

*City of Farmers Branch
Attn: Camille Alford Office of the Purchasing Agent
13000 William Dodson Parkway
Farmers Branch, TX 75234*

**RFP FOR CITY OF FARMERS BRANCH
CITY HALL AND MANSKE LIBRARY
PROJECT RFP #25-27**

Submitted & prepared by:
Oracle Elevator Holdco, Inc.
dba Elevated Facility Services



800.526.6115



8800 Grand Oak Circle
Tampa, Florida 33637



www.ElevatedFacilityServices.com

August 12, 2025

City of Farmers Branch

Re: City of Farmers Branch - City Hall and Manske Library (Proposal Number 25-27)

We would like to thank you for the opportunity to offer our services to the City of Farmers Branch for the Elevator Services required in the above-mentioned project.

We are a licensed elevator contractor with our certification enclosed with our offer. We have over 30 years in business and have locations in Corpus Christi, Dallas, Fort Worth, Austin, San Antonio, Houston, Galveston, Lubbock, and Amarillo, Texas. We currently provide maintenance for 6,000 elevators throughout Texas and provide full-service maintenance, modernization, and installation for all vertical transportation equipment.

We have the staff, facilities, expertise, and financial strength to deliver a service that will fully adhere to the requirements of this solicitation. Our technicians have the experience, training, and certifications that are necessary to comply with this request. Our management has installed, modernized, and maintained elevators of this type and grade to the degree included in these specifications.

Elevated has a significant presence in Texas, serving a broad range of commercial and institutional clients throughout the city and surrounding areas. With over 25 years of experience in Texas, Elevated has become a trusted name in elevator maintenance, repair, and modernization. Our team is composed of highly skilled Certified Elevator Technicians (CETs) and other seasoned professionals, each bringing years of hands-on experience. Elevated is committed to providing dependable, efficient, and safe elevator solutions, which has fostered strong partnerships with many local clients, ensuring vertical transportation systems operate smoothly and reliably.

If you have any questions or concerns, please feel free to call at your convenience.

Sincerely,



Jordan Bankston
Business Development Manager
682-219-1014
jordan.bankston@efsteam.com



800.526.6115



8800 Grand Oak Circle
Tampa, Florida 33637



www.ElevatedFacilityServices.com



Elevated is a full-service conveyance company, providing maintenance, modernization, and installation services of elevators, escalators, and moving walks. We have been in business since 1994, as the largest independent elevator company in Texas.

In 2021, ELEVATED joined Oracle Elevator the largest independent in the U.S making Oracle dba ELEVATED now the most desirable and largest non-union in the United States. The legacy brands have come together under the name Elevated in Fall of 2023.

Our customer base is Military bases, Convention Centers, Colleges, Universities, Independent School Districts, Charter Schools, Airports, Hospitals, City and County Buildings, as well as numerous privately-owned properties.

Because of our customer service, product and business practices, we continue to have an outstanding rating with Dun & Bradstreet and Better Business Bureau who awarded ELEVATED as their 2021 BBB's torch award for being the most ethical company in the marketplace.

WE VALUE YOUR BUSINESS.

Legal Name of Proposer's company:
Oracle Elevator Holdco

Number of years in Business:
29 years

Licensed to Operate In:
**Texas - TDLR Elevator
Number: 20409**

Contact Information:
**Jordan Bankston
M: 682-219-1014
jordan.bankston@efsteam.com**



WINNER

**2020 Torch Awards for
Marketplace Ethics**

100+ Employees | BBB, Serving the Heart of Texas

Number of National Employees:
789

No. of Texas Employees:
428

No. National Offices / Warehouse:
53

No. Texas Offices / Warehouse:
12

CREDENTIALS AND EDUCATIONS

Elevated has fully staffed corporate offices strategically located in DeSoto TX. With over 42,000 square feet in our local warehouses, stocked with inventory of every major elevator and escalator brand.

We have over 6000 elevators and escalators on maintain in Texas Region with the vast majority of being large campuses, high security, traffic, Beneficial Usage guidelines and Strict Practices.

With a stellar reputation, we have maintained each of these contracts for over a decade. During our contract period we have been the awarded vendor for the modernizations of every size.



We are members of the National Association of Elevator Contractors: NAEC.

We have a mandatory training program approved by Department of Labor.

This 4-year program utilizes the CET Training curriculum thru NAEC.



ELEVATED Elevator is driven to provide a safe and positive experience for our customers passengers and employees.

Our commitment to you is to create a seamless partnership which provides the same level of care, dedication, and loyalty that ELEVATED has always provided.

Within that seamless partnership are several key areas that we plan to address.

- Maintenance broken down into 4 categories (ABCD)
- Beneficial Usage Reporting
- Provide 24/7 crews
- Project management for large modernizations & repairs
- Multiple repair crews on staff.
- Dedicated Supervisors, maintenance and repair teams
- Escalator cleaning, repairs and maintenance

**LET ELEVATED TAKE THE ELEVATORS AND ESCALATORS
OFF YOUR SHOULDERS.**

MAINTENANCE

Through our field leadership and quality control program, our technicians are scheduled, dispatched, and monitored for each unit on their route.

To successfully allow our techs to provide the best maintenance, we do not over stack elevators on to one mechanic.

This gives our team time to provide the proactive maintenance needed for all vertical transportation equipment.

Prior to adding units to a technician's route, we research route demands to ensure all units will receive the same care and ELEVATED standard of service.

If we find the technician will be unable to meet standard, we will add another tech to the area.

ELEVATED is a maintenance company first, therefore we work to diligently execute proactive "hands-on" maintenance to ensure beneficial usage remains at a high percentage 24/7.



Once a time ticket is submitted, it is analyzed by our quality control manager and our local area supervisor.

Depending on work performed the next course of action is handled with the urgency required.

Our quality control department flags following key items as urgent:

"Left out of service,"

"Parts needed,"

"Intermittent issues"

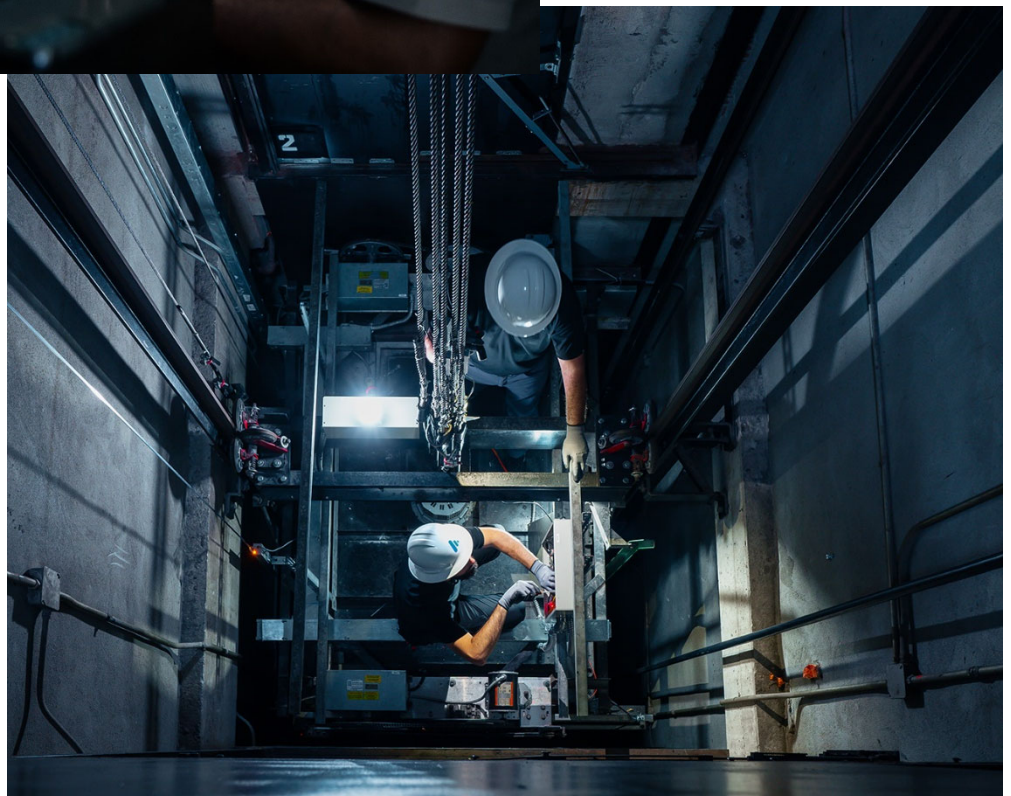
With these flags, our QC department automatically follows up to ensure plans are in place to follow up with customers.

All ELEVATED customers receive this measure of service.

RESPONSE PLAN

All our Field Leadership from our Local Area Supervisors to Regional Manager to Mod/Install Superintendents to Corporate Leadership all work to ensure ELEVATED Standards are kept for all our customers.

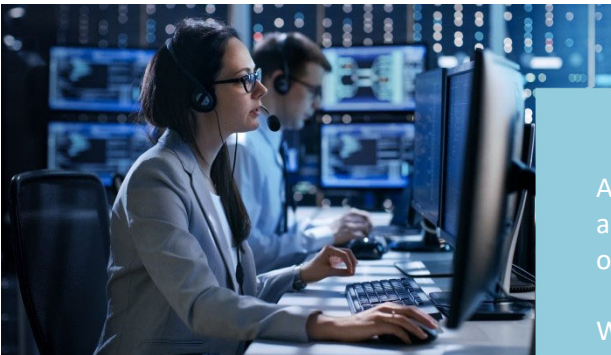
We understand the facilities industry and the urgencies which come with it. Customer experience is of upmost importance to ELEVATED and vertical transportation only one of these key elements to successful customer reactions. It is our goal to take the vertical transportation off the minds of our customers especially during important events.



SERVICE AND EMERGENCY CALLS:

Service call response team members are responsible for answering all service calls both emergency and non-emergency.

Once a non-emergency call is dispatched, the technician has 5 minutes to respond before a phone call is made to verify the call was received.



An emergency call is dispatched to the appropriate technician and a phone call is made, concurrently, to ensure the tech is on route.

We have a full-time, live, after-hours answering service to handle after-hours and holiday service calls 24/7.

The call center will call on-call mechanic. If not answered, we have mechanics in line all the way up to supervisors and directors.

The local supervisor is made aware of all after-hours, emergency to ensure someone responds promptly. Supervisors do have the ability to answer any service calls (emergency/non-emergency) during regular and OT hours.



Emergency service calls are handled with the necessary urgency to alleviate any emergency as quickly as possible. A call is always made immediately, to ensure the dispatch has been received by the mechanic and we are in route. If one of their peers is closer and can respond the call quicker.

METHODOLOGY

Methodology on identifying and prioritizing services

Via our Quality Assurance program, we monitor our progress and issue resolution in regard to maintenance, callbacks, safety, and troubleshooting. Internal audits performed by our local supervisor, regional manager, or our safety director are reviewed and acted on. These actions may include, personnel change, process change, and/or training. External audits with substandard results are investigated immediately. Root Cause Analysis (RCA) are incorporated for major infractions, incidents, and safety issues. The Local Supervisor, associated Technician, and the Safety Director all partake in the investigation. Close out of an RCA along with associated, changes, write-ups, training and/or process improvements will be included as part of an RCA close out meeting. RCA Documents are kept with the safety director and utilized by our trainers to present during classes, when needed.

Customer Service Portal or Customer Tool

All service and repair documents are emailed in real time to contract administrator and onsite. The following information is viewed in our portal and emailed weekly with the following:

- Location with building name, Ref Number, Unit No.
- Date, Arrival Time & Depart Time
- Type of Work: Problem Reported, Description of Work Performed & Problem Resolution
- Techs Name
- Work Type: Proposal, Inspections and Other Additional Services - Non-Maintenance
- Maintenance: Hours Expended
- Service: Hours Expended

Safety

Detailed safety training is provided on an annual basis supplemented by monthly mandatory toolbox meetings covering a variety of safety issues. Each employee is evaluated on their safety performance and training. Both equipment and safety training records are maintained for each employee.

Training

Proposed approach and methodology for proposed scope includes code Permitting and Building Safety training. Building codes and regulations are ever changing throughout the State. ELEVATED will take advantage of a 4-hour class for building code awareness for elevator safety awareness within the industry.

- ii) All employees and technicians are fulltime employees of ELEVATED,
- iii) Sufficient number of qualified personnel to maintain scheduled of completion dates.

Our Regional Manager oversees all operations as well as troubleshooting assistance when needed. Supervisors have statewide resources for manpower from various cities throughout the state to achieve emergency repairs and troubleshooting. Our Regionals work together to keep standards throughout the state and work together to assist each other and maintain a fast turnaround on down elevators and repairs.

Quality Assurance Mission

We are driven to provide the highest quality of service for life cycle, safety and reliability. With our quality control and assurance program, we strive for higher efficiencies, beneficial usage of elevator

METHODOLOGY

Quality Assurance Corporate Planning:

To provide quality work, planning is required at the initial stages of contract to ensure everyone's complete understanding of scope of work, contract requirements, building locations, contacts, routes, inventory and customer requirements and preference on communication. Our corporate departments will be assigned to the contract to ensure timely turn-around on the following areas of your contract needs:

1. Communication: ELEVATED digital system is designed to handle day-to-day tracking of all services performed in the field in real time. Our mobile software is user friendly for quick reporting for all services provided (maintenance, inspections, repairs, mods, standbys, surveys, meetings) The information entered is time stamped and available for immediate view by both customer to our operations department.

2. Digital Tickets: This application receives notifications, proposals, work-orders, and alerts. The time management feature tracks employees' hours, GPS location, mileage, inventory, surveys, purchase orders, receipts and all other hours dedicated to specific projects, service and training. Photos, signatures and multiple email recipients are an added feature for verification of work performed.

3. Customer Portal: All services are uploaded into a spreadsheet which is posted in a customer portal and posted at the beginning of each month. The information is uploaded directly into a database for easy access of all services provided.

4. Quality Control & Audits: Our corporate quality control and safety departments provide random QC checks. The reports are used to grade cleanliness, service and proper documentation. This report card with photos is sent to corporate supervisors for evaluation of work performed.

5. Root Cause Analysis: Our RCA forms are one of our supportive quality assurance documents. We identify potential risk, major infractions, such as a near miss, maintenance protocol failure, poor jobsite conditions, or customer safety concerns. RCA Forms are started by Operations or Safety leadership and closed out by whomever started the process. The forms are kept for training and closed out issues are followed up with re-training or, if needed, disciplinary action. This is used for our QA/QC program to ensure ELEVATED Standard is implemented and followed throughout our field offices. RCA's are kept on file for internal use, however if a customer is included on an RCA, then a copy can be given for their records.

Elevator Maintenance

ELEVATED technicians are qualified in elevator maintenance for all types of elevator equipment and manufactures. We perform routine examinations, visual inspections, lubrication, adjustments, repair and replacements as necessary. Conduct periodic safety tests as outlined by ANSI/ASME A17.1. and provide proper documentation for check-charts and logs to be kept onsite.

METHODOLOGY

Hydraulic Elevators & Traction Elevator Maintenance

ELEVATED has a check chart for your elevator. We follow a routine section chart for maintenance to ensure nothing is missed on your elevators. Our tasks are broken into frequency of each visit, date completed and performance. Replacement parts, parts used, equipment information, ASME QEI testing information, dates, No, tech, fire testing to be completed every month, oil log entries and technician notes to be kept in machine room for all necessary documentation.

ELEVATED Maintenance is based around our industry standard check chart and verified through our maintenance audits performed by our local area supervisor to ensure Quality Assurance and Assurance of ELEVATED standard is being maintained by our Maintenance Technicians. The standard maintenance procedures set forth through ELEVATED training and spelled out on our programs are vital to ensure the following areas are checked and maintained on a specified frequency.

1. Inspect Hall/ car push button bulbs, lanterns, and chimes. Check ride quality, door operation and overall floor level accuracy and emergency phones.

Section A Machine & controller. Selector & governor. Hoist-motor. Motor generator

Section B Car top, peripheral devices. Operating switches. Door operator & Controls. Car door hangers.

Section C Linkage & pick-up assembly. Interlocks. Door gibes. Hoist-way switches

Section D Governor tension sheave. Buffers. Clean pit. Check safety plank. Compensation Sheave. Selector & Governor. Fire Service Phase I&II & Log FS results in log form.

Escalator & Moving Walk Maintenance

ELEVATED has a specific chart for your escalators and moving walks. To safeguard major operating equipment ELEVATED visually examines the condition such as handrails, step skirt clearance, guards, brakes, rollers, and chains all operate reliably and safely. ELEVATED maintenance team provides a written checkout procedure and demonstrate that the safety stop switches, controller wiring, drive, machine and brake, governor, drive chain and reversal stop switches are tested to ensure proper operation. Clearances shall be maintained in compliance with the applicable codes. Alternatively, the clearance on either side of the steps and between the steps and the adjacent skirt guard shall not exceed 4 mm (0.16 in.) and the sum of the clearances on both sides shall not exceed 7 mm (0.28 in.).

Section A EXTERIOR: Handrails, step to skirt clearance, step skirt index. comb plates, skirt panel & obstruction. Handrail Guards Entrance and Egress.

Section B INTERIOR: Lubricate chain, chain rollers and step rollers and pins. Grease bull gear, handrail drive and motor bearings. Check handrail drive tension. Check dip buckets. Check poly chains, brake, brake gap. Clean machine area, upper and lower pit.

Section C TESTING: Step / skirt index.

Methodology Statement

ELEVATED is driven to provide the highest quality of service. With our quality control and assurance plan program provided, we strive for higher efficiencies, beneficial usage of elevator equipment and improved profitability, safety, and assurance throughout contract period.

MODERNIZATION



Elevated.

Service to the Core



METHODOLOGY FOR MODERNIZATION

BID PROCESS:

1. Estimators identify the RPFs and determine project feasibility.
2. Estimator and Project Manager evaluate the workforce and schedule associated with the RFP.
3. Once ELEVATED's ability to commit is confirmed, Vendors are contacted to compile the best possible, custom product design based on furnished specifications and drawings that are best suited to the client as well as maintaining a competitive price.
4. A proposal is sent to the client or General Contractor as requested.

NEW PROJECT AWARD AND MODERNIZATIONS PROCESSES:

1. Notice to Proceed or Contract is received and executed.
2. ELEVATED will assign a Project Manager.
3. ELEVATED will provide all tools, parts, supplies, and manpower to execute the maintenance criteria set forth by the project fully.
4. ELEVATED will make a site visit to familiarize itself with all conditions and the overall scope of the project.
5. ELEVATED's Supervisor will assess the necessary workforce based on Bid Proposal and site visits. An Elevator Team consists of:
 - a. A Certified Mechanic
 - b. A Helper enrolled in the Apprenticeship Program.
6. Drawings will be submitted for review.
7. Once drawings are approved, materials will be manufactured for custom installation.
8. ELEVATED Elevator, Inc., currently uses the following vendors to manufacture equipment:
 - a. GAL/MCE
 - b. Alliance Elevator
 - c. Vertical Express (Subsidiary of Thyssen Krupp)
 - d. Canton Elevator
9. All repair work/modernization will be performed by certified mechanics.
10. ELEVATED's mechanics possess a combined 100+ years of experience in the conveying systems industry. This collective knowledge will be available to troubleshoot and create new innovative ways to facilitate installation.
11. Once installed, State-inspected (TDLR) in compliance with ASME Safety Code for Elevators & Escalators, the elevator will enter a Warranty for twelve (12) months.



METHODOLOGY FOR MODERNIZATION

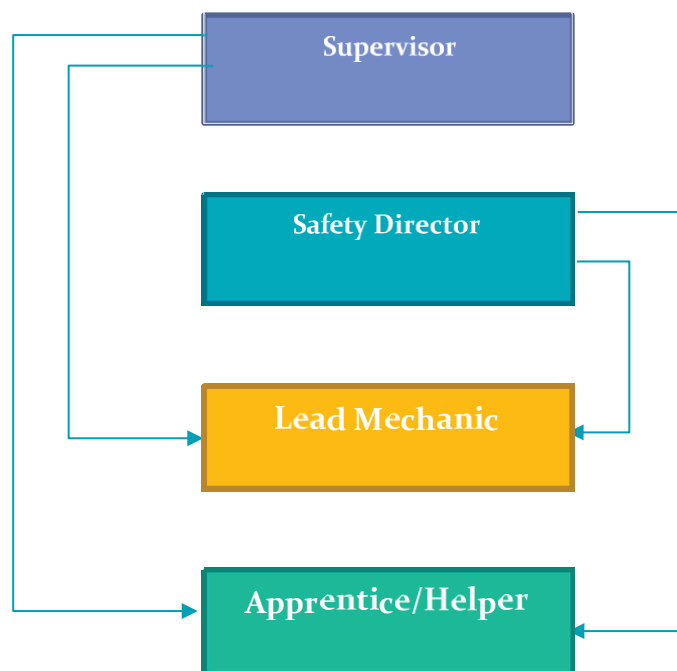
WARRANTY PROCESS:

ELEVATED employs many trained professionals to accomplish all preventative, repair, and call-back services. Once the elevator is turned over for Warranty, it will be assigned to a mechanic's route.

ELEVATED will provide call-back service as requested and needed. A mechanic will be on site within one hour of receipt of a call. A 24/7 call service system is available to dispatch a mechanic in case of an emergency immediately. If the call is not confirmed, it will be sent to the backup mechanic on duty and so on until the call is answered and assistance is on the way.

FIGURE 1: TYPICAL CONSTRUCTION ORGANIZATION CHART.

TEAM 1





QUALITY ASSURANCE

Mission

We are driven to provide the highest quality of service for life cycle, safety and reliability. With our quality control and assurance program, we strive for higher efficiencies, beneficial usage of elevator equipment and improved profitability, safety and assurance throughout the contract period. ELEVATED acknowledges and accepts the current contract scope to maintain beneficial usage, reliability and perform all necessary inspections. We are committed to providing every key aspect specific to the scope of work we are bidding to ensure that all units are kept in prime condition.

Quality Assurance

Corporate Planning

To provide quality work, planning is required at the initial stages of contract to ensure everyone's complete understanding of scope of work, contract requirements, building locations, contacts, routes, inventory and customer requirements and preference on communication. Our corporate departments will be assigned to the contract to ensure timely turn-around on the following areas of your contract needs:

- 1. Communication:** ELEVATED's digital system is designed to handle day-to-day tracking of all services performed in the field in real time. Our mobile software is user-friendly for quick reporting for all services provided (maintenance, inspections, repairs, mods, standbys, surveys, meetings). The information entered is time stamped and available for immediate view by both customer and ELEVATED operations department.
 - 2. Digital Tickets:** This application receives notifications, proposals, work-orders, and alerts. The time management feature tracks employees' hours, GPS location, mileage, inventory, surveys, purchase orders, receipts and all other hours dedicated to specific projects, service and training. Photos, signatures and multiple email recipients are an added feature for verification of work performed.
 - 3. Customer Portal:** All services are uploaded into a spreadsheet which is posted in a customer portal and posted at the beginning of each month. The information is uploaded directly into a database for easy access of all services provided.
 - 4. Quality Control & Audits:** Our corporate quality control and safety departments provide random QC checks. The reports are used to grade cleanliness, service and proper documentation. This report card with photos is sent to corporate supervisors for evaluation of work performed.
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QUALITY ASSURANCE

- 5. Root Cause Analysis:** Our RCA forms are one of our supportive quality assurance documents. We identify potential risk, major infractions, such as a near miss, maintenance protocol failure, poor jobsite conditions, or customer safety concerns. RCA Forms are started by Operations or Safety leadership and closed out by whomever started the process. The forms are kept for training and closed out issues are followed up with re-training or, if needed, disciplinary action. This is used for our QA/QC program to ensure ELEVATED's Standard is implemented and followed throughout our field offices. RCA's are kept on file for internal use, however if a customer is included on an RCA, then a copy can be given for their records.

Qualified Technicians

ELEVATED technicians are qualified in elevator maintenance for all types of elevator equipment and manufactures. We perform routine examinations, visual inspections, lubrication, adjustments, repair and replacements as necessary. Conduct periodic safety tests as outlined by ANSI/ASME A17.1. and provide proper documentation for check-charts and logs to be kept onsite.

Inspections

We take deep pride in our effectiveness in ensuring safe and high beneficial usage of all elevators under contract by ensuring that all equipment is maintained up to code within safety and code compliancy. We visually inspect all equipment routinely and upon state mandatory schedules as required. Our dedicated staff stays highly involved with keeping each elevator under contract up to-date with regular exams, load and pressure test as needed per TDLR. We provide code compliance annual training to all mechanics.

Repairs

We view timely, safety repairs to equipment and beneficial usage of equipment as being one, and we will work hard to keep both at the highest standard possible. ELEVATED mechanics are experienced with repairs to equipment of every elevator, escalator and wheelchair lift within the contract and will also continually strive to return all equipment to service by keeping inventory of parts needed and stocked locally.

SECTION 00 31 00 – QUOTATION FORM

DATE: 08/12/2025

PROJECT: City of Farmers Branch – City Hall and Manske Library (Proposal Number 25-27)
Farmers Branch, Texas

SUBMITTED BY: Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)

Name of CONTRACTOR

Jordan Bankston, Bid Coordinator (682) 219-1014

CONTRACTOR'S Representative Telephone Number

4010 La Reunion Pkwy #130

Street Address

Dallas, Texas 75112

City State Zip Code

PART 1 – GENERAL

1.1 CONTRACTOR'S BASE QUOTATION

- A. Having examined documents prepared by Lerch Bates Inc. dated 7/14/25, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

ITEM 1: Modernize Passenger Elevator(s) One (1) and Two (2) City Hall, Section 14 24 01:

Two Hundred Six Thousand, Four Hundred Seventy-Six Dollars \$ 206,476.00

ITEM 2: Modernize Passenger Elevator, One (1) Manske Library, Section 14 24 01:

One Hundred Eight Thousand, Six Hundred Seventy-Five Dollars \$ 108,675.00

ITEM 3: Related Work, Section 01 90 00 for City Hall:

Forty-Two Thousand Dollars \$ 42,000.00

ITEM 4: Related Work, Section 01 90 00 for Manske Library:

Thirty-Seven Thousand Dollars \$ 37,000.00

ITEM 5 Total of Items 1—5:

Three Hundred Ninety-Four Thousand, One Hundred Fifty-One Dollars \$ 394,151.00

B. Maintenance:

- Interim Maintenance: We agree to furnish interim, preventive maintenance during the period from written award of this Contract or verbal notice to proceed until all required work is complete for following amount per month per unit:

City Hall Passenger Elevator(s): 1 and 2 \$ 225 each /Month/Unit
Manske Library Passenger Elevator: 1 \$ 225 /Month/Unit
Recreation Center Passenger Elevator: 1 \$ 225 /Month/Unit

NOTE: Do not include the cost of interim maintenance in "A" above, Base Quotations.

- Twelve-Month Warranty Preventive Maintenance: Amount included in base quotation Item A. above.

Total warranty maintenance amount Included in Item A:	\$ 4,800 Total	
City Hall Passenger Elevator(s):	\$ 300 /Month	\$150 per car
Manske Library Passenger Elevator(s):	\$ 150 /Month	

NOTE: Owner reserves the right to pay warranty maintenance cost in a lump sum or on a monthly basis during period maintenance is actually performed.

- Contract Maintenance: We agree to provide continuing preventive maintenance as required by Owner's One (1) Year contract with One (1) year extensions up to Five (5) Years.

Location/Car number	Individual Price	Total Units	Monthly Price	Annual Price
City Hall Car (1)	\$200	1	\$200	\$2,400
City Hall Car (2)	\$200	1	\$200	\$2400
Manske Library Car (1)	\$200	1	\$200	\$2400
Recreation Center Car (1)	\$200	1	\$200	\$2400
Totals		4	\$800	\$9,600
Tax, if required, at <u>N/A</u> % Farmers Branch Tax Exempt			N/A	N/A
Totals			\$800	\$9,600

NOTE: Contract preventive maintenance shall commence at the completion of the one-year warranty maintenance program.

C. Labor Rates for Modernization Work Not Included in Contract Scope

Provide straight time hourly labor rates below for work not included in the Contract scope, and for overtime labor not in the Contract scope, requested by Owner. Unless stated otherwise in writing by Contractor and submitted with this Quotation Form, labor premium rates (1.5, 1.7, 2.0) will be based on the following straight time hourly rates effective at the time of Quotation submittal.

Mechanic	\$ 147.50 /Hour
Helper/Apprentice	\$ 147.50 /Hour
Team	\$ 295.00 /Hour

D. Enter a cost figure for all pricing requested. Failure to comply may result in quotation disqualification.

E. Undersigned affirms that quotations provided represent entire cost including site conditions, code requirements, drawings, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project except as expressly allowed in Owner's maintenance contract.

1.2 ADDENDA

A. Undersigned acknowledges receipt of Addendum No. N/A through N/A.

1.3 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

A. Undersigned has enclosed the following (Check YES or NO):

1. Separate letter containing any "Qualification" related to its Quotation. ☐ YES ☒ NO

1.4 PROPOSED MODERNIZATION INSTALLATION SCHEDULE

A. Undersigned Contractor submits the following completion schedule for project. Bidders are instructed to add additional rows to the following schedule grid to accommodate job specific phasing.

PHASE	DESCRIPTION	DURATION
1	Engineering Surveys	1 weeks
2	Submittal Preparation	3 weeks
3	Client Approval Period	weeks
4	Engineering, Procurement and Fabrication	8-9 weeks
5	Mod Installation, Sub-Phase 1: Cars <u>City Hall Car 1</u>	4-5 weeks
6	Mod Installation, Sub-Phase 2: Cars <u>City Hall Car 2</u>	4-5 weeks
7	Mod Installation, Sub-Phase 3: Cars <u>Manske Library Car 1</u>	4-5 weeks
9	Final Group Testing and Adjusting	1-2 weeks

PHASE	DESCRIPTION	DURATION
10	Total Project Duration	31 weeks

1.5 CONTRACTOR PROPOSED MODERNIZATION COMPONENTS AND TECHNOLOGY

- A. Undersigned Contractor will utilize the following modernization technology for the projects and submits these systems for approval. Upon acceptance of these systems by Owner/Consultant, no substitutions shall be made without written approval of Consultant.

Modernization Systems and Components	Proposed Model Description/Vendor
Hydraulic Power Unit	Sees
Controls	Smartrise
Door Operator	GAL
Infrared Door Edge	GAL
Fixtures	Innovation Industries
Cab Interiors	Snap Cab
Door Panels/Entrances	Idec

1.6 CONTRACTOR'S LIST OF SUBCONTRACTORS

- A. The undersigned Contractor will utilize the following subcontractors for major components of work and submits these firms for approval. Upon acceptance of these Sub-Contractors by Owner/Consultant, no substitutions shall be made without written approval of Consultant.

Subcontractor Name	Type of Work
Xcel Elevator Worx	Related Code Work

1.7 SUBMISSION AND ACCEPTANCE OF QUOTATIONS

- A. Undersigned Contractor agrees to Owner's right to reject any and all quotations without explanation.
- B. Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate Owner or Consultant in any way.
- C. Undersigned Contractor agrees and understands that Owner assumes no obligation to enter into a Contract.

1.8 ALTERNATES

- A. State net sum to be added to or deducted from Stipulated Sum (Base Quotation) in event any Alternate Quotation is accepted.
- B. Submit Alternate Quotations by filling in blank spaces provided herein.
- C. Owner reserves right to accept or reject any or all Alternates.
- D. Provide lump sum price for all alternates as described below and in Section 01030, Alternates.

ALTERNATE 1: Provide Cab allowance of \$20,000. per car for City Hall Car One (1) and Car Two (2) and Manske Library Car One (1). Total - \$60,000.

Four Hundred Fifty-Four Thousand, One Hundred Fifty-One DOLLARS \$ 454,151.00

**Lump sum
Includes Related Work
and Cab Interiors**

Schedule Impact: Add 1 week of labor per elevator

1.9 CONTRACTOR SIGNATURE

DATE: 08/13/2025

SIGNED: 

PRINT NAME: Jon Hadley

TITLE: Regional Vice President (Southwest)

NAME OF FIRM: Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)

STATE LICENSE No.: 20409

LEGAL ADDRESS: Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)

8800 Grand Oak Circle (Corporate Office)

Tampa, FL 33637

ORGANIZED AS (MARK ONE): ☐ INDIVIDUAL
☐ PARTNERSHIP
☒ CORPORATION UNDER STATE LAW OF [STATE] Delaware

TELEPHONE: 682-219-1014

EMAIL: bids@efsteam.com or jordan.bankston@efsteam.com

CONTRACT SERVICES AGREEMENT

Elevator Modernization

City Bid # 25-27

This Contract Services Agreement (“Agreement”) is made by and between the **City of Farmers Branch, Texas** (“City”), and **Elevated Facility Services** (“Contractor”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment, and supplies related to the project described in the Contract Documents (defined below). Contractor shall not be entitled to any claim for extra services, additional services, or changes in the services, except as expressly authorized in writing in advance by City.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

This Agreement is a part of the “Contract Documents”, which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City’s solicitation for bids;
- (3) City’s written notice(s) to proceed to the Contractor;
- (4) Contractor’s response to City’s solicitation for bids;
- (5) Properly authorized change orders; and
- (6) Any other materials distributed by the City that relate to the services.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact construction of the services, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the services. Should the Contractor fail or refuse to seek a clarification of such conflicting

or inconsistent requirements or provisions prior to any work on that component of the services, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

Section 4. Contractor's Obligations

(a) Performance of Services. Contractor shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform the services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) City Directives. Contractor shall comply with and timely execute the City's directives in all matters related to the operation of the City's special events parking including, without limitation, operating procedures, security, traffic control, hours of operation, locations and priority of space assignments, space markings, and general customer service matters. Contractor acknowledges that the parking areas identified in the Contract Documents may vary from time to time and that City retains sole discretion to determine the actual location of the parking areas for all City events.

(d) Customer Claims and Complaints. Contractor shall investigate and report to the City, in a manner satisfactory to the City; all complaints and all claims made for loss of or damage to vehicles or other property related to the services. In the event that any written complaint with respect to Contractor's services under this Agreement is delivered to the Contractor, Contractor agrees that it will deliver a copy of the complaint to the City within twenty-four (24) hours after Contractor's receipt of the complaint and will promptly prepare a response for the City to review, making a good-faith attempt to explain, resolve, or rectify the cause of the complaint. The City reserves the right to respond to such complaint directly.

(e) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(f) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(g) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be

performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(h) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(i) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(j) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

Section 5. Performance Schedule

(b) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In

the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(c) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 6. Payment.

(a) Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in conformance with the Contract Documents. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services

(b) Compensation. Contractor's total compensation for the services under this Agreement shall not exceed \$_____ (the "Contract Price"), subject to the parties' mutual agreement for Contractor to provide additional services in conformance with this Agreement. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 6. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10)

days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the twentieth (20th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 7. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 8. Insurance

Contractor shall, during the term hereof, maintain in full force and effect all policies of insurance reasonably required by City and in conformance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City.

Section 9. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder. Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 10. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

Section 11. Verifications by Contractor

Contractor's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 12. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein.

(e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented, or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the Effective Date. For City:

For Contractor:

CITY OF FARMERS BRANCH, TEXAS

ORACLE ELEVATOR HOLDCO, INC.
dba Elevated Facility Services

By: _____
Ben Williamson, City Manager

By: _____
Name: Jon Hadley

Title: Regional Vice President (Southwest)

Date: _____

Date: 08/12/2025

Notice Address:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234
E: benjamin.williamson@farmersbranchtx.gov

Notice Address:

Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)
Attn: Jon Hadley
4010 La Reunion Pkwy #130
Dallas, Texas 75212
E: Jon.Hadley@efsteam.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)
Dallas, TX United States

Certificate Number:
2025-1348554

Date Filed:
08/11/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Farmers Branch, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 25-27

City of Farmers Branch – City Hall and Manske Library Elevator Project (Proposal Number 25-27) —LB Project No. R0100058168

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jon Hadley, and my date of birth is _____.

My address is 4010 La Reunion Pkwy #130, Dallas, TX, 75212, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 12 day of August, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATIONS AND REPRESENTATIONS

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- 2. Unless otherwise required by law, the prices which have been proposed herein have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening of bids, directly or indirectly to any other proposer or competitor; and
- 3. No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

CERTIFICATION OF FEDERAL LAW COMPLIANCE

- 1. The contractor (successful proposer) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 2. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- 3. Upon request by the City of Farmers Branch, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.
- 4. Contractor shall at all times observe and comply with all applicable Federal labor and immigration laws with respect to performance of work relative to this contract.

M/W/DBE OR HUB STATUS

_____ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

- DISADVANTAGED BUSINESS ENTERPRISE _____
- MINORITY-OWNED BUSINESS ENTERPRISE _____
- WOMEN-OWNED BUSINESS ENTERPRISE _____
- HISTORICALLY UNDERUTILIZED BUSINESS _____

A COPY OF THE CERTIFICATION FROM _____ IS ATTACHED.

***** NOTE *****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

1. Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
2. None of the deciding factors set forth in the proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all bidders, which all bidders had notice of.
3. No officer or stockholder of my company is an employee of the City of Farmers Branch, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Farmers Branch.
4. My agents, representatives, sub-consultants or I will not undertake any activities or actions to promote or advertise my proposal to any member of any City Commission or Board reviewing the proposals, member of the Farmers Branch City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the proposal submission date and award by City Council.

PROPOSAL CERTIFICATION

The undersigned hereby certifies that he has read, understands and agrees that acceptance by the City of Farmers Branch of the proposer's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

NAME OF COMPANY:

Oracle Elevator Holdco, Inc. (dba Elevated Facility Services)

AUTHORIZED SIGNATURE: 

ADDRESS: 4010 La Reunion Parkway, #130

CITY AND STATE: Dallas, Texas ZIP: 75212

PHONE NUMBER: (682) 453-2182

DATE: 08/12/2025

State of Texas Conflict of Interest Questionnaire

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a State of Texas Conflict of Interest Questionnaire (CIQ) form no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City a bidders list application, response to a request for proposals or invitation for bids, correspondence or another writing relating to a potential agreement with the City:

A vendor or respondent that -

(1) contracts or seeks to contract for sale or purchase of property, goods or services with a local government entity; or

(2) is an agent of a person described in Subdivision (1) in the person's business with the local government entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of person doing business with local governmental entity.</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p>	
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6



Signature of person doing business with the governmental entity

08/12/2025

Date

Adopted 11/02/2005