC):

R10- Flammable. R36/38- Irritating to eyes and skin.

HMS (U.S.A.):

Health Hazard: 0

Fire Hazard: 2

Reactivity: 0

Personal Protection: h

National Fire Protection Association (U.S.A.):

Health: 0

Flammability: 2

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Wear appropriate respirator when ventilation is inadequate. Splash goggles.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/10/2005 10:50 AM

Last Updated: 06/09/2012 12:00 PM

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Material Safety Data Sheet



SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

Chevron Hydraulic Oil AW

Product Use: Hydraulic Oil

Product Number(s): CPS255673, CPS255674, CPS255675

Synonyms: Chevron Hydraulic Oil AW ISO 32, Chevron Hydraulic Oil AW ISO 46, Chevron Hydraulic Oil AW ISO 68

Company Identification

Chevron Products Company
a division of Chevron U.S.A. Inc.
6001 Bollinger Canyon Rd.
San Ramon, CA 94583
United States of America
www.chevronlubricants.com

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

Product Information

email : lubemsds@chevron.com

Product Information: (800) LUBE TEK

SECTION 2 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Highly refined mineral oil (C15 - C50)	Mixture	70 - 100 %wt/wt

SECTION 3 HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin. High-Pressure Equipment Information: Accidental high-velocity injection under the skin of materials of this type may result in serious injury. Seek medical attention at once should an accident like this occur. The initial wound at the injection site may not appear to be serious at first; but, if left untreated, could result in disfigurement or amputation of the affected part.

Ingestion: Not expected to be harmful if swallowed.

Inhalation: Not expected to be harmful if inhaled. Contains a petroleum-based mineral oil. May cause respiratory irritation or other pulmonary effects following prolonged or repeated inhalation of oil mist at airborne levels above the recommended mineral oil mist exposure limit. Symptoms of respiratory irritation may include coughing and difficulty breathing.

SECTION 4 FIRST AID MEASURES

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: No specific first aid measures are required. Do not induce vomiting. As a precaution, get medical advice.

Inhalation: No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

Note to Physicians: In an accident involving high-pressure equipment, this product may be injected under the skin. Such an accident may result in a small, sometimes bloodless, puncture wound. However, because of its driving force, material injected into a fingertip can be deposited into the palm of the hand. Within 24 hours, there is usually a great deal of swelling, discoloration, and intense throbbing pain. Immediate treatment at a surgical emergency center is recommended.

SECTION 5 FIRE FIGHTING MEASURES

Leaks/ruptures in high pressure system using materials of this type can create a fire hazard when in the vicinity of ignition sources (eg. open flame, pilot lights, sparks, or electric arcs).

FIRE CLASSIFICATION:

OSHA Classification (29 CFR 1910.1200): Not classified by OSHA as flammable or combustible.

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: (Cleveland Open Cup) 170 °C (338 °F) Minimum

Autoignition: No data available

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn although it is not easily ignited. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

Precautionary Measures: DO NOT USE IN HIGH PRESSURE SYSTEMS in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS:

Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the

workplace. Suggested materials for protective gloves include: 4H (PE/EVAL), Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit for mineral oil mist. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge. Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

Component	Agency	TWA	STEL	Ceiling	Notation
Highly refined mineral oil (C15 - C50)	ACGIH	5 mg/m ³	10 mg/m ³	--	--
Highly refined mineral oil (C15 - C50)	OSHA Z-1	5 mg/m ³	--	--	--

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Yellow

Physical State: Liquid

Odor: Petroleum odor

pH: Not Applicable

Vapor Pressure: <0.01 mmHg @ 37.8 °C (100 °F)

Vapor Density (Air = 1): >1

Boiling Point: >315°C (599°F)

Solubility: Soluble in hydrocarbon solvents; insoluble in water.

Freezing Point: Not Applicable

Density: 0.87 kg/l @ 15°C (59°F) (Typical)

Viscosity: 28.8 mm²/s @ 40°C (104°F) Minimum

SECTION 10 STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Hazardous Decomposition Products: None known (None expected)

Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: The eye irritation hazard is based on evaluation of data for similar materials or product components.

Skin Irritation: The skin irritation hazard is based on evaluation of data for similar materials or product components.

Skin Sensitization: The skin sensitization hazard is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The acute dermal toxicity hazard is based on evaluation of data for similar

materials or product components.

Acute Oral Toxicity: The acute oral toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: The acute inhalation toxicity hazard is based on evaluation of data for similar materials or product components.

ADDITIONAL TOXICOLOGY INFORMATION:

This product contains petroleum base oils which may be refined by various processes including severe solvent extraction, severe hydrocracking, or severe hydrotreating. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1910.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the International Agency for Research on Cancer (IARC) as; carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A), or possibly carcinogenic to humans (Group 2B). These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal carcinogen with unknown relevance to humans (A3).

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

This material is not expected to be harmful to aquatic organisms. The ecotoxicity hazard is based on an evaluation of data for the components or a similar material.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable. The biodegradability of this material is based on an evaluation of data for the components or a similar material.

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. Oil collection services are available for used oil recycling or disposal. Place contaminated materials in containers and dispose of in a manner consistent with applicable regulations. Contact your sales representative or local environmental or health authorities for approved disposal or recycling methods.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: PETROLEUM LUBRICATING OIL, NOT REGULATED AS A HAZARDOUS MATERIAL FOR TRANSPORTATION UNDER 49 CFR

IMO/IMDG Shipping Description: PETROLEUM LUBRICATING OIL; NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

ICAO/IATA Shipping Description: PETROLEUM LUBRICATING OIL; NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO TI OR IATA DGR

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:

1. Immediate (Acute) Health Effects:	NO
2. Delayed (Chronic) Health Effects:	NO
3. Fire Hazard:	NO
4. Sudden Release of Pressure Hazard:	NO
5. Reactivity Hazard:	NO

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1	03=EPCRA 313
01-2A=IARC Group 2A	04=CA Proposition 65
01-2B=IARC Group 2B	05=MA RTK
02=NTP Carcinogen	06=NJ RTK
	07=PA RTK

No components of this material were found on the regulatory lists above.

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: AICS (Australia), DSL (Canada), EINECS (European Union), ENCS (Japan), IECSC (China), KECI (Korea), PICCS (Philippines), TSCA (United States).

NEW JERSEY RTK CLASSIFICATION:

Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: PETROLEUM OIL (Hydraulic oil)

WHMIS CLASSIFICATION:

This product is not considered a controlled product according to the criteria of the Canadian Controlled Products Regulations.

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

HMIS RATINGS: Health: 1 Flammability: 1 Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

LABEL RECOMMENDATION:

Label Category : INDUSTRIAL OIL 1 - IND1

REVISION STATEMENT: This revision updates the following sections of this Material Safety Data Sheet:
1,2,9,16

Revision Date: FEBRUARY 16, 2012

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit

	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	MSDS - Material Safety Data Sheet
CVX - Chevron	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration

Prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the ANSI MSDS Standard (Z400.1) by the Chevron Energy Technology Company, 100 Chevron Way, Richmond, California 94802.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

Section 1: PRODUCT & COMPANY IDENTIFICATION

Product Name: All-Purpose Simple Green® Cleaner (READY-TO-USE)

Company: Sunshine Makers, Inc.
15922 Pacific Coast Highway
Huntington Harbour, CA 92649 USA

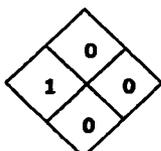
Telephone: 800-228-0709 • 562-795-6000 Fax: 562-592-3830

Emergency Phone: Chem-Tel 24-Hour Emergency Service: 800-255-3924

Use of Product: All-Purpose Simple Green® Cleaner is a ready-to-use cleaning product and can be used undiluted on any water-safe surface.

Section 2: HAZARDS IDENTIFICATION

Emergency Overview: CAUTION. Mild eye irritant.
All-Purpose Simple Green® is a green liquid with a sassafras fragrance



HMIS Rating:
Health = 1 = slight
Fire = 0
Reactivity, and Special = 0 = minimal

Eye Contact: Mild Eye Irritant.

Skin Contact: No adverse effects expected under typical use conditions. Prolonged exposure may cause dryness. Under this condition, use of gloves or skin moisturizer after washing may be indicated.

Ingestion: May cause stomach or intestinal upset if swallowed (due to deterative properties.)

Inhalation: No adverse effects expected under typical use conditions. Adequate ventilation should be present when using over a prolonged period of time. Open windows or ventilate via fan or other air-moving equipment if necessary.

Carcinogens: No ingredients are listed by OSHA, IARC, or NTP as known or suspected carcinogens.

Medical Conditions: No medical conditions are known to be aggravated by exposure to All-Purpose Simple Green® Cleaner. Dermal-sensitive users may experience mild but reversible reactions.

UN Number: Not Required **Dangerous Goods Class:** Non-hazardous

Section 3: COMPOSITION/INFORMATION ON INGREDIENTS

The only ingredient of All-Purpose Simple Green® Cleaner with established exposure limits is undiluted 2-butoxyethanol (<1%) (Butyl Cellosolve; CAS No. 111-76-2): the ACGIH TLV-TWA is 20 ppm (97 mg/m³). Based upon chemical analysis, Simple Green® Multi-Purpose Cleaner & Wipes contain no known EPA priority pollutants, heavy metals or chemicals listed under RCRA, CERCLA, or CWA. Analysis by TCLP (Toxicity Characteristic Leaching Procedure) according to RCRA revealed no toxic organic or inorganic constituents.

All components of All-Purpose Simple Green® Cleaner are listed on the TSCA Chemical Substance Inventory.

Section 4: FIRST AID MEASURES

- Eye Contact:** Reddening may develop. Immediately rinse the eye with large quantities of cool water; continue 10-15 minutes or until the material has been removed; be sure to remove contact lenses, if present, and to lift upper and lower lids during rinsing. Get medical attention if irritation persists.
- Skin Contact:** Minimal effects, if any; rinse skin with water, rinse shoes and launder clothing before reuse. Reversible reddening may occur in some dermal-sensitive users; thoroughly rinse area and get medical attention if reaction persists.
- Swallowing:** Essentially non-toxic. Give several glasses of water to dilute; do not induce vomiting. If stomach upset occurs, consult physician
- Inhalation:** Non-toxic. Exposure to concentrate may cause mild irritation of nasal passages or throat; remove to fresh air. Get medical attention if irritation persists.

Section 5: FIRE FIGHTING MEASURES

All-Purpose Simple Green® Cleaner is stable, not flammable, and will not burn.

- Flash Point/Auto-Ignition:** Not flammable.
- Flammability Limits:** Not flammable.
- Extinguishing Media:** Not flammable/non-explosive. No special procedures required.
- Special Fire Fighting Procedures:** None required.

Section 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions: Avoid contact with eyes. Do not rub eyes with hands during cleanup. No special precautions for dermal contact are needed. Wash hands thoroughly after cleaning up spill or leak.

Method for cleaning up: Recover usable material by convenient method, residual may be removed by wipe or wet mop. If necessary, unrecoverable material may be washed to drain with large quantities of water.

Section 7: HANDLING AND STORAGE

No Special precautions are required. **This product is non-hazardous for storage and transport according to the U.S. Department of Transportation Regulations.** All-Purpose Simple Green® Cleaner requires no special labeling or placarding to meet U.S. Department of Transportation requirements.

UN Number: Not Required **Dangerous Goods Class:** Nonhazardous

Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

- Exposure Limits:** All-Purpose Simple Green® Cleaner formulation presents no health hazards to the user when used according to label directions for its intended purposes. Mild skin and eye irritation is possible (please see Eye contact and Skin contact in section IV.) No special precautionary measures required under normal use conditions.
- Ventilation:** No special ventilation, precautions or respiratory protection is required during normal use. Large-scale use indoors should provide an increased rate of air exchange. Mucous membranes may become irritated.
- Human Health Effects or Risks From Exposure:** Adverse effects on human health are not expected from All-Purpose Simple Green® Cleaner, based on 20 years of use of Simple Green® without reported adverse health incidence in diverse population groups, including extensive use by inmates of U.S. Federal prisons in cleaning operations.
- Eye protection:** All-Purpose Simple Green® Cleaner is a mild eye irritant. Eye protection not generally required. Wash hands after using wipes.

Section 12: ECOLOGICAL INFORMATION

Hazard to wild animals & aquatic organisms: Low, based on toxicological profile.

Biodegradability: Readily biodegradable based on biodegradation profile.

Section 13: DISPOSAL CONSIDERATIONS

All-Purpose Simple Green® Cleaner is fully water soluble and biodegradable and will not harm sewage-treatment microorganisms if disposal by sewer or drain is necessary. Dispose of in accordance with all applicable local, state and federal laws.

Dispose of used or unused product, and empty containers in accordance with the local, State, Provincial, and Federal regulations for your location. Never dispose of used degreasing rinsates into lakes, streams, and open bodies of water or storm drains.

Section 14: TRANSPORT INFORMATION

This product is non-hazardous for transport according to the U.S. Department of Transportation Services

UN Number: Not required Dangerous Goods Class: Non-hazardous

Section 15: REGULATORY INFORMATION

*Reportable components:

SARA:

This material contains 2-Butoxyethanol, <1%, (CAS# 111-76-2) which is subject to the reporting requirements of Section 313 of SARA Title III and 49 CFR Part 373.

All components are listed on:

EINECS and TSCA Inventory

No components listed under:

Clean Air Act Section 112

RCRA Status:

Not a hazardous waste.

CERCLA Status:

No components listed

TSCA TRI Reporting:

Not required / Not listed

CA PROP. 65 Status:

No components listed

Section 16: OTHER INFORMATION

Questions about the information found on this MSDS should be directed to:

SUNSHINE MAKERS, INC. – TECHNICAL DEPARTMENT
15922 Pacific Coast Hwy. Huntington Harbour, CA 92649

Phone: 800/228-0709 [8am-5pm Pacific time, Mon-Fri] Fax: 562/592-3830 Email: infoweb@simplegreen.com

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